



City of Springfield

Regular Meeting

~ Draft ~

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

Linda Fitzpatrick
413-787-6559

Monday, September 14, 2015

7:00 PM

Springfield City Hall -- Council Chambers

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

The following individual(s) signed up for public speak-out:

1. **Joe Perry - Did not appear.**
2. **Betsey Johnson spoke relative to new group called "Walk Springfield" and about the Complete Streets Program in the City that can include a range of elements to accommodate all transportation users, including, but not limited to, sidewalks, signage, paved shoulders, bicycle lanes, cycle tracks, traffic lanes shared with motorist and other bicycle pavement marking, crosswalks and other pavement marking for pedestrians, pedestrian control signalization, bicycle actuated traffic signals, bus pull outs, curb cuts, raised crosswalks, roundabouts, traffic islands and other traffic calming measure and grant money is available and asked that the Council act favorable on this Program.**
3. **Jermaine Murchison - Did not appear.**

Call to Order

7:00 PM Meeting called to order on September 14, 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	Absent	
Kateri B. Walsh	At-Large Councilor	Present	
Michael A. Fenton	President - Ward 2 Councilor	Present	

Moment of Silence - Pledge of Allegiance

A. Communications

1. Order (ID # 3201)

June Revenue Vs. Expenditure Report

COMMENTS - Current Meeting:

Read and Patrick Burns, City Comptroller made presentation to the City Council relative to the period ending 6-30-2015 and the Report shows that the City had spent 100% of the yearly budget and ended the FY15 with a surplus of \$4,13,044.00 subject to review and certification by DOR. Councilor Allen asked how real is the surplus and Mr. Burns said it depends on some reimbursements but it's a firm number. Council received the Report by a majority voice vote with Councilor Luna absent and the Report was put on file for the Finance Committee to discussion.

ATTACHMENTS:

- June Revenue Vs. Expenditure Statement (PDF)

RESULT:	PASSED BY VOICE VOTE
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2. Order (ID # 3202)

July Revenue Vs. Expenditure Report

COMMENTS - Current Meeting:

Read and Patrick Burns, City Comptroller made presentation to the City Council relative to the period ending 7-31-2015 and the Report shows that the City had spent 12% of the yearly budget for FY16 and is on track with spending and revenue. Council received the Report by a majority voice vote with Councilor Luna absent and the Report was put on file for the Finance Committee to discussion.

ATTACHMENTS:

- July Revenue Vs. Expenditure Statement (PDF)

RESULT:	PASSED BY VOICE VOTE
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B. Reports of Committee

1. Report from the Committe of the Whole

From the City Council Committee of the Whole - Sex Offender Ordinance. Read and explanation given by Councilor Bud L Williams, Chair of the State and Federal Relations Committee (Councilors Fenton, Ramos, Shea, Williams, Hurst, Allen) met on September 9, 2014 and Chair Williams stated that the Committee met with Law Department to discuss what to do after the SJC declared a similar ordinance unconstitutional in as much as this is State issues and can't be regulated on the municipal level. The Committee said they would meet with the local delegation to see what steps the State will take to protect citizens in the Commonwealth. The Council received the Report by a unanimous voice vote.

From the City Council Committee of the Whole - Falvey Linen Supply TIF Request. Read and explanation given by Councilor Orlando Ramos, Chair of the Economic Development Committee (Councilors Fenton, Allen, Shea, Williams, Hurst, Allen) met on September 10, 2015 and Chair Ramos stated that the Committee met with Economic Development Team

to discuss Falvey Linen moving from Cranston RI to 100 Brookdale Drive, Springfield, MA and purchase a 243,824 square foot building and would hire 100 new employees at the plant and invest \$7,000,000 (\$3,000,000 for building and \$4,000,000 investment) by November 2016 in renovations, personal property and equipment and use best efforts to market and recruit residents of the City with priority to residents of the immediate East Springfield Neighborhood. Councilors Twiggs and Ramos expressed concerns about the number of Springfield residents would be given priority for jobs and asked Associate City Solicitor Anthony Wilson if the City could require a percentage of total jobs. Associate City Solicitor Wilson said the City has latitude on setting conditions but he was not aware of any City that has hard percentage on total number of hires but he has been told Worcester has such of condition in their TIF, however, he has not been able to confirm that rumor. Law Department to Councilors Twiggs and Ramos expressed concerns about the number of Springfield residents would be given priority for jobs and asked Associate City Solicitor Anthony Wilson if the City could require a percentage of total jobs. Associate City Solicitor Wilson said the City has latitude on setting conditions but he was not aware of any City that has hard percentage on total number of hires but he has been told Worcester has such of condition in their TIF, however, he has not been able to confirm that rumor. The Council received the Report by a unanimous voice vote.

2. Report from the Finance Committee

From the City Council Finance Committee - Bond for South End Community Center and Finance Orders. Read and explanation given by Councilor Kenneth E. Shea, Chair of the Finance Committee (Councilors Shea, Rooke, Concepcion) met on September 11, 2015 and Chair Shea stated that the Committee met with Peter Garvey, Director of Capital Asset and Construction to discuss Order is to authorize Bond in he amount \$9,542,500.00 to construct a new South End Community Center (Center) at Marble Street, Emerson Wright Park and will reinstate the services formally delivered on Howard Street at the Armory building and partially destroyed by the June 1, 2011 tornado. The rebuild Center will be use to create an alternative to gangs and teach community awareness and community participation through athletic/recreation activities, sport clinics, community meetings and special events. Councilor Allen asked how much FEMA money was being used and Mr. Plante said \$6 million from FEMA and \$4,292,500 in City Funds. The Council received the Report by a unanimous voice vote.

II. Informational

3. Informational (ID # 3182)

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 Luna absent.

ATTACHMENTS:

- Plan Cass Street (PDF)
- 7-15-2015 notice of meeting #6225 (PDF)

RESULT: RECEIVED THE REPORT-PASSED**4. Informational (ID # 3183)**

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 Luna absent.

ATTACHMENTS:

- Plan Parkerview Street (PDF)
- 7-20-15 abutter notice wmeco #6220 RESH (PDF)

RESULT: RECEIVED THE REPORT-PASSED**5. Informational (ID # 3184)**

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 Luna absent.

ATTACHMENTS:

- 9-2-2015 notice of meeting CMA Mazarin Street (PDF)
- Plan Mazarin St. (PDF)

RESULT: RECEIVED THE REPORT-PASSED**6. Informational (ID # 3188)**

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 Luna absent.

ATTACHMENTS:

- 8-31-2015 notice of meeting WMECO 500 (PDF)
- Plan Parker St. (PDF)

RESULT: RECEIVED THE REPORT-PASSED**7. Zoning Ordinance 2015-8**

To Change the Zoning of the Properties Known as 1259 East Columbus Avenue (04303-0510) and 1070 Main Street (08130-0096) from Business a and Business B to Business C.

PETITIONER: Carmela A. Fraziero, Trustee &
Colvest/Columbus Springfield, LLC

ADDRESS: 1259 East Columbus Avenue & 1070 Main
Street

CHANGE REQUESTED: Bus A and Bus B to Bus C

COMMENTS - Current Meeting:

Read and the Council received the Report and Passed 1st step and was referred to the Committee on Ordinances by a majority voice vote with Councilor Luna absent and public hearing is set for Monday, September 21, 2015. The Planning Board recommendation is to approve.

ATTACHMENTS:

- Zone_Change_#3177 (PDF)
- 3177_E_Columbus_Main_2015_CC (PDF)

RESULT: RECEIVED 1ST STEP

Next: 9/21/2015 7:00 PM

8. Order (ID # 3141)

15-10 Pearl Street

HISTORY:

07/20/15 City Council REFERRED TO COMMITTEE
Next: 09/14/15

COMMENTS - Current Meeting:

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

RESULT: PASSED BY VOICE VOTE

9. Order (ID # 3140)

15-09

HISTORY:

07/20/15 City Council REFERRED TO COMMITTEE
Next: 09/14/15

COMMENTS - Current Meeting:

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

RESULT: PASSED BY VOICE VOTE

10. Order (ID # 3139)

15-08 Oswego Street (Traffic Commission)

HISTORY:

07/20/15

City Council

REFERRED TO COMMITTEE

Next: 09/14/15

COMMENTS - Current Meeting:

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

RESULT: PASSED BY VOICE VOTE

11. Order (ID # 3138)

15-07 Pearl Street (Traffic Commission)

HISTORY:

07/20/15

City Council

REFERRED TO COMMITTEE

Next: 09/14/15

COMMENTS - Current Meeting:

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

RESULT: PASSED BY VOICE VOTE

12. Order (ID # 3137)

15-06 Foster Street (Traffic Commission)

HISTORY:

07/20/15

City Council

REFERRED TO COMMITTEE

Next: 09/14/15

RESULT: PASSED BY VOICE VOTE

13. Order (ID # 3136)

15-05 Tremont Street (Traffic Commission)

HISTORY:

07/20/15

City Council

REFERRED TO COMMITTEE

Next: 09/14/15

COMMENTS - Current Meeting:

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

RESULT: PASSED BY VOICE VOTE

14. Order (ID # 3135)

Middlesex Street (Traffic Commission)

HISTORY:**07/20/15****City Council****REFERRED TO COMMITTEE****Next: 09/14/15****COMMENTS - Current Meeting:**

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

RESULT: PASSED BY VOICE VOTE**III. Grants****15. Order (ID # 3205)**

Order Accepting Massachusetts Department of Energy Resources Grant for \$2.79 Million and Approving a Memorandum of Understanding Agreement with Baystate Health Inc.

Please see attached materials

COMMENTS - Current Meeting:

Read and an explanation was given by Peter Garvey Director of Capital Asset Construction stated that the Order is to accept a grant from Massachusetts Department of Energy Resources, Community Clean Energy Resiliency Initiative Program Grant and to enter into a MOU with Baystate Health, Inc for a Co-Generation, 4.6 Megawatt heat and power system plant in which Baystate would invest an additional \$20 million to design and complete the installation of the Co-Gen project in the amount of \$2,790,099.00 for the purpose of designing and completing installation of the Co-Gen Project and the Order passed by a majority voice vote with Councilor Luna absent.

ATTACHMENTS:

- Order Accepting Co-Generation DOER Grant and Approving Baystate MOU (DOC)
- ERPI Contract - Springfield 12.09.14 (DOCX)
- MOU for Co-Generation Project - Baystate Health and City of Springfield 04-21-2015 (DOC)
- Exhibit A to Baystate-Springfield MOU for power plant (PDF)

RESULT: PASSED BY VOICE VOTE**16. Order (ID # 3190)**

FY15 Shannon Grant - \$820,879.82

COMMENTS - Current Meeting:

Read and an explanation was given by Sgt. Brian Elliott, Grant Manager for the Police Department and John Williams stated that the grant was from Mass Executive Office of Public Safety and Security "FY15 Shannon CSI Grant" in the amount of \$820,879.82 to identify and work directly with gang member and youth at risk of becoming involved with gang activity to promote prevention, intervention, and suppression which will reduce related crime and youth violence. Councilor Hurst and Williams praised Sgt. Elliott for using some of the money for "open gym" and Police Department "ride to remember" to raise money for fallen police officers memorial and the Order passed by a majority voice vote with Councilor Luna absent.

ATTACHMENTS:

- Shannon 7-22-2015 (PDF)

RESULT: PASSED BY VOICE VOTE**17. Order (ID # 3174)**

FY16 Senior Aides Program Grant Acceptance - in Kind Match (\$611,029)

COMMENTS - Current Meeting:

Read and an explanation was given by Jan Denny, Director of the Office of Elder Affairs that the grant was from Senior Service America, Inc for the period July 1, 2015 to June 30, 2016 in the amount of \$611,029 to provide low income older peoples with paid community service and training as a entry into productive work and benefits the person and the community that the person served and the Order passed by a majority voice vote with Councilor Luna absent.

ATTACHMENTS:

- FY16 Senior Aides (PDF)

RESULT: PASSED BY VOICE VOTE**18. Order (ID # 3191)**

Read / Write/ Now Grant - No Match Required \$223,901

COMMENTS - Current Meeting:

Read and an explanation was given by Molly Fogarty, Director of the Library Department stated that the grant was from Mass Department of Elementary and Secondary Education- in the amount of \$223,901 to provide adult and community learning services for the Read/Write/ Now Program and the Order passed by a majority voice vote with Councilor Luna absent.

ATTACHMENTS:

- ReadWriteNowGrantSetUpForm (PDF)
- ReadWriteNow Grant (PDF)

RESULT: PASSED BY VOICE VOTE**19. Order (ID # 3177)**

FY16 Elders Council on Aging Grant - No Match Required \$214,956

COMMENTS - Current Meeting:

Read and an explanation was given by Jan Denny, Director of the Office of Elder Affairs that the grant was from Mass Executive Office of Elder Affairs in the amount of \$214,956 to provide support to its Council on Aging activities at senior centers and the Order passed by a majority voice vote with Councilor Luna absent.

ATTACHMENTS:

- FY16 COA (PDF)

RESULT: PASSED BY VOICE VOTE**20. Order (ID # 3159)**

Dispatch Training Grant - No Match - \$129,148

COMMENTS - Current Meeting:

Read and an explanation was given by Melissa Nazzaro, Director Dispatch Department spoke stating that the grant is from the FY 2016 State 911 Department Training Grant in the amount of \$129,148 to the Dispatch Department to reimburse staff for training-related costs associated with the 9-1-1 system, membership fees and with software and lodging expenses related to the training and the Order passed by a majority voice vote with Councilor Luna absent.

ATTACHMENTS:

- FY16 State 911 Training Grant (PDF)
- FY16 State 911 Training Grant Set-Up Form (PDF)

RESULT: PASSED BY VOICE VOTE**21. Order (ID # 3166)**

FY16 Health Services for the Homeless Grant Increase - No Match Required \$118,608.00

COMMENTS - Current Meeting:

Read and an explanation was given by Tony Pettaway, Violence Prevention Coordinator for the Department of Health and Human Services stated that the Order is to accept two grant increases U S Department of Health and Humans Services, Health Resources and Services Administration for the period November 1, 2014 through January 31, 2016 increase Health Center Cluster Grant in the amount of \$118,608 to provide support through advocacy, accessibility, and cultural sensitivity provides medical, mental health, dental and case management services to the homeless population in the tri-county area of Berkshire, Hampshire and Hampden and the Order passed by a majority voice vote with Councilor Luna absent.

ATTACHMENTS:

- Health Services for the Homeless Grant Increase \$15,000 (PDF)
- Health Services for the Homeless Grant Increase \$103,608 (PDF)

RESULT: PASSED BY VOICE VOTE**22. Order (ID # 3179)**

FY16 MassCALL II Grant- \$100,000.00

COMMENTS - Current Meeting:

Read and an explanation was given by Tony Pettaway, Violence Prevention Coordinator for the Department of Health and Human Services stated that the Order is to accept from Mass Department of Public Health, Bureau of Substance Abuse Services in the amount of \$100,000 to provide opioid related overdoses was selected among substance abuse issues of greatest concern in the Commonwealth, and MassCall II is an initiative to reduce opioid

overdoses for the period July 1, 2015 through June 30, 2016 and the Order passed by a majority voice vote with Councilor Luna absent.

ATTACHMENTS:

- MASSCALL (PDF)

RESULT: PASSED BY VOICE VOTE

23. Order (ID # 3167)

FY16 Local Consumer Aid Grant- No Match Required \$93,000.00

COMMENTS - Current Meeting:

Read and an explanation was given by Millie Johnson, Director of the Mayor's Office of Consumer Information stated that the Order is to accept a grant from Commonwealth of Mass Office of the Attorney General in the amount of \$93,000 to provide support to assist in the resolution of consumer complaints and to educate consumers on their consumer protection rights and to mediate consumer complaints, whereby funds will pay for staff salaries and students intern stipends and for those expenses associated with the processing and handling of the consumer complaints in Western Mass including supplies, postage, copier, travel and the Order passed by a majority voice vote with Councilor Luna absent.

ATTACHMENTS:

- LCP Grant Award Letter Fiscal 16 (PDF)

RESULT: PASSED BY VOICE VOTE

24. Order (ID # 3175)

FY16 GSSSI Grant Acceptance - in Kind Match (\$92,400)

COMMENTS - Current Meeting:

Read and an explanation was given by Jan Denny, Director of the Office of Elder Affairs that the grant was from Greater Springfield Senior Service, Inc "Title III Grant" for the period October 1, 2015 to September 30, 2016 in the amount of \$92,400 to provide outreach, advocacy, information and referral services to senior to participate in programs, conduct follow-up home visits, give referrals, provide client advocacy, help the elder or caregiver in receiving or providing quality care and to assist seniors that are in debt, under-insured, uninsured or homeless and the Order passed by a majority voice vote with Councilor Luna absent.

ATTACHMENTS:

- FY16 GSSSI Grant (PDF)

RESULT: PASSED BY VOICE VOTE

25. Order (ID # 3161)

FP&S Grant - Match Needed - \$54,791

COMMENTS - Current Meeting:

Read and an explanation was given by David Rivera, Fire Marshall Fire Department stated that the Order is to accept a grant from U S Department of Homeland Security "Fire Prevention and Safety Grant" in the amount of \$54,791 to purchase smoke detectors and stove-top fire extinguishers for homes that are determined to be high-risk and to provide multilingual interpretation services in an effort to educate as many individuals as possible about the importance of fire safety and the Order passed by a majority voice vote with Councilor Luna absent.

ATTACHMENTS:

- FP&S Grant Award Letter(PDF)
- CAFO Certification - Fire FP&S Grant (PDF)
- FP&S Grant Set-Up Form(PDF)

RESULT: PASSED BY VOICE VOTE**26. Order (ID # 3164)**

Mass Animal Coalition (MAC) License Plate Grant Acceptance - No Match Required \$15,000

COMMENTS - Current Meeting:

Read and the Council accepted a MAC License Plate grant on behalf of the Thomas J. O'Connor Animal Control and Adoption Center in the amount of \$15,000.00 to decrease the number of homeless, neglected, displaced and abused animals in Massachusetts and fund spayed and neutered clinics for animals and the Order passed by a majority voice vote with Councilor Luna absent without discussions because it is less than \$20,000.

ATTACHMENTS:

- mac AWARD LETTER 2015 FY16 (2) (PDF)

RESULT: PASSED BY VOICE VOTE**27. Order (ID # 3185)**

Parks Department Donation - \$12,000

COMMENTS - Current Meeting:

Read and the Council accepted a donation in the amount of \$12,000 from Parents and Friends of STAR, Inc on behalf of the Park Department Recreation Division to be used for staffing for the Parks Department's Fun N Fitness program as requested by the donor and the Order passed by a majority voice vote with Councilor Luna absent without discussions because it is less than \$20,000.

ATTACHMENTS:

- Fun N' Fitness Check Copy (PDF)

RESULT: PASSED BY VOICE VOTE**28. Order (ID # 3162)**

MassMutual Grant - No Match - \$10,727

COMMENTS - Current Meeting:

Read and the Council accepted a grant in the amount of \$10,727 from MassMutual Financial Group on behalf of the Fire Department to be used for the automated Sparky Fire dog program and expenses or as requested by the donor and the Order passed by a majority voice vote with Councilor Luna absent without discussions because it is less than \$20,000.

ATTACHMENTS:

- MassMutual Sparky Dog Award Letter (PDF)
- Mass Mutual Grant Set-Up Form (PDF)

RESULT: PASSED BY VOICE VOTE**29. Order (ID # 3187)**

Department of Public Works SMRP Award - \$9,600

COMMENTS - Current Meeting:

Read and the Council accepted a Sustainable Materials Recovery Program award on behalf of the DPW in the amount of \$9,600 from Mass DEP to be used to improve the City recycling programs and polices and to purchase recycling bins and/or related items and the Order passed by a majority voice vote with Councilor Luna absent without discussions because it is less than \$20,000.

ATTACHMENTS:

- SMRP Award Letter (PDF)
- SMRP 9,600 Grant Set Up Form (PDF)

RESULT: PASSED BY VOICE VOTE**30. Order (ID # 3186)**

Parks Department Grant - Attorney General Summer Youth Jobs - \$8,663.00

COMMENTS - Current Meeting:

Read and the Council accepted a grant in the amount of \$8,663 from Mass Attorney General's Office on behalf of the Park Department to be used to provide opportunities for employment, health, and wellness to benefit youth from low socio-economic status communities and the Order passed by a majority voice vote with Councilor Luna absent without discussions because it is less than \$20,000.

ATTACHMENTS:

- Attorney General's Grant Award Letter (PDF)

RESULT: PASSED BY VOICE VOTE**31. Order (ID # 3193)**

Police Department Donation - \$2,000.00

COMMENTS - Current Meeting:

Read and the Council accepted a donation in the amount of \$2,000 from Exxon Mobil

Corporation on behalf of the Police Department to be used by the department for administrated needs and the Order passed by a majority voice vote with Councilor Luna absent without discussions because it is less than \$20,000.

RESULT: PASSED BY VOICE VOTE

32. Order (ID # 3204)

Department of Public Works SMRP Award - \$2,000

COMMENTS - Current Meeting:

Read and the Council accepted a Sustainable Materials Recovery Program award on behalf of the DPW in the amount of \$2,000 from Mass DEP to be used to improve the City recycling programs and polices and to purchase recycling out reach materials and/or related items and the Order passed by a majority voice vote with Councilor Luna absent without discussions because it is less than \$20,000.

ATTACHMENTS:

- SMRP Targeted - Grant Set Up Form (PDF)
- SMRP Targeted Award Letter (PDF)

RESULT: PASSED BY VOICE VOTE

33. Order (ID # 3178)

Public Libraries Fund Grant Increase - No Match Required \$325.86

COMMENTS - Current Meeting:

Read and the Council accepted a Library Fund Grant increase on behalf of the Library Department in the amount of \$325.86 from Mass Board of Library Commissioners to be used to further music-related programs, purpose or provide additional benefits and the Order passed by a majority voice vote with Councilor Luna absent without discussions because it is less than \$20,000.

ATTACHMENTS:

- Public Libraries Fund Grant Increase (PDF)

RESULT: PASSED BY VOICE VOTE

34. Order (ID # 3176)

FY6 One Care Funding Grant Increase- No Match Required \$100.00

COMMENTS - Current Meeting:

Read and the Council accepted a Duel Once Care Fund Rate Grant increase on behalf of the Department of Elder Affairs in the amount of \$100 from Mass Executive Office of Elder Affairs to be used to provide counseling and assist Medicare/Medicaid beneficiaries ages 21-64 to know their rights and health insurance choices including Integrated Care Organizations in Massachusetts (One Care) and the Order passed by a majority voice vote with Councilor Luna absent without discussions because it is less than \$20,000.

ATTACHMENTS:

- Dual One Care Increase (PDF)

RESULT: PASSED BY VOICE VOTE**35. Order (ID # 3195)**

Order Approving Donation of Services, Labor and Materials for Police Memorial

COMMENTS - Current Meeting:

Read and an explanation was given by Ltd. Mark Kenney Police Department stated that the donation was from Brennan Family Foundation, Ottani Landscape Design and Tree Corp in the amount of \$7,792 to refurbish the Police Memorial monuments dedicated to police officers killed in the line of duty located on the plaza outside of the Springfield Police Headquarters at 130 Pearl Street, Springfield. Brennan work will include \$6,500 in design services, labor, landscape (including shrubs, flowers, mulch and sod) and fencing; Ottani work includes \$792 in 24 hours of labor and install new shrubs, flowers, mulch and sod; and Tree Corp work includes \$500 of labor to remove the existing shrubs, labor, bushes and mulch and the Order passed by a majority voice vote with Councilor Luna absent.

ATTACHMENTS:

- Exhibit A - Landscape Design for Refurbished Police Memorial at SPD Headquarters (PDF)

RESULT: PASSED BY VOICE VOTE**36. Order (ID # 3194)**

Police Department Donation - \$50.00

COMMENTS - Current Meeting:

Read and the Council accepted the donation in the amount of \$50 from Theresa Gosselin on behalf of the Police Department to support the Department's K-9 Fund as requested by the donor and the Order passed by a majority voice vote with Councilor Luna absent without discussions because it is less than \$20,000.

RESULT: PASSED BY VOICE VOTE**IV. General Business****37. Order (ID # 3207)**

Order Approving MOU Agreement with Local Communities for Shared Bike Path Program
Please see attached materials

COMMENTS - Current Meeting:

Read and the item was withdrawn at the request of the Sponsor on a motion by Councilor Williams and seconded by Councilor Shea and said motion passed by a majority voice vote with Councilor Luna absent.

ATTACHMENTS:

- Bike Share MOU (PDF)

RESULT: WITHDRAWN

38. Order (ID # 3169)

Non-Binding Question on Common Core Standards

COMMENTS - Current Meeting:

Read and an explanation was given by Councilor Kenneth E. Shea requesting the City Council and the Mayor place a non-binding public policy opinion advisory question at the municipal election on November 3, 2015 as follows: " Do you support the Massachusetts Board of Elementary and Secondary Education's decision to adopt Common Core Education standards for the State of Massachusetts. Yes ___ No ___." Councilor Shea asked the President to suspend the rules to allow members of the public to speak and no one objected and the following individual spoke in opposition to the Common Core Standard Ellen Wray; Tiffany Harbridge; Ronald Crochietiere and Joann Able (sic) stating among other things that Massachusetts standards are higher; teacher are not in favor of the standards; other states are opposed to the standards. Councilors Hurst and Williams asked if the School Department and Superintendent Warwick where in favor and Ms. Wray said that Superintendent opinion is not the issue because this is for the peoples to decide and the Non-Binding Question passed by a majority voice vote with Councilor Luna absent.

RESULT: PASSED BY VOICE VOTE
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39. Resolution (ID # 3181)

GIC Resolution

COMMENTS - Current Meeting:

Read and an explanation was given by Clodo Concepcion that the Resolution is to urge the Mayor and the Director of Human Resources and Labor Relations to go out for a public bid on employee health insurance and T J Pante, CAFO stating that the Resolution needed to be amended and City has hired a consultant to look data to see if it makes financial sense to go out to bid. Mr. Plante offered the following changes: second paragraph delete "October 1, 2015" and inserting "December 1, 2015"; third paragraph by deleting "Director of Human Resources and Labor Relations" and inserting "Chief Administrative and Financial Officer to review relevant data to determine whether it makes financial sense" and the Resolution passed by a majority voice vote with Councilor Luna absent.

RESULT: PASSED AS AMENDED -VOICE
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Motion To: A, Motion to Amend Reolution**COMMENTS - Current Meeting:**

Councilor Edwards made a motion to amend the Resolution as follows: second paragraph delete "October 1, 2015" and inserting "December 1, 2015"; third paragraph by deleting "Director of Human Resources and Labor Relations" and inserting "Chief Administrative and Financial Officer to review relevant data to determine whether it makes financial

sense" and was seconded by Councilor Williams and said Motion to Amend passed by a majority voice vote with Councilor Luna absent.

RESULT: ADOPTED VOICE

40. Order (ID # 3155)

Order Approving Tax Increment Financing Agreement with Falvey Linen Supply Inc.

Please see attached materials

COMMENTS - Current Meeting:

Read and an explanation was given by Kevin Kennedy, Chief Development Officer and Richard Allen Chair of the Board of Assessors that the Order is to provide a 5 year (July 1, 2016 through June 30, 2021) "Tax Increment Financing Agreement" (TIF) for Falvey Linen Supply, Inc and East Springfield Realty, LLC to move from Cranston RI to 100 Brookdale Drive, Springfield, MA and purchase a 243,824 square foot building and would hire 100 new employees at the plant and invest \$7,000,000 (\$3,000,000 for building and \$4,000,000 investment) by November 2016 in renovations, personal property and equipment and use best efforts to market and recruit residents of the City with priority to residents of the immediate East Springfield Neighborhood. The Parties agree that the Base Valuation shall be determined as of January 1, 2016. Value exemption is 100% for year one; 80% for year two; 60% for year three; 40% for year four; 20% for year five; Councilors Twiggs and Ramos expressed concerns about the number of Springfield residents would be given priority for jobs and asked Associate City Solicitor Anthony Wilson if the City could require a percentage of total jobs. Associate City Solicitor Wilson said the City has latitude on setting conditions but he was not aware of any City that has hard percentage on total number of hires but he has been told Worcester has such of condition in their TIF, however, he has not been able to confirm that rumor. Councilor Twiggs made a motion to require 50% City residents in employment at Falvey and was seconded by Councilor Williams and after discussion the motion was withdrawn after Falvey agreed to 50% best effort to hire City residents and the Order passed by the following roll call vote.

ATTACHMENTS:

- Falvey Draft TIF Agreement (DOC)

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

41. Order (ID # 3208)

Order Approving Tax Increment Financing Agreement with CNR MA Corporation

Please see attached materials

COMMENTS - Current Meeting:

Read and an explanation was given by Kevin Kennedy, Chief Development Officer and Richard Allen Chair of the Board of Assessors that the Order is to provide a 10 year (July 1, 2017 through June 30, 2027) "Tax Increment Financing Agreement" (TIF) for CNR Springfield, LLC and CNR MA, Corporation (CNR) to location and build a railcar assembly facility at 655-735 Page Boulevard, Springfield, MA and purchase an existing building for office and related use; and construct and a new approximately 213,000 square foot rail assembly structure; and install related track improvement site and landscape improvement and parking areas (the Project). The CNR would hire 150 full time position by April, 2018 at the Project and invest \$95,000,000 in the Project, encompassing building construction, site improvements, and acquisition and installation of personal property, machinery and equipment and use best efforts to market and recruit residents of the City with priority to residents of the immediate East Springfield Neighborhood. The Parties agree that the Base Valuation shall be determined as of January 1, 2017. Value exemption is 50% for year one through year three; 35% for years four and five; 25% for years six and seven; 20% for years eight; 5% for years nine and ten. Council President suspended the Rules to hear from Davis D'Alma, Pioneer Valley Building Trades Council and John Sacmon, Local 63 Sheetmetal Workers and they spoke requesting the Councilor approve the TIF and said among other things that the Project will bring good jobs to the City and allow more Springfield residents to get building trade training and would be good for the economy. Councilors Ramos and Twiggs expressed concerns over the process and short time frame for approval and Council need more time to review the agreement and lack of percentage of local jobs but both indicated that they were in favor of the Project. Councilors Shea, Ashe Concepcion and Rooke spoke saying that the Project should go forward and if the process is wrong don't hold up the Project as the process can be corrected later, and the vote should be taken tonight and Council should do its due diligence before approving a \$10 million tax break. Councilor Ramos made a motion to refer to committee and was seconded by Councilor Edwards and on a requested roll call vote by Councilor Shea the motion to committee failed. Councilor Rooke then made a motion to amend the agreement to a 50% best effort provision for local jobs and was seconded by Councilor Ashe, however after discussion where the agreement had a 35% guarantee for Springfield jobs versus a 50% best effort the motion was withdrawn. Councilor Ramos invoked Council Rule 20 which cut off debate until a report from the Comptroller on the financial impact of the TIF. Councilor Rooke and Shea objected to the use of Rule 20 but Council President Fenton ruled that the use was valid and debate ended.

ATTACHMENTS:

- CNR Redlined TIF Agreement Order 9.9.15 (DOCX)

RESULT: RULE 20**Next: 9/29/2015 5:00 PM****Motion To:** A. Motion to Refer to Committee**COMMENTS - Current Meeting:**

Councilor Ramos made a motion to refer to committee and was seconded by Councilor Edwards and on a requested roll call vote by Councilor Shea the motion to committee failed by the following roll call vote.

RESULT:	DEFEATED [5 TO 7]
MOVER:	Orlando Ramos, Vice President
SECONDER:	Melvin A. Edwards, Ward 3 Councilor
AYES:	Allen, Ramos, Twiggs, Edwards, Fenton
NAYS:	Ashe, Concepcion, Shea, Rooke, Williams, Hurst, Walsh
ABSENT:	Zaida Luna

Motion To: B. Rule 20

COMMENTS - Current Meeting:

Councilor Ramos invoked Council Rule 20 which cut off debate until a report from the Comptroller on the financial impact of the TIF. Councilor Rooke and Shea objected to the use of Rule 20 but Council President Fenton ruled that the use was valid and debate ended.

RESULT:	TABLED
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42. Order (ID # 3206)

Order Approving and Authorizing the Mayor to Grant a Permanent Access Easement for South Side Page Boulevard

Please see attached materials

COMMENTS - Current Meeting:

Read and explanation with given by Brian Connors, Deputy Director of Planning and Economic Development stating that the Order is to provide street access through a temporary non-exclusive easement to use a small section of the driveway located on the southwestern portion of the property to Campagnari Construction, LLC of the property known as SS Page Boulevard and Roosevelt Avenue the Fire Station. Councilor Rooke made a motion to amend the order by changing the Temporary Easement to a Permanent Easement and was seconded by Councilor Williams. The Order as amended by passed by the following roll call vote.

ATTACHMENTS:

- Order Approving Page Boulevard Temp Access Easement (DOC)
- Temporary Access Easement (DOC)

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

Motion To: A. Motion to Amend

COMMENTS - Current Meeting:

Councilor Rooke made a motion to amend the order by changing the Easement from Temporary to Permanent and was seconded by Councilor Williams and said motion passed by majority voice vote with Councilor Luna absent.

RESULT: ADOPTED VOICE**43. Order (ID # 3189)**

Collective Bargaining Ratification - Springfield Public Health Nurses Association

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 Public Health Nurses Association for the time period of July 1, 2014 through June 30, 2016 and includes a 2% increase effective July 1, 2014; and a 2% increase effective July 1, 2015; and residency for all members of the bargaining unit hired on or after July 1, 2012 and the Order passed by the following roll call vote.

ATTACHMENTS:

- PHN City Council Report and TA 8 27 15 (PDF)

RESULT:	ADOPTED [12 TO 0]
MOVER:	Kenneth E. Shea, Ward 6 Councilor
SECONDER:	E. Henry Twiggs, Ward 4 Councilor
AYES:	Ashe, Allen, Concepcion, Shea, Ramos, Rooke, Williams, Twiggs, Hurst, Edwards, Walsh, Fenton
ABSENT:	Zaida Luna

44. Order (ID # 3180)

South End Community Center Bond Authorization - \$9,542,500.00

COMMENTS - Current Meeting:

Read and Rule 19 suspended and an explanation was given by Peter Garvey Director of Capital Asset Construction and T J Plante, CAFO stated that the Order is to authorize a Bond in he amount \$9,542,500.00 to construct a new South End Community Center (Center) at Marble Street, Emerson Wright Park and will reinstate the services formally delivered on Howard Street at the Armory building and partially destroyed by the June 1, 2011 tornado. The rebuild Center will be use to create an alternative to gangs and teach community awareness and community participation through athletic/recreation activities, sport clinics, community meetings and special events. Councilor Allen asked how much FEMA money was being used and Mr. Plante said \$6 million from FEMA and \$4,292,500 in City Funds. Councilor Williams and Edwards both praised the project stating that is was good use of federal funds and a win-win for the City. Yolanda Cancel spoke expressing concerns about the basketball court being on the opposite side of the building from the park stating that parents could not see their children because of the building and read for 2nd time and the Order passed by the following roll call vote.

ATTACHMENTS:

- CAFO Cert - SECC Construction (DOCX)

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

45. Order (ID # 3196)

Order Approving Contract Over 3 Years for Lease/Purchase Financing of Computers for School Dept.

COMMENTS - Current Meeting:

Read and an explanation was given by Paul Foster, Director IT School Department that the Order is to allow the Purchase Department to solicit bids for lease-purchase financing to replace 6,802 computers (790 laptops for staff, 348 desktops for staff and student use; and 236 laptop carts with 24 laptop per cart for students use) for a period of 4 years at an estimated cost of \$401,194.44 and the Order passed by the following roll call vote.

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

46. Order (ID # 3198)

Order Approving Contract Over 3 Years for Lease/Purchase Financing of Fire Apparatus

COMMENTS - Current Meeting:

Read and an explanation was given by Erica Floyd Budget Director Fire Department that the Order is to allow the Purchase Department to solicit bids for lease-purchase financing for the Fire Pumper Apparatus for a term 6 years at the lowest interest rate and the Order passed by the following roll call vote.

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

47. Order (ID # 3197)

Bills of Prior Year - Various Departments

COMMENTS - Current Meeting:

Read and an explanation was given by Stephen Lonergan, City Collector stating that the Law Department is requesting authority to pay a \$18,116.20 bill incurred in FY15 for the Assessors \$3,633.05; Treasurer (\$287.00); Code Building (\$359.80); DPW (\$10,988.98); Law (\$2,282.40); Elections (\$89.00); and TJO (\$475.99) out of FY16 funds and the Order passed by the following roll call vote.

ATTACHMENTS:

- 9-14-15 - Prior Year Bills Schedule 1 (PDF)
- CAFO Certification BOPY (DOCX)

RESULT:	ADOPTED [12 TO 0]
MOVER:	Kenneth E. Shea, Ward 6 Councilor
SECONDER:	Clodo Concepcion, Ward 5 Councilor
AYES:	Ashe, Allen, Concepcion, Shea, Ramos, Rooke, Williams, Twiggs, Hurst, Edwards, Walsh, Fenton
ABSENT:	Zaida Luna

48. Order (ID # 3163)

Bill of Prior Year - Elections - \$89.00

COMMENTS - Current Meeting:

Read and the item was withdrawn because it is part of agenda item #3163 (Bills of Prior Year) and on a motion by Councilor Ashe and seconded by Councilor Edwards to allow withdrawn said motion passed by a majority voice vote with Councilor Luna absent.

ATTACHMENTS:

- BOPY Elections Invoice (PDF)
- Elections PO Inquiry (PDF)

RESULT:	WITHDRAWN
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49. Resolution (ID # 3110)

Prohibition on the Sale of Loose Cigars

HISTORY:

06/15/15	City Council	REFERRED TO COMMITTEE
Next: 09/14/15		

COMMENTS - Current Meeting:

Read and Councilor Williams request that the item remains in committee and Councilor Williams made a motion to refer to Committee and seconded by Councilor Ramos and said motion passed by a majority voice vote with Councilor Luna absent and refer back to Health and Human Service Committee.

RESULT:	REFERRED TO COMMITTEE	Next: 10/5/2015 7:00 PM
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V. Suspension of Rules



City of Springfield

ADOPTED

Meeting: 09/14/15 07:00 PM
Initiator: Pat Burns
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3201

A.1

June Revenue Vs. Expenditure Report (Mayor Sarno)

RESULT: PASSED BY VOICE VOTE

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

For the period ended
06/30/15

Revenues and Other Sources:	Revised Budget	Actual	Variance Over/(Under)	%
Real Estate & Personal Property Taxes	\$ 176,111,384	\$ 170,110,660	\$ (6,000,724)	97%
Allowance for Abatements & Exemptions	(4,530,488)	(3,821,142)	709,345	84%
Real Estate & Personal Property Taxes - Tax Liens	-	2,141,570	2,141,570	0%
Motor Vehicle Excise	9,600,000	9,984,739	384,739	104%
Penalties, interest and other taxes	5,072,427	5,614,009	541,582	111%
Charges for Services	12,467,836	12,485,127	17,291	100%
Intergovernmental	346,115,651	346,212,204	96,553	100%
MSBA Payments	14,560,053	14,560,053	-	100%
Licenses and Permits	6,009,143	5,093,120	(916,023)	85%
Fines and Forfeits	423,386	499,791	76,405	118%
Interest earned on Investments	1,196,859	1,301,657	104,798	109%
Miscellaneous	5,252,990	8,178,081	2,925,091	156%
FY 2014 Net School Spending Shortfall (a.)	18,571,226	18,571,226	-	100%
Stabilization Reserves	3,856,130	3,856,130	-	100%
Other Financing Sources	2,992,065	2,992,065	-	100%
Overlay Surplus	2,700,000	2,700,000	-	100%
Total Revenues and Other Sources	600,398,662	600,479,289	80,628	100%
Expenditures and Other Uses:				
General government	21,712,169	21,216,860	495,309	98%
Public safety				
Police	39,888,209	39,161,135	727,074	98%
Fire	20,293,920	20,214,854	79,066	100%
Centralized Dispatch	1,756,719	1,735,202	21,517	99%
Other	3,438,961	3,379,060	59,901	98%
Health and Welfare	4,917,205	4,631,365	285,840	94%
Public works	11,268,417	10,691,307	577,110	95%
Education	384,932,515	384,862,611	69,904	100%
Culture and recreation	12,389,128	12,218,713	170,415	99%
Pension and fringe	53,177,581	52,978,747	198,834	100%
State and district assessments	3,288,772	3,288,773	(1)	100%
Debt Service	38,090,246	36,734,208	1,356,038	96%
Pay as you go Capital	612,110	610,700	1,410	100%
Other Financing Use - Fire Capital	200,000	200,000	-	100%
Other Financing Use - Pay Go Capital	279,942	279,942	-	100%
Other Financing Use - ITD Capital Lease	61,933	61,933	-	100%
Other Financing Use - Trash Enterprise Supplement	4,090,834	4,090,834	-	100%
Total Expenditures and Other Uses	600,398,662	596,356,246	4,042,416	99%
Excess (deficiency) of revenues and other sources over expenditures and other uses	\$ -	\$ 4,123,044	\$ 4,123,044	

(a.) The FY 2014 Net School Spending Requirement shortfall must be appropriated in the School Budget pursuant to Chapter 70 Section 11 of the Education Reform Act of 1993.

CITY OF SPRINGFIELD, MASSACHUSETTS
Budget and Actual - General Fund
Expenditures and Encumbrances
For the period ended
06/30/15

Expenditures and Other Uses:	Original Budget	Transfers In/(Out)	Revised Budget	Expenditure	Encumbrance	Variance Over/(Under)	%
General government	19,817,651	1,894,518	21,712,169	20,492,410	724,450	495,309	98%
Public safety							
Police	40,386,314	(498,105)	39,888,209	38,931,069	230,066	727,074	98%
Fire	20,293,920	-	20,293,920	20,150,863	63,991	79,066	100%
Centralized Dispatch	1,676,719	80,000	1,756,719	1,733,452	1,750	21,517	99%
Other	3,430,409	8,552	3,438,961	3,332,876	46,184	59,901	98%
Health and Welfare	4,933,005	(15,800)	4,917,205	4,558,594	72,771	285,840	94%
Public works	10,115,556	1,152,861	11,268,417	10,594,150	97,157	577,110	95%
Education	369,413,118	15,519,397	384,932,515	368,108,521	16,754,090	69,904	100%
Culture and recreation	12,376,041	13,087	12,389,128	11,910,300	308,414	170,415	99%
Pension and fringe	53,177,581	-	53,177,581	52,968,747	10,000	198,834	100%
State and district assessments	3,288,772	-	3,288,772	3,194,775	93,998	(1)	100%
Debt Service	38,090,246	-	38,090,246	36,734,108	100	1,356,038	96%
Pay as you go Capital	892,052	(279,942)	612,110	497,124	113,576	1,410	100%
Other Financing Use - Fire Capital	-	200,000	200,000	200,000	-	-	100%
Other Financing Use - Pay Go Capital	-	279,942	279,942	279,942	-	-	100%
Other Financing Use - ITD Capital Lease	-	61,933	61,933	61,933	-	-	100%
Other Financing Use - Trash Enterprise Supplement	4,031,454	59,380	4,090,834	4,090,834	-	-	100%
Total Expenditures and Other Uses	581,922,839	18,475,823	600,398,662	577,839,699	18,516,547	4,042,416	99%



City of Springfield

ADOPTED

Meeting: 09/14/15 07:00 PM
Initiator: Pat Burns
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3202

A.2

July Revenue Vs. Expenditure Report (Mayor Sarno)

RESULT: PASSED BY VOICE VOTE

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

For the period ended
07/31/15

Revenues and Other Sources:	Revised Budget	Actual	Variance Over/(Under)	%
Real Estate & Personal Property Taxes	176,662,920	\$ 35,936,291	\$ (140,726,629)	20%
Real Estate & Personal Property Taxes - Tax Liens	-	360,070	360,070	0%
Motor Vehicle Excise	9,800,000	323,320	(9,476,680)	3%
Penalties, interest and other taxes	5,153,730	107,456	(5,046,274)	2%
Charges for Services	12,997,997	1,284,224	(11,713,773)	10%
Intergovernmental	356,360,480	29,317,864	(327,042,617)	8%
MSBA Payments	12,933,936	-	(12,933,936)	0%
Licenses and Permits	8,475,133	267,778	(8,207,355)	3%
Fines and Forfeits	450,180	33,065	(417,115)	7%
Interest earned on Investments	1,346,859	32,590	(1,314,269)	2%
Miscellaneous	10,730,568	479,952	(10,250,616)	4%
FY 2015 Net School Spending Shortfall (a.)	1,114,592	1,114,592	-	100%
Stabilization Reserves	-	-	-	0%
Other Financing Sources	-	-	-	0%
Total Revenues and Other Sources	596,026,395	69,257,201	(526,769,194)	12%
Expenditures and Other Uses:				
General government	19,657,286	3,946,233	15,711,053	20%
Public safety				
Police	41,251,354	3,414,550	37,836,805	8%
Fire	21,413,297	2,193,057	19,220,241	10%
Centralized Dispatch	1,828,958	177,600	1,651,358	10%
Other	3,725,628	234,007	3,491,621	6%
Health and Welfare	4,845,997	355,416	4,490,580	7%
Public works	9,987,467	4,107,355	5,880,112	41%
Education	379,683,266	27,498,045	352,185,221	7%
Culture and recreation	12,030,929	1,699,661	10,331,268	14%
Pension and fringe	55,932,636	31,661,824	24,270,812	57%
State and district assessments	3,299,435	289,334	3,010,101	9%
Debt Service	36,395,462	656,400	35,739,062	2%
Pay as you go Capital	1,932,506	-	1,932,506	0%
Other Financing Use - Trash Enterprise Supplement	4,042,175	4,042,175	-	100%
Total Expenditures and Other Uses	596,026,395	80,275,657	515,750,739	13%
Excess (deficiency) of revenues and other sources over expenditures and other uses	-	\$ (11,018,455)	\$ (11,018,455)	

(a.) The FY 2015 Net School Spending Requirement shortfall must be appropriated in the School Budget pursuant to Chapter 70. Section 11 of the Education Reform Act of 1993.

Attachment: July Revenue Vs. Expenditure Statement (3202 : July Revenue Vs. Expenditure Report)

CITY OF SPRINGFIELD, MASSACHUSETTS
Budget and Actual - General Fund
Expenditures and Encumbrances

For the period ended
07/31/15

Expenditures and Other Uses:	Original Budget	Transfers In/(Out)	Revised Budget	Expenditure	Encumbrance	Variance Over/(Under)	%
General government	19,657,286	-	19,657,286	2,371,614	1,574,619	15,711,053	20%
Public safety							
Police	41,251,354	-	41,251,354	2,774,027	640,523	37,836,805	8%
Fire	21,413,297	-	21,413,297	1,904,353	288,704	19,220,241	10%
Centralized Dispatch	1,828,958	-	1,828,958	177,600	-	1,651,358	10%
Other	3,725,628	-	3,725,628	167,026	66,981	3,491,621	6%
Health and Welfare	4,845,997	-	4,845,997	339,313	16,103	4,490,580	7%
Public works	9,987,467	-	9,987,467	3,480,468	626,887	5,880,112	41%
Education	378,568,673	1,114,593	379,683,266	22,842,537	4,655,508	352,185,221	7%
Culture and recreation	12,030,929	-	12,030,929	1,225,700	473,961	10,331,268	14%
Pension and fringe	55,932,636	-	55,932,636	30,671,824	990,000	24,270,812	57%
State and district assessments	3,299,435	-	3,299,435	289,334	-	3,010,101	9%
Debt Service	36,395,462	-	36,395,462	656,400	-	35,739,062	2%
Pay as you go Capital	1,932,506	-	1,932,506	-	-	1,932,506	0%
Other Financing Use - Trash Enterprise Supplement	4,042,175	-	4,042,175	4,042,175	-	-	100%
Total Expenditures and Other Uses	594,911,803	1,114,593	596,026,395	70,942,371	9,333,286	515,750,739	13%



City of Springfield

ADOPTED

Meeting: 09/14/15 07:00 PM
Initiator: Hector Velez
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3182

2.3

Order of Location for the Installation and Maintenance of Underground Utilities

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

IT IS HEREBY ORDERED:

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

Cass 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 September 14, 2015

City Clerk

We hereby certify that on July 15, 2015, at 5:00 PM, at Front of #31 Cass Street a public hearing was held on the petition of the EVERSOURCE ENERGY 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 September 14, 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

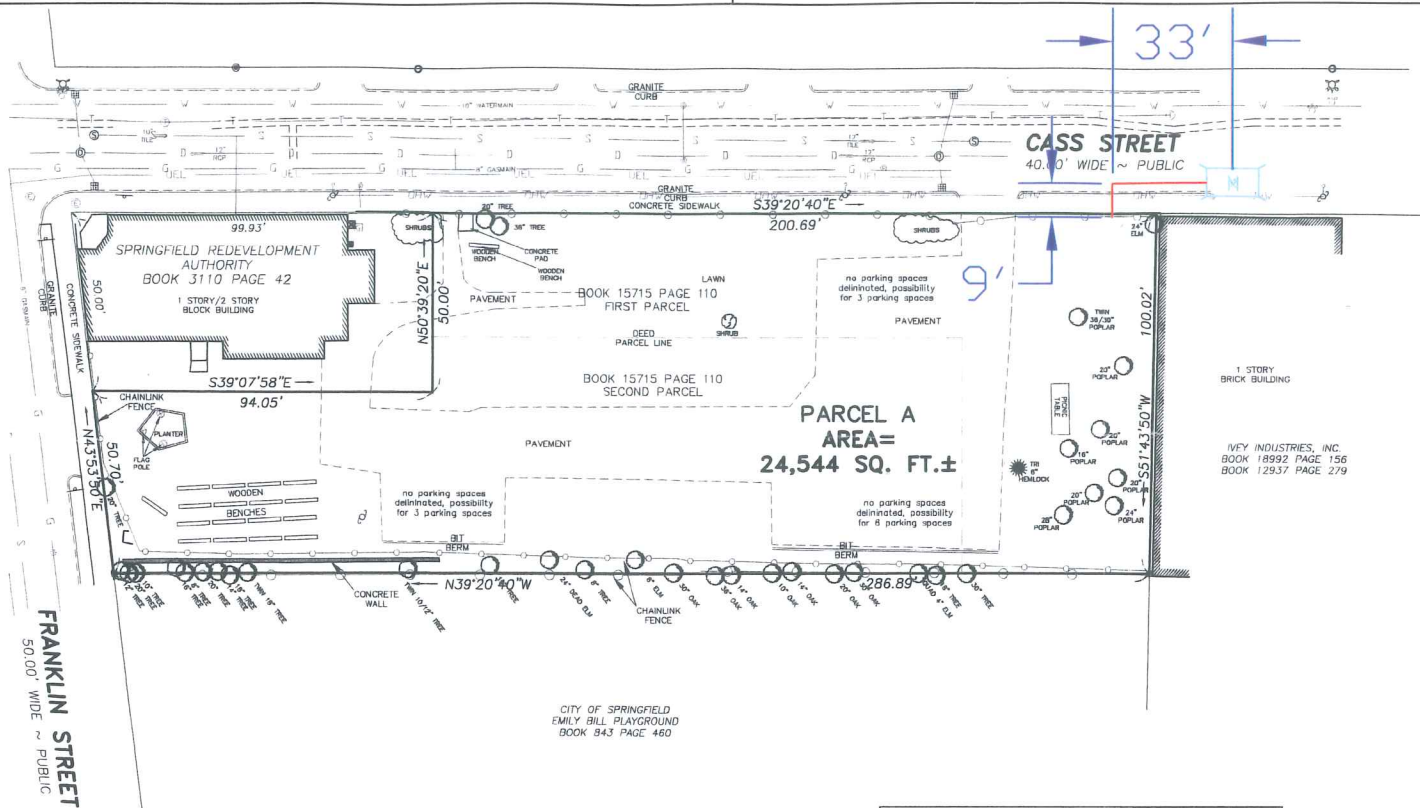
EVERSOURCE ENERGY

TOWN

SPRINGFIELD

STREET

60 CASS ST



NOTES:

1. FOR REFERENCE TO ENCLOSED PERIMETER, SEE BOOK 15715, PAGE 110 & PLAN BOOK 32, PAGE 23.

2. UNDERGROUND UTILITY LOCATIONS SHOWN HEREON ARE BASED UPON SURFACE FEATURES AS LOCATED BY SURVEY AND AVAILABLE RECORD DATA, AND ARE APPROXIMATE. ACTUAL LOCATIONS SHOULD BE VERIFIED WITH THE APPROPRIATE UTILITY COMPANY AND/OR MUNICIPAL DEPARTMENT PRIOR TO FINAL DESIGN AND/OR CONSTRUCTION.

3. THE PREMISES SHOWN HEREON DO NOT LIE WITHIN A FLOOD HAZARD ZONE AS SHOWN ON FEDERAL FLOOD INSURANCE RATE MAP NUMBER 25013C0402E.

PURPOSE AND DESCRIPTION

EVERSOURCE WILL INSTALL (4) 4" CONDUITS FROM MH TO NEW PAD AT 60 CASS ST.

LOCATED

LEGEND	
PROPOSED JOINT POLE	PROPOSED PAD MOUNT TRANSFORMER
PROPOSED W.M.E.CO. POLE	EXISTING PAD MOUNT TRANSFORMER
EXISTING JOINT POLE	EXISTING MANHOLE
EXISTING W.M.E.CO. POLE	UG EXISTING CONDUIT
EXISTING W.M.E.CO. POLE TO BE JOINT	UG PROPOSED CONDUIT
EXISTING FOREIGN POLE TO BE JOINT	PROPOSED HANDHOLE
	EXISTING HANDHOLE
	ANCHOR
	PROPOSED SILO
	EXISTING SILO
	HEXHOLE

AWN BY
MICHAEL WILSON

W.R.#
2416798

DISTANCES ARE APPROXIMATE
1" = 50'

PETITION NO.

6225

Attachment: Plan Cass Street (3182 : Cass Street)

**DEPARTMENTAL AND INTERDEPARTMENTAL CORRESPONDENCES
CITY OF SPRINGFIELD
MASSACHUSETTS**

DATE: June 29, 2015

TO: Wayman Lee, Esq.
City Clerk

FROM: Hector Velez, DPW Engineer
on behalf of BPW

DEPARTMENT: City Clerk

SUBJECT: Board's agenda for:
July 15, 2015

NOTICE OF MEETING

Wednesday– July 15, 2015 – On front of #31 Cass Street, Springfield MA at 5:00 P.M

Minutes of Previous Meeting
Communications
Old Business

EVERESOURCE
New Business: 60 Cass Street

HEARING RE: To install 4- 4 inches conduits from existing manhole to new pad.

Attachment: 7-15-2015 notice of meeting #6225 (3182 : Cass Street)



City of Springfield

ADOPTED

Meeting: 09/14/15 07:00 PM
Initiator: Hector Velez
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3183

2.4

Order of Location for the Installation and Maintenance of Underground Utilities

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

IT IS HEREBY ORDERED:

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

Parkerview 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 September 14, 2015

City Clerk

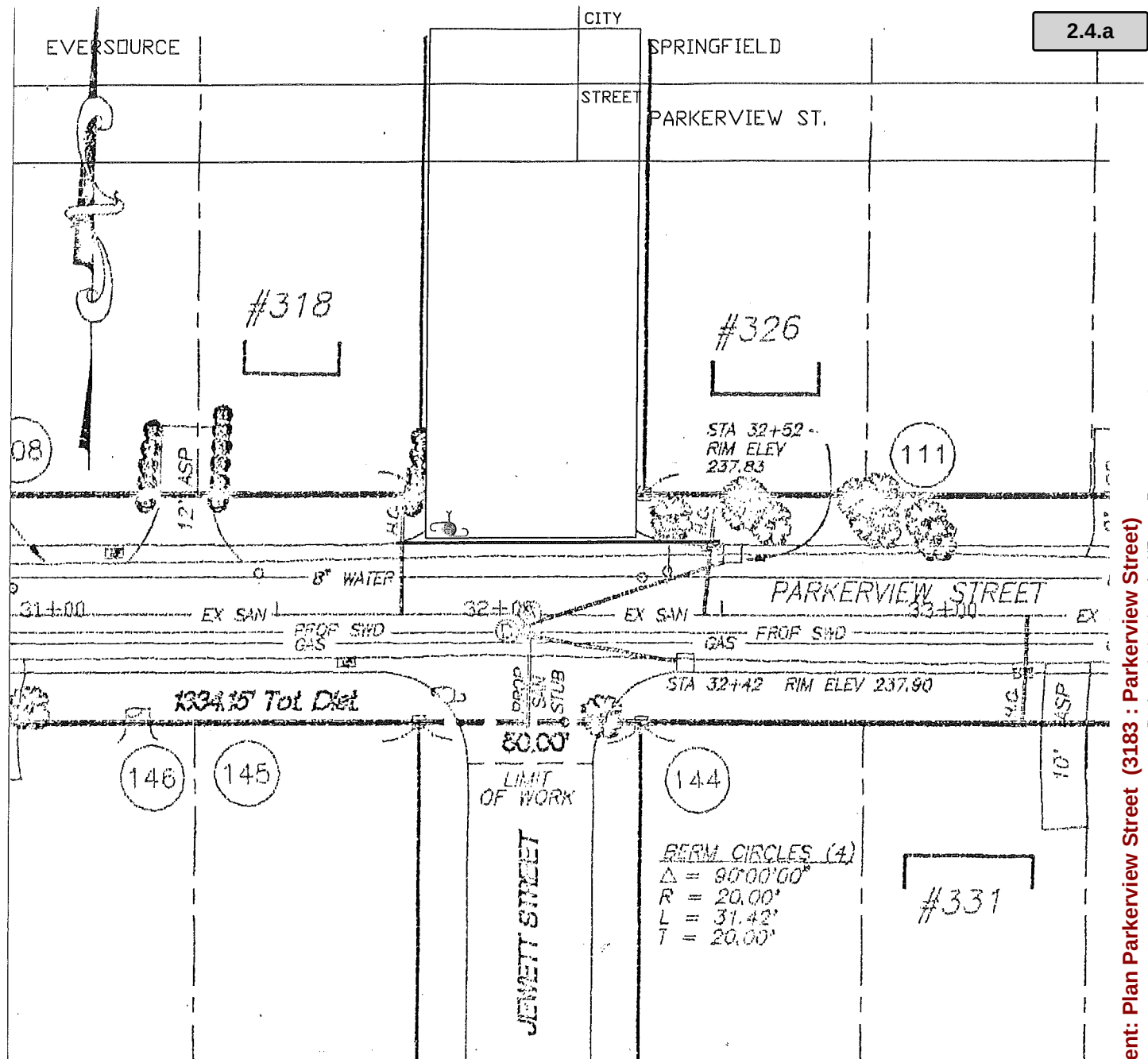
We hereby certify that on July 20, 2015, at 5:00 PM, at At the Corner of Parkerview Street and Jewett Street a public hearing was held on the petition of the EVERSOURCE ENERGY for permission to complete the above mentioned request.

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 September 14, 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



PURPOSE AND DESCRIPTION

EVERSOURCE NEEDS TO INSTALL JOINT OWNED STUB POLE/ANCHOR TO BACK UP POLE LINE DOWN JEWETT STREET

LEGEND

PROPOSED JOINT POLE

PROPOSED W.M.E.CO. POLE

EXISTING JOINT POLE

EXISTING W.M.E.CO. POLE

EXISTING W.M.E.CO. POLE TO BE JOINT

EXISTING FOREIGN POLE TO BE JOINT

PROPOSED PAD MOUNT TRANSFORMER

EXISTING PAD MOUNT TRANSFORMER

EXISTING MANHOLE

UG EXISTING CONDUIT

UG PROPOSED CONDUIT

PROPOSED HANDHOLE

EXISTING HANDHOLE

ANCHOR

PROPOSED SILO

EXISTING SILO

HEXHOLE

DRAWN BY

PAUL LABOWSKI

W.D.#

2518586

68521844

SCALE

1' = 1'

PETITION NO.

6-220

Attachment: Plan Parkerview Street (3183 : Parkerview Street)

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

June 30, 2015

Notice is hereby given that the Board of Public Works will give a hearing **at the corner of Parkervie Street and Jewett Street, Monday, July 20, 2015 at 5:00 P.M.** to all parties interested in the petition of **Eversource Energy Company/ Verizon New England** to install joint owned stub pole/Anchor to back up pole line.

By Order of the City Council

Wayman Lee, Esquire

City Clerk

FOR INFORMATION CALL:

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

Attachment: 7-20-15 abutter notice wmeco #6220 RESH (3183 : Parkervie Street)



City of Springfield

ADOPTED

Meeting: 09/14/15 07:00 PM
Initiator: Hector Velez
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3184

2.5

Order of Location for the Installation and Maintenance of Underground Utilities

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

IT IS HEREBY ORDERED:

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

Mazarin 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 September 14, 2015

City Clerk

We hereby certify that on September 2, 2015, at 5:00 PM, at End of Mazarin 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 September 14, 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

**DEPARTMENTAL AND INTERDEPARTMENTAL CORRESPONDENCES
CITY OF SPRINGFIELD
MASSACHUSETTS**

DATE: August 14, 2015

TO: Wayman Lee, Esq.
City Clerk

FROM: Hector Velez, DPW Engineer.
on behalf of BPW

DEPARTMENT: City Clerk Office

SUBJECT: Board's agenda for:
September 2, 2015

NOTICE OF MEETINGS

Wednesday – September 2, 2015 – At the end of Mazarin Street (Indian Orchard) at 5:00 P.M.

Minutes of Previous Meeting
Communications
Old Business

Columbia Gas of Massachusetts
New Business – MAZARIN ST:

HEARING RE: To install 220 feet of 2 inches gas main.

Attachment: 9-2-2015 notice of meeting CMA Mazarin Street (3184 : Mazarin Street)

A NiSource Company

JOB ORDER NUMBER (INSTALL) 15-0825828-00

PROJECT ID 15-30605
227-299 MAZARIN STREET
JOB TYPE: (555)

FIELD ENGINEER/TECHNICIAN:	RYAN BARNES
CONSTRUCTION FLL:	MARK PARISEAU / KIRK GEDMAN
PERMITS:	CITY PERMIT
TCC:	8200
COUNTY:	HAMPDEN
TAX DISTRICT:	0000244
MAP NUMBER:	43
SYSTEM NUMBER(S):	800030408
24 HR. EMERGENCY LINE:	COLUMBIA GAS OF MASSACHUSETTS 1-800-525-8222

Map of the study area showing the location of the proposed project. The map includes streets such as Mazann St, Nagle St, Briggs St, Frontenac St, Wrona St, and Kazbeck St. A red line indicates the proposed project location on Mazann St. A north arrow is present in the bottom right corner.

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

PROPOSED INSTALLATION			PROPOSED ABANDONMENT		
LENGTH (FT)	SIZE (IN)	TYPE	LENGTH (FT)	SIZE (IN)	TYPE
90'	2"	PH	0'		
90'	TOTAL INSTALLATION (FEET)		0'	TOTAL ABANDONMENT (FEET)	
PROPOSED GAS SERVICES					
	REPLACEMENTS	TIE OVERS	TOTAL SERVICES	METER OUTS	
ESTIMATED GAS SERVICES	0	0	2	0	

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.

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

PROJECT DESCRIPTION

INSTALL 90' OF 2" MP (PH) GAS MAIN ON MAZARIN STREET IN SPRINGFIELD TO PROVIDE SERVICE TO HOUSES 227 AND 229



Know what's below.
Call before you dig.

PROPOSED

REVISIONS

0	8-3-15	PRELIM. DRAWING
REV. #	DATE	DESCRIPTION

DESIGNED BY	RPB	8-3-15	413-784-2490
DRAWN BY	RPB	8-3-15	413-784-2490
CHECKED BY	TAO	8-3-15	
AS-BUILT BY			
	NAME	DATE	PHONE #

SITE NAME:

JO# 15-0825828-00
JO#
PROJECT ID# 15-30605
227-229 MAZARIN STREET
SPRINGFIELD, HAMPDEN

DRAWING TITLE:

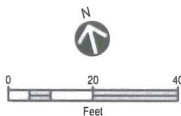
TITLE SHEET

DRAWING NO:

T-1



Know what's below.
Call before you dig.



PROPOSED

REVISIONS

REV. #	DATE	DESCRIPTION
0	8-3-15	PRELIM. DRAWING

DESIGNED BY	RFB	8-3-15	413-784-2490
DRAWN BY	RFB	8-3-15	413-784-2490
CHECKED BY	TAO	8-3-15	
AS-BUILT BY			
	NAME	DATE	PHONE #

SITE NAME:
JO# 15-0825828-00
JO#
PROJECT ID# 15-30605
227-229 MAZARIN STREET
SPRINGFIELD, HAMPDEN

PROJECT TITLE:
LAYOUT SHEET

DRAWING NO:
L-1



City of Springfield

ADOPTED

Meeting: 09/14/15 07:00 PM
Initiator: Hector Velez
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3188

2.6

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 EVERSOURCE ENERGY, be and it is hereby granted a location for and permission to
<<Insert proper utility template>>

Parker 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 September 14, 2015

City Clerk

We hereby certify that on August 31, 2015, at 5:00 PM, at Corner of Mallowhill Road with Parker Street a public hearing was held on the petition of the EVERSOURCE ENERGY 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 September 14, 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

**DEPARTMENTAL AND INTERDEPARTMENTAL CORRESPONDENCES
CITY OF SPRINGFIELD
MASSACHUSETTS**

DATE: August 14, 2015

TO: Wayman Lee, Esq.
City Clerk

FROM: Hector Velez, DPW Engineer
on behalf of BPW

DEPARTMENT: City Clerk

SUBJECT: Board's agenda for:
August 31, 2015

NOTICE OF MEETING

Monday– August 31, 2015 – At the corner of Mallowhill Road and Parker Street at 5:00 P.M

Minutes of Previous Meeting
Communications
Old Business

EVERESOURCE

New Business: 1046 Parker Street

HEARING RE: To install guy stub pole/
to support the pole line.

Attachment: 8-31-2015 notice of meeting WMECO 500 (3188 : Parker Street)

EVERSOURCE

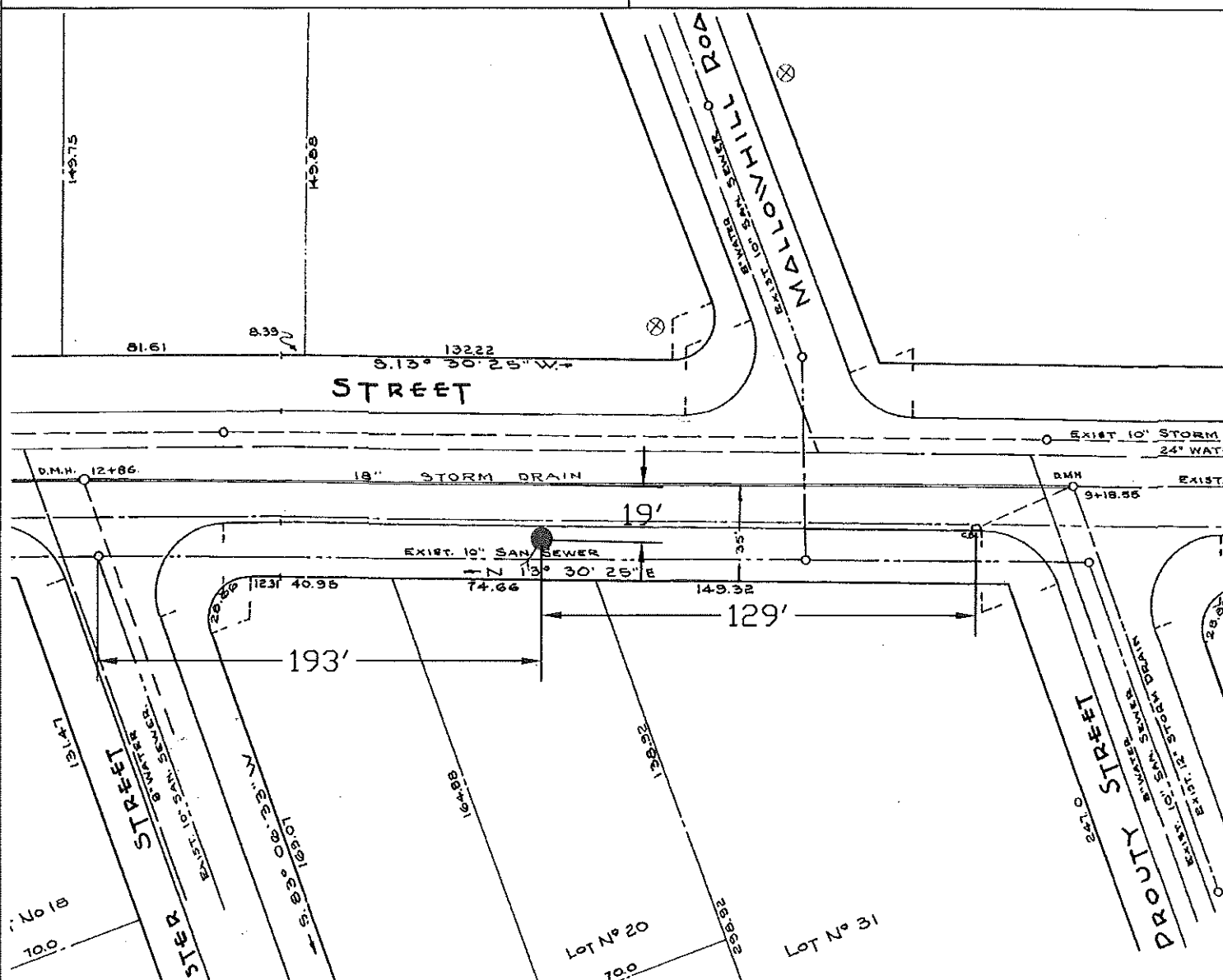
TOWN

SPRINGFIELD

2.6.b

STREET

1046 PARKER ST



PURPOSE AND DESCRIPTION

EVERSOURCE NEEDS TO INSTALL A GUY STUB POLE TO SUPPORT THE POLE LINE ON MALLOWHILL RD

LEGEND

- PROPOSED JOINT POLE
- PROPOSED W.M.E.CO. POLE
- EXISTING JOINT POLE
- EXISTING W.M.E.CO. POLE
- EXISTING W.M.E.CO. POLE TO BE JOINT
- EXISTING FOREIGN POLE TO BE JOINT
- PROPOSED PAD MOUNT TRANSFORMER
- EXISTING PAD MOUNT TRANSFORMER
- EXISTING MANHOLE
- UG EXISTING CONDUIT
- UG PROPOSED CONDUIT
- ⊕ PROPOSED HANDHOLE
- ⊕ EXISTING HANDHOLE
- ANCHOR
- ⊕ PROPOSED SILO
- ⊕ EXISTING SILO
- HEXHOLE

DRAWN BY
PAUL LABOWSKI

W.O.#
2546848

DISTANCES ARE APPROXIMATE
1" = 1'

PETITION NO.
6226

Packet Pg. 44

Attachment: Plan Parker St. (3188 : Parker Street)

61521478

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

to change the zoning of the properties known as 1259 East Columbus Avenue (04303-0510) and 1070 Main Street (08130-0096) from Business A and Business B to Business C.

Mailing Address:

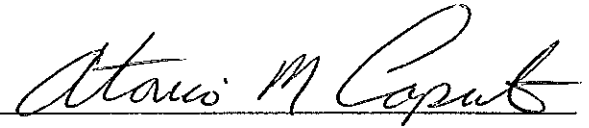
160 Main Street
 Springfield, MA 01103

1259 East Columbus Avenue
 Springfield, MA 01105

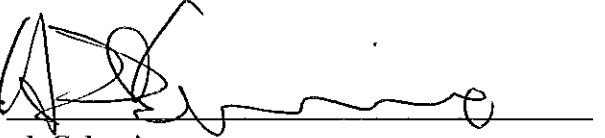
Owner/Petitioner:

**Carmela A. Fraziero, Trustee,
 Colvest/Columbus Springfield, LLC**

I hereby certify that I am the owner and petitioner
 or acting on behalf of the owner and petitioner.

By: 

Tony Caputo

By: 

Frank Colaccino

Attachment: Zone_Change_#3177 (Z-2015-8 : 1259 East Columbus Ave & 1070 Main Street)

**OFFICE OF PLANNING & ECONOMIC DEVELOPMENT
ANALYSIS FOR A ZONE CHANGE**

**1259 EAST COLUMBUS AVENUE & 1070 MAIN STREET
BUSINESS A/B TO BUSINESS C**

GENERAL INFORMATION

Applicant:	Carmela A. Fraziero, Trustee & Colvest/Columbus Springfield, LLC
Request:	Business A/B to Business C
Location:	1259 East Columbus Avenue & 1070 Main Street
Parcel Size:	102,852 s.f.
Purpose:	Bring properties into conformity with surrounding land uses.
Surrounding Land Use and Zoning:	The properties are located in the South End neighborhood, directly adjacent to the central business district. The sites will directly abut the proposed casino development. Additional surrounding land uses include retail uses, offices, I-91 and a commercial gas station.
Comprehensive/ Neighborhood Plan:	The South End Neighborhood Plan shows no changes to this area.
Site Visit:	8-24-15
Neighborhood Council Notification:	South End Citizens Council: 8-18-15
Planning Board Hearing Date:	9-2-15

SPECIAL INFORMATION

Traffic & Parking:	N/A
Physical Characteristics:	N/A
Other Notes:	N/A

ANALYSIS

The petitioners have requested to change the zoning of the properties known as 1259 East Columbus Avenue and 1070 Main Street from Business A and Business B to Business C. These sites are the currently locations of Red Rose Pizzeria and the Berkshire Bank/Colvest building.

As the Board is aware, the petitioners for these two (2) properties had previously petitioned to be included within a new "Casino Overlay District B" which, in addition to these properties, also included properties along State Street. The reason for this proposal was to recognize that these properties would be directly impacted by the new casino development and allow greater development opportunities. In reviewing this proposed "Casino Overlay District B", the staff had a number of concerns. First and foremost, this proposed "Casino Overlay District Overlay B" would provide those properties with the same development rights as currently outlined under the Casino Overlay District but without the same provisions and protections. Specifically, the Casino Overlay District directly ties the proposed casino development back to the approved Host Community

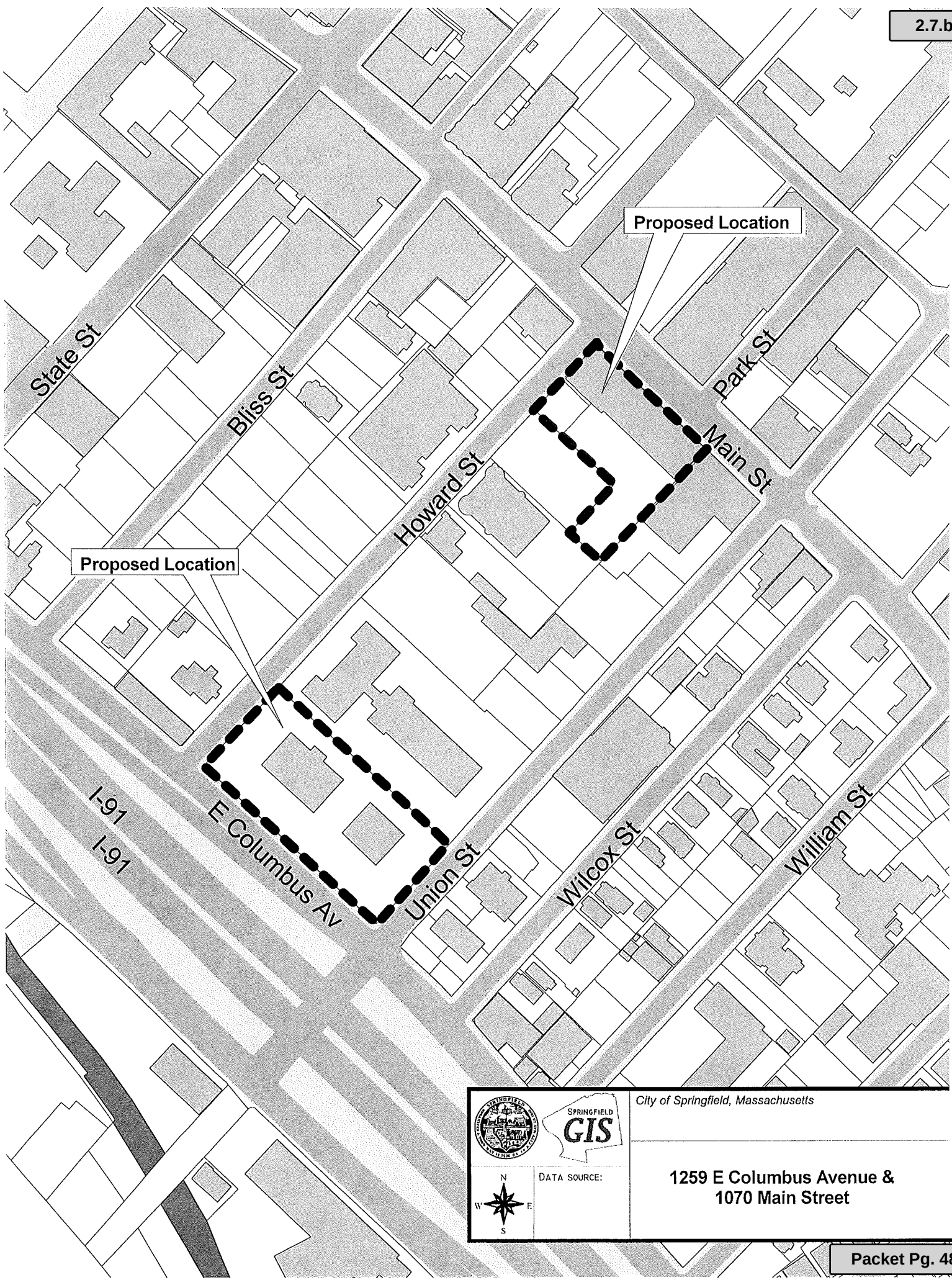
Agreement (HCA). As noted in the previous analysis, the HCA was drafted and ultimately approved by the Mayor, City Council, Mass Gaming Commission and the voters of the City of Springfield. This HCA was a lengthy, comprehensive, transparent process which outlined in great detail the overall development of the proposed casino, including base site plans/elevations, and involved criteria to address public health, safety and welfare concerns protected by the Zoning Enabling Act. The HCA also requires the casino developer to comply with the terms and conditions of the agreement, including the payment of substantial impact fees, as well as all regulations outlined under M.G.L. c. 23K enacted by Chapter 194 of the Acts of 2011 – An Act Establishing Expanded Gaming in the Commonwealth. Again, the “Casino Overlay District B”, as proposed, did not have any of the same provisions or protections yet it would still provide the same underlying development regulations as those found within the Casino Overlay District. As such, the staff recommended that the “Casino Overlay District B” not be approved. The Board voted to deny the request and this petition is currently pending at the City Council.

After further discussions with the petitioner and as noted in the analysis referenced above, the staff recommended that if these property owners were looking for flexibility for future development, they could explore re-zoning their properties to Business C. Business C was used as the basis for the Casino Overlay District and is a zoning classification that is used throughout the Central Business District and up and down Main Street, State Street and East Columbus Avenue. The Business C zoning classification allows for much greater building coverage, building heights and far less parking restrictions. This would be beneficial to the owners of these properties while also providing the full range of review levels required under the existing Zoning Ordinance regulations. The staff believes that the change to Business C is an appropriate land use for this area and would not have a negative impact on the surrounding properties or the neighborhood as a whole.

Lastly, as noted above, the proposed “Casino Overlay District B” regulations are currently pending before the City Council. After speaking with the petitioner, it is their intention to withdraw that petition if their request to Business C is approved. This is important to note as while the staff is supportive of the change to Business C, the staff continues to have very strong opposition to the “Casino Overlay District B” regulations. Further, if the “Casino Overlay District B” is enacted, the staff does not believe there would be any reason to move forward with rezoning these properties to Business C.

RECOMMENDATION

Approve



Attachment: 3177 E Columbus Main 2015 CC (Z-2015-8 : 1259 East Columbus Ave & 1070 Main Street)



City of Springfield, Massachusetts



DATA SOURCE:

**1259 E Columbus Avenue &
1070 Main Street**



CITY OF SPRINGFIELD

IN THE YEAR TWO THOUSAND AND FIFTEEN

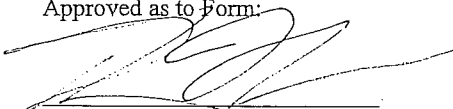
AN ORDINANCE

AMENDING SECTION 47 OF THE BUILDING ZONE MAP

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

SECTION 1. The Zoning Ordinance of the City of Springfield, Massachusetts entitled "An Ordinance for Consolidating and Arranging, Enlarging, Modifying and Amending the Ordinances of the City Restricting Buildings, Structures, and Premises According to Their Use or Construction to Specified Parts of the City", text enacted, May 28, 2013, as amended, is hereby further amended by changing from **Business A and Business B** to **Business C** the zoning on Plot #3177, Section 47 of the Building Zone Map as indicated in red ink on the plan thereof hereto attached and marked "Section 47 Building Zone Map of the City of Springfield."

Approved as to Form:


Associate City Solicitor

In accordance with Mass. Gen. Laws c. 40A, section 5, the Planning Board held a hearing on September 2, 2015 regarding the above Ordinance amendment.

1 Person(s) appeared in favor, and 0 Person(s) appeared in opposition.


Ben Swan Jr., Chairperson



CITY OF SPRINGFIELD

IN THE YEAR TWO THOUSAND AND FIFTEEN

AN ORDINANCE

AMENDING SECTION 47 BUILDING ZONE MAP

SECTION 1. The Zoning Ordinance of the City of Springfield, Massachusetts entitled "An Ordinance for Consolidating and Arranging, Enlarging, Modifying and Amending the Ordinances of the City Restricting Buildings, Structures, and Premises According to Their Use or Construction to Specified Parts of the City", text enacted, May 28, 2013, as amended, is hereby further amended by changing from **Business A and Business B** to **Business C** the zoning on **Plot #3177, Section 47** of the Building Zone Map as indicated in red ink on the plan thereof hereto attached and marked "Section 47 Building Zone Map of the City of Springfield."

**REPORT TO CITY COUNCIL
ZONE CHANGE HEARING**

PETITION: #3177
SECTION: 47

DATE: September 3, 2015

To the Honorable Mayor and City Council of the City of Springfield, Massachusetts, the Planning Board submits the following report on the Zone Change Petition, which was referred to the Board for its recommendation:

PETITIONER: Carmela A. Fraziero, Trustee & Colvest/Columbus Springfield, LLC

ADDRESS: 1259 East Columbus Avenue & 1070 Main Street

CHANGE REQUESTED: Proposed zone change from Business A and Business B to Business C

PETITIONER'S PURPOSE STATEMENT: Consistency with the surrounding land uses.

DATE OF PUBLIC HEARING: September 2, 2015

DATE OF FINAL DECISION: September 2, 2015

BOARD MEMBERS PRESENT and COUNT: six (6): Ms. Moirin, Mr. Daniele, Ms. Defillipo, Mr. Swan, Mr. Florian and Ms. McQuade

FINAL MOTION: Approve

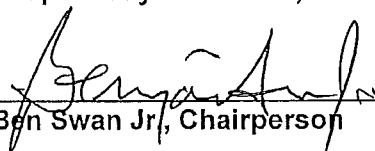
IN FAVOR: five (5): Mr. Daniele, Ms. Defillipo, Mr. Swan, Mr. Florian and Ms. McQuade

OPPOSED: zero (0)

ABSTAINED: one (1): Ms. Morin

RECOMMENDATION: APPROVE

Respectfully submitted,


Ben Swan Jr., Chairperson

Attachment: 3177 E Columbus Main 2015 CC (Z-2015-8 : 1259 East Columbus Ave & 1070 Main Street)

SCALE

1 INCH = 400 FEET

SEC. 47

BUILDING ZONE MAP

2.7.b

PLOT 3177

OF THE CITY OF SPRINGFIELD

REVISED TO



PLOT _____ SECTION _____

0 200 400

SCALE - 1 INCH = 400 FEET

RES A		RES C1		BUS B		COM P	
RES B		RES C2		BUS C		OFF A	
RES C		COM A		IND A			
RES A1		BUS A		IND PK			



City of Springfield

ADOPTED

Meeting: 09/14/15 07:00 PM
Initiator: Hector Velez
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3141

2.8

15-10 Pearl Street (Mayor Sarno)

15-10

CITY OF SPRINGFIELD

In City Council, July 20, 2015

ORDERED, that the Rules of the Road approved September 8, 1936, as amended be further amended by striking out under Section 3 of Article VA, the following:

PEARL ST. East side - from Byers Street northerly starting 1100 feet for 60 feet
northerly direction

AND, further amending by inserting under Section 3 of Article VA, “No Parking Tow Way Zone”, as follows:

PEAREL ST. East side - from Byers Street northerly starting 1100 feet for 60 feet
northerly direction

RESULT: PASSED BY VOICE VOTE



City of Springfield

ADOPTED

Meeting: 09/14/15 07:00 PM
Initiator: Hector Velez
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3140

2.9

15-09 (Mayor Sarno)

15-09

CITY OF SPRINGFIELD

In City Council, July 20, 2015

ORDERED, that the Rules of the Road approved September 8, 1936, as amended be further amended by striking out under Sections 2 through 13 of Article V, the following:

NIAGARA ST. West Side- No Parking from 8:00 am to 6:00 pm regulation

AND, further amending by inserting under Section 2(a) of Article V, “No Parking Anytime”, as follows:

NIAGARA ST. West Side - For the entire length of Niagara Street

RESULT: PASSED BY VOICE VOTE



City of Springfield

ADOPTED

Meeting: 09/14/15 07:00 PM
Initiator: Hector Velez
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3139

2.10

15-08 Oswego Street (Traffic Commission) (Mayor Sarno)

15-08

CITY OF SPRINGFIELD

In City Council, July 20, 2015

ORDERED, that the Rules of the Road approved September 8, 1936, as amended be further amended by striking out under Sections 2 through 13 of Article V, the following:

OSWEGO ST. East Side - For the entire length of Oswego Street

AND, further amending by inserting under Section 2(a) of Article V, “No Parking Anytime”, as follows:

15-08

CITY OF SPRINGFIELD**In City Council, July 20, 2015**

ORDERED, that the Rules of the Road approved September 8, 1936, as amended be further amended by striking out under Sections 2 through 13 of Article V, the following:

OSWEGO ST. East Side - For the entire length of Oswego Street

AND, further amending by inserting under Section 2(a) of Article V, “No Parking Anytime”, as follows:

OSWEGO ST. East Side - For the entire length of Oswego Street

RESULT: PASSED BY VOICE VOTE



City of Springfield

ADOPTED

Meeting: 09/14/15 07:00 PM
Initiator: Hector Velez
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3138

2.11

15-07 Pearl Street (Traffic Commission) (Mayor Sarno)

15-07

CITY OF SPRINGFIELD

In City Council, July 20, 2015

ORDERED, that the Rules of the Road approved September 8, 1936, as amended be further amended by striking out under Section 3 of Article VA, the following:

PEARL ST. East side - from Byers Street northerly starting 680 feet for 60 feet
northerly direction

AND, further amending by inserting under Section 3 of Article VA, “No Parking Tow Way Zone”, as follows:

PEAREL ST. East side - from Byers Street northerly starting 680 feet for 60 feet
northerly direction

RESULT: PASSED BY VOICE VOTE



City of Springfield

ADOPTED

Meeting: 09/14/15 07:00 PM
Initiator: Hector Velez
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3137

2.12

15-06 Foster Street (Traffic Commission) (Mayor Sarno)

15-06

C I T Y O F S P R I N G F I E L D

In City Council, July 20, 2015

ORDERED, that in accordance with the provisions of Chapter 9.20, Section 9.20.180, of the

Revised ordinances of the City of Springfield, hereby, establishes "Stop Signs" on the following street(s) and in the direction(s) indicated.

FOSTER ST.

Stop- Facing East and Westbound drivers on Foster St. at Knox Street

FOSTER ST. Stop- Facing East and Westbound drivers on Foster St. at Knox
Street

RESULT: PASSED BY VOICE VOTE



City of Springfield

ADOPTED

Meeting: 09/14/15 07:00 PM
Initiator: Hector Velez
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3136

2.13

15-05 Tremont Street (Traffic Commission) (Mayor Sarno)

15-05

C I T Y O F S P R I N G F I E L D

In City Council, July 20, 2015

ORDERED, that in accordance with the provisions of Chapter 9.20, Section 9.20.180, of the

Revised ordinances of the City of Springfield, hereby, establishes "Stop Signs" on the following street(s) and in the direction(s) indicated.

TREMONT ST.
Street

Stop- Facing East and Westbound drivers on Tremont St. at Oakdale

TREMONT ST. Stop- Facing East and Westbound drivers on Tremont St. at Oakdale Street

RESULT: PASSED BY VOICE VOTE



City of Springfield

ADOPTED

Meeting: 09/14/15 07:00 PM
Initiator: Hector Velez
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3135

2.14

Middlesex Street (Traffic Commission) (Mayor Sarno)

15-04

C I T Y O F S P R I N G F I E L D

In City Council, July 20, 2015

ORDERED, that the Rules of the Road approved September 8, 1936, as amended be further amended by striking out under Sections 2 through 13 of Article V, the following:

MIDDLESEX ST. South side- starting at curb line of King Street Southerly for two hundred twenty (220) feet southerly direction.

AND, further amending by inserting under Section 2(a) of Article V, “ No Parking Anytime”, as follows:

MIDDLESEX ST. South side- starting at curb line of King Street Southerly for two
hundred twenty
(220) feet southerly direction.

RESULT: PASSED BY VOICE VOTE



City of Springfield

ADOPTED

3.15

Meeting: 09/14/15 07:00 PM

Initiator: Thomas Moore

Sponsors: Mayor Domenic J. Sarno

DOC ID: 3205

Order Accepting Massachusetts Department of Energy Resources Grant for \$2.79 Million and Approving a Memorandum of Understanding Agreement with Baystate Health Inc. (Mayor Sarno)

Please see attached materials

Please see attached materials

RESULT: PASSED BY VOICE VOTE

**Order Accepting Massachusetts Department of Energy Resources
Community Clean Energy Resiliency Initiative Program Grant and
Approving a Memorandum of Understanding Agreement with Baystate
Health**

CITY OF SPRINGFIELD

In the City Council September 14, 2015

WHEREAS, predicted climate changes – in particular, sea level rise and more frequent extreme storm events- have the potential to impair public and private services and business operations across the Commonwealth of Massachusetts. Preparing for these future impacts will take a coordinated effort of private and public sectors, non-profit organizations, and managers and users of infrastructure resources; and

WHEREAS, increasing energy infrastructure resiliency and reliability will require investment in new technologies. Realizing this, Governor Patrick announced a multi-dimensional strategy to help Massachusetts prepare for climate change and the increasing incidence of severe weather; and

WHEREAS, Governor Patrick directed the Department of Energy Resources (DOER) to administer \$40 million grant program to ensure energy resiliency at critical facilities in municipalities using clean energy technology. As such, DOER’s “Community Clean Energy Resiliency Initiative” (Initiative) recognizes that climate change-induced events impact our entire Commonwealth and municipalities and other public entities are at the forefront of responding when such events occur; and

WHEREAS, the City of Springfield Office of Planning and Economic Development, in

coordination with Baystate Health, has applied for a grant of \$2,790,099 from DOER, and has been awarded said grant for a Co-generation, 4.6 Megawatt combined heat and power system (“the Co-generation project”) at Baystate Health in the City of Springfield; and

WHEREAS, the City of Springfield Office of Planning and Economic Development desires to enter into a Memorandum of Understanding Agreement with Baystate Health, through which Baystate will use the DOER Grant funds, in addition to its own investment of over \$20,000,000, to design and complete the installation of the Co-generation project over a three-year period in cooperation with the City of Springfield; and

NOW THEREFORE, BE IT ORDERED, that the City Council of the City of Springfield with the approval of the Mayor hereby accepts the grant funding as set forth in this order from DOER for the installation of a Co-generation, 4.6 Megawatt combined heat and power system at Baystate Health in the City of Springfield, and be it further ordered that the Mayor shall be authorized to execute all necessary documents and agreements in furtherance of this grant acceptance.

NOW THEREFORE, BE IT ORDERED, that the City Council of the City of Springfield with the approval of the Mayor hereby approves and authorizes the execution of a Memorandum of Understanding Agreement with Baystate Health, Inc. for the use of the afore mentioned grant funds for the purpose of designing and completing installation of the Co-generation project, in substantially the same form as the attached MOU Agreement.

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Baystate Health Cogeneration Project
City of Springfield

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- V. ATTACHMENT C: SCOPE OF GRANT AWARD
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COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



3.15.b

This form is jointly issued and published by the [Executive Office of Administration and Finance \(ANF\)](#), the [Office of the Comptroller \(CTR\)](#) and the [Operational Services Division \(OSD\)](#) 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):		COMMONWEALTH DEPARTMENT NAME: Dept. of Energy Resources MMARS Department Code: ENE	
Legal Address: (W-9, W-4,T&C):		Business Mailing Address: 100 Cambridge Street, Suite 1010 Boston, MA 02114	
Contract Manager:		Billing Address (if different):	
E-Mail:		Contract Manager: Kara Sergeant	
Phone:	Fax:	E-Mail: kara.sergeant@state.ma.us	
Contractor Vendor Code:		Phone: 617-626-7392	Fax: 617-727-0030
Vendor Code Address ID (e.g. "AD001"): AD 001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): RFR/Procurement or Other ID Number: PON-ENE-2014-036	
☒ 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 <i>Prior</i> to Amendment: _____. Enter Amendment Amount: \$____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) ☐ Amendment to Scope or Budget (Attach updated scope and budget) ☐ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ☐ Contract Employee (Attach any updates to scope or budget) ☐ Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. ☒ Commonwealth Terms and Conditions ☐ 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 <i>new</i> Total if Contract is being amended). \$ <u>2,790,099</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.) The purpose of this Contract is to award a grant to the City of Springfield to fund the installation of 4.6 MW combined heat and power system at Baystate Health located at 759 Chestnut Street, Springfield, MA, with a gas turbine generator system, a heat recovery steam generator, an absorption chiller, a black start diesel generator, and a load management system.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ☒ 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date . ☐ 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date . ☐ 3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>November 1</u> , 20 <u>16</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the " Effective Date " of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions , this Standard Contract Form including the Instructions and Contractor Certifications , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Stephen A. White</u> Print Title: <u>Chief Financial Officer DOER</u>	

Attachment: ERPI Contract - Springfield 12.09.14 (3205 : Order Accepting DOER Grant for \$2.79 Million & Approving a MOU Agreement with



COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



3.15.b

INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NEW CONTRACTS (left side of Form):

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

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

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

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

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

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

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

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

CONTRACT AMENDMENT (Right Side of Form)

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

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

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

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

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

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

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

COMMONWEALTH 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**.

Attachment: ERPI Contract - Springfield 12.09.14 (3205 : Order Accepting DOER Grant for \$2.79 Million & Approving a MOU Agreement with

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



3.15.b

COMPENSATION

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

PAYMENTS AND PROMPT PAY DISCOUNTS

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

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

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

ANTICIPATED START DATE

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

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. **If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here.** A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out

performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to [G.L. c.4, §.9](#).

CERTIFICATIONS AND EXECUTION

See [Department Head Signature Authorization Policy](#) and the [Contractor Authorized Signatory Listing](#) for policies on Contractor and Department signatures.

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

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

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

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

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

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

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

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

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

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

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

Attachment: ERPI Contract - Springfield 12.09.14 (3205 : Order Accepting DOER Grant for \$2.79 Million & Approving a MOU Agreement with

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



3.15.b

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

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

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

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

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

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

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

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

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under [G.L. c. 93H](#) and [c. 66A](#) and [Executive Order 504](#). The

Contractor is required to comply with [G.L. c. 93I](#) for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) [Information Technology Division \(ITD\) Protection of Sensitive Information](#), provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the [Payment Card Industry Council Standards](#) and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a 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 SmartBid subscription process at: [www.comm-pass.com](#) and with acceptance of the terms of the SBPP participation agreement.

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

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3.15.b

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.

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II. Background

Predicted climate changes – in particular, sea level rise and more frequent extreme storm events- have the potential to impair public and private services and business operations across the Commonwealth of Massachusetts. Preparing for these future impacts will take a coordinated effort of private and public sectors, non-profit organizations, and managers and users of infrastructure resources. To increase energy infrastructure resiliency and reliability will also require investment in new technologies. Realizing this, Governor Patrick announced a multi-dimensional strategy to help Massachusetts prepare for climate change and the increasing incidence of severe weather.

As part of the Administration’s Climate Change Preparedness Initiatives, the Governor directed the Department of Energy Resources (DOER) to administer \$40 million grant program to ensure energy resiliency at critical facilities in municipalities using clean energy technology. As such, DOER’s “Community Clean Energy Resiliency Initiative” (Initiative) recognizes that climate change-induced events impact our entire Commonwealth and municipalities and other public entities are at the forefront of responding when such events occur.

For this grant, DOER defines critical facilities as: buildings or structures where loss of electrical service would result in disruption of a critical public safety life sustaining function. DOER has prioritized these critical facilities and provided examples of critical facilities, as follows:

1. Life safety resources, e.g. police, fire, hospitals, wastewater treatment plants, emergency communication resources and shelters;
2. Lifelines resources, e.g. food and fuel supply, and transportation facilities and resources; and
3. Community Resources, such as city/town halls, senior centers, schools and/or multifamily housing developments capable of acting as alternative shelters.

Projects incorporate eligible clean energy technologies at critical facilities, including clean energy generation, energy storage, energy management systems, islanding technology, and microgrids. Accepted projects must: use eligible clean technologies; be sited at eligible critical facilities; demonstrate strategic electric isolation of critical loads from non-critical building loads to effectively extend resiliency capacity; be able to operate in parallel with the grid during “blue sky” days and island and operate in isolation from the grid during a broader grid outage; and meet utility interconnection strategy guidelines, as well as the Initiative funding guidelines.

Scope of grant performance to be achieved or funded under the grant:

1. On May 15, 2014, DOER issued the Community Clean Energy Resiliency Initiative Program Implementation Program Opportunity Notice (PON) PON-ENE-2014-036, (“the PON”). The grant agreement resulting from this process is subject to 815 CMR 2.00 et seq.
2. The City of Springfield (“Grantee”) submitted a response to the PON on July 15, 2014.
3. DOER has selected the Grantee to receive Alternative Compliance Payment funds for projects described in Grantee’s response to the PON.
4. DOER approves the expenditure of funds as described in Attachment D (Budget) for the work planned and described in Attachment C (Scope of Grant Award).
5. The Grantee agrees to complete the projects described in the Scope of Grant Award (collectively referred to as “the Project”).

This Agreement incorporates and makes part hereof certain Attachments and Forms which have been provided and accepted by the parties as part to this Agreement. Copies of such agreed upon Attachments and Forms are attached hereto set forth in their entirety and made part of this Agreement by reference:

THE COMMONWEALTH STANDARD CONTRACT FORM
COMMONWEALTH TERMS AND CONDITIONS
BACKGROUND
ATTACHMENT A: PON APPLICATION MATERIALS
ATTACHMENT B: GRANTEE RESPONSE
ATTACHMENT C: SCOPE OF GRANT AWARD
ATTACHMENT D: BUDGET
ATTACHMENT E: TEMPLATE FOR MUNICIPAL PROJECT APPROVAL LETTER
ON MUNICIPAL LETTERHEAD
THE COMMONWEALTH OF MASSACHUSETTS STANDARD CONTRACT ATTACHMENTS

5. GRANTEE AUTHORIZED SIGNATORY LISTING
6. W-9 FORM
7. EFT

III. ATTACHMENT A

Community Clean Energy Resiliency Initiative



PON-ENE-2014-036

PROJECT IMPLEMENTATION APPLICATION INFORMATION

A. Background

Predicted climate change impacts—in particular, sea level rise and more frequent extreme storm events —have the potential to impair public and private services and business operations across the Commonwealth of Massachusetts. Preparing for these future impacts will take a coordinated effort of private and public sectors, non-profit organizations, and managers and users of infrastructure resources.¹ To increase energy infrastructure resiliency and reliability will also require investments in new technologies. Realizing this, Governor Patrick announced a multi-dimensional strategy to help Massachusetts prepare for climate change and the increasing incidence of severe weather.²

B. Clean Energy Resiliency Initiative

As part of the Administration's Climate Change Preparedness Initiatives, the Governor directed the Department of Energy Resources (DOER) to administer a \$40 million grant program to ensure energy resiliency at critical facilities in municipalities using clean energy technology.

As such, DOER's "Community Clean Energy Resiliency Initiative" (Initiative) recognizes that climate change-induced events impact our entire Commonwealth and that municipalities and other public entities (as defined in the Eligible Applicants sub-section below) are at the forefront of responding when such events occur. Therefore, the Commonwealth's municipalities and other public entities are eligible to apply for these grants. DOER anticipates geographic distribution of these funds across the Commonwealth.

Applicants can request support for eligible projects for eligible projects by completing and submitting DOER's Technical Assistance (TA) Application available through PON-ENE-2014-035 or a Project Implementation (PI) Application which is described below. These opportunities are related in that there will be two rounds of PI Applications; the first will fund projects that do not require technical assistance; the second will serve as the process by which plans coming out of the TA Application awards can become implemented projects. It is important to understand both parts of the Initiative so please review both this solicitation and the TA Application solicitation, and apply for the opportunity that best suits your needs.

¹ Massachusetts Climate Change Adaptation Report, Part II, Chapter 5, Key Infrastructure, September 2011

² EOEEA Press Release, "Governor Patrick Announces \$50M for Comprehensive Climate Change Preparedness Initiatives, Includes \$40M to harden energy services," January 14, 2014.

1. Eligible Applicants

Massachusetts municipalities are eligible to apply for the Initiative, regardless of Green Community designation status or electric utility provider. Eligible applicants also include regional school districts, regional water districts, regional sewerage districts and regional planning agencies (RPAs).

Municipal Applications – A municipality may submit one application that includes one or more projects involving one or more facilities.

Public/Private Partnerships – Municipalities or other public entities as described above may partner with private entities as the project host, as described in the “Eligible Critical Facilities” section below or as project developers under agreement with the municipality or other public entity. The municipality or other public entity must serve as the lead applicant.

Joint Applications by Multiple Municipalities - Multiple municipalities may submit a joint application to share an energy resilient critical facility project. One municipality must be designated the lead, and if the application is awarded funds, DOER will contract with the lead municipality to manage the funding.

Regional Planning Agencies - RPAs may apply for the Initiative funding on behalf of at least 2 municipalities intending to share an energy resilient critical facility project.

- A single RPA may submit more than 1 application, but no more than 3 applications for multiple municipalities.
- If DOER awards funds for a RPA submitted application, DOER will contract with the RPA to manage the funding.
- To the extent that the facility(ies) addressed in an RPA application is in a municipality that has also applied for support through the Initiative, the RPA facility(ies) must demonstrate serving a regional need.

2. Eligible Critical Facilities

For this grant, DOER defines critical facilities as: *buildings or structures where loss of electrical service would result in disruption of a critical public safety life sustaining function.* DOER has prioritized these critical facilities and provided examples of critical facilities in the list below, but DOER does not limit the critical facilities to only these examples.

1. **Life safety resources** – e.g., police, fire, hospitals, wastewater treatment plants, emergency communication resources and shelters;
2. **Lifeline resources** – e.g., food and fuel supply, and transportation facilities and resources; and
3. **Community resources** – e.g., city/town halls, senior centers, schools and/or multi-family housing developments capable of acting as alternative shelters.

Critical facilities may be publicly or privately owned and operated. The lead eligible applicant, however, must demonstrate to DOER that any private facilities (e.g. hospitals, fueling stations, grocery stores, or housing) have entered into or are pursuing entry into a Memorandum of Understanding to provide the applicant critical functions for public benefit in the case of an emergency event. Such a Memorandum of Understanding must be completed prior to any award being made by DOER.

3. Eligible Clean Energy Technologies

DOER may fund projects that incorporate the eligible clean energy technologies **at critical facilities**. The eligible technologies are listed below. These eligible technologies may be strategically integrated with existing or new conventional back-up generation (such as diesel generator), but funds from this Initiative cannot be expended on such conventional technologies. Eligible technologies include:

Clean Energy Generation, such as:

- Renewable electric energy generation
- Renewable thermal energy generation

- Combined heat and power (CHP) and district energy systems utilizing natural gas or renewable fuels.
 - CHP or Fuel Cell systems with waste heat utilization must achieve annual system efficiency of at least 65%
- High efficiency (at least 50%) fuel cells

Energy Storage, such as:

- Batteries, flywheels, electric vehicles with vehicle to grid capabilities, thermal storage including hot/cold water, ice, and other phase change storage

Energy management systems that enable load shedding used to isolate and serve critical loads during an event, such as:

- Advanced controls, switches, load management software and critical load panels

Islanding Technology, such as:

- Advanced controls, switches, inverters and other grid stability technologies

Microgrids

- Defined as multiple buildings on one or more meter that are interconnected with electric and/or thermal distribution infrastructure, are served by distributed generation, and can operate either in parallel with or islanded from the broader utility grid.

4. Project Implementation Application

The opportunity allows eligible applicants to pursue either technical assistance OR project implementation. This solicitation is for the Project Implementation (PI) Application. The solicitation under PON-ENE-2014-035 describes the Technical Assistance (TA) Application.

DOER anticipates providing awards for project implementation only to applicants who demonstrate a suitable technical and financial readiness. The projects on this application must meet the following:

- use eligible clean energy technologies;
- be sited at eligible critical facilities;
- demonstrate strategic electric isolation of critical loads from non-critical building loads to effectively extend resiliency capability;
- be able to operate in parallel with the grid during “blue sky” days and island and operate in isolation from the grid during a broader grid outage;
- meet utility interconnection strategy guidelines; and
- follow the Initiative funding guidelines.

Acceptable projects may include retrofitting a system with existing generation to become resilient or installing a new resilient distributed generation system. These system types may be sited at a single facility, at multiple isolated facilities or among a network of connected facilities.

For Project Implementation (PI) Applications, all applications are due to DOER by 5:00 p.m. on July 15, 2014 at which time DOER will begin to review all PI Applications received.

5. Applications Criteria and Submittal

Number of Facilities - Applications may consist of a project at a single building project, multiple independent buildings, or multiple interconnected buildings (a microgrid).

Incomplete Applications - Applications must contain, at a minimum, the information requested in the application. DOER will reject incomplete applications.

Submittal Process - All applications are to be submitted via the submission process outlined below in the “Instructions” section. All applications or supporting documents received after these dates and times will not be considered.

6. Funding Guidelines

For PI Application funding, all applicants must demonstrate that they have fully utilized and accounted for available federal, state, and utility incentives outside this grant opportunity in the determination of the grant need from this solicitation. A list of potentially available financial resources can be found on the DOER website.

Initiative funding will cover the following costs:

- system design and engineering costs;
- clean energy generation (electric and thermal) and storage costs that are not covered by other incentives;
- clean energy equipment that provides for resiliency;
 - For example, energy storage for solar photovoltaic panels and additional power electronics for islanding capability or grid-isolation and black start equipment for CHP systems.
- interconnection costs related to resiliency equipment;
- installation costs;
- administrative costs (not to exceed 10% of total costs); and
- other costs as deemed appropriate by DOER.

Initiative funding will NOT cover the following costs:

- the portion of the cost of clean energy equipment that is already financially incentivized by other state, federal, utility, non-profit or private programs;
 - For example, solar photovoltaic panels that qualify for Solar Renewable Energy Credits (SRECs) and net metering, and CHP systems that qualify for Alternative Energy Certificates (AECs) and utility energy efficiency rebates.
- project costs at non-critical facilities;
- conventional energy generation, such as diesel generators;
- non-energy related infrastructure and capital costs; and
- other costs deemed inappropriate by DOER.

DOER will award up to \$20 million of the grant funding in the first round of PI Applications. The remaining \$20 million or more will be available to second round PI applicants that have previously received a technical assistance award the Initiative as well as any PI projects that scored well in their evaluation but went un-funded in the first round. Information on the TA Application process can be found through the solicitation PON-ENE-2014-035.

The applicant submitting a PI Application must provide a minimum of 10% match of funding for the project, with no more than half of the match allowed as in-kind. Match provided by an RPA applying on behalf of multiple municipalities is acceptable.

The **MAXIMUM** grant funding available for any PI applicant will be calculated based on a relative per capita income and population multiplier for the applicant's municipality and be subject to an **overall upper limit of \$5 million**. There is no floor for grant requests. Projects serving more than one municipality should use the summation of the maximum grant award calculation for all municipalities involved. DOER does maintain the right to consider projects beyond this funding limit based on available budget particularly in the case of coordinated applications across more than one municipality, as well as complex microgrid projects. DOER reserves these maximum amounts for applicants who have demonstrated preparedness and capacity to implement significant projects or comprehensive efforts across multiple facilities. More straightforward energy resiliency projects should not need to seek these maximum amounts.

The **MAXIMUM** grant award calculation is as follows:

- \$125,000, plus
- A municipality specific adder based on per capita income ([2011 Massachusetts Department of Revenue data](#)) and population ([2012 US Census data](#)) calculated as follows: $\$10.00 * \text{population} * (\text{state median per capita income} / \text{municipality per capita income})$.
- A further 10% for interconnection costs and a second 10% for administrative costs.
- The overall grant maximum is \$5 million.

For example, a municipality with a median per capita income of \$25,000 and a population of 100,000 would be eligible for a maximum award of \$1,586,496, calculated as follows:

$$=(\$125,000+(\$10*100,000*\$29,927/\$25,000))*1.2.$$

Note: This is based on a state median per capita income of \$29,927.³

A broad range of projects are possible under this Initiative. Samples of projects across this range are listed below. These projects are not prescriptive or comprehensive of the possible options, but an example of projects of varying complexity, cost and benefit.

- a) **Single Facility, Electrical: A municipal fire house (single building project)** – Retrofit of an existing rooftop solar PV system adding battery storage, a critical load panel to allow the system to just serve critical loads, an inverter that will allow for islanded operation, and any necessary interconnection upgrades to satisfy utility requirements.
- b) **Single Facility, Thermal: School serving as community shelter during an emergency (single building project)** – Installation of an islandable and black-start capable gas-fired CHP system with a thermal storage system to serve critical electric loads and provide building heating or cooling.
- c) **Multiple Facilities: Waste water treatment plant (WWTP) and a municipal police station (multiple building project)** – Retrofit of an existing anaerobic digestion system at the WWTP to make the system islandable and black start capable; the addition of solar PV, battery storage, a critical load panel, an inverter that will allow for islanded operation, and any necessary interconnection upgrades to satisfy utility requirements at the WWTP; and a similar islandable solar PV and storage system at the municipal police station. These would be projects at two independent sites within one municipality, submitted under the same application.
- d) **Microgrid: Health services and shelter microgrid project** – The incorporation of an islandable, black-start capable CHP system at a hospital with an islandable solar PV system and battery storage (as described in numbers 1 and 3 above) at a neighboring school that can serve as a shelter. This project requires working with the local utilities to allow the distribution of electricity across public ways.

DOER will release grant payments in an initial lump sum of 50% of the project budget and then require milestone reporting and invoices for reimbursement of the remaining funds. Milestones and reporting requirements will be established through the contracting phase.

C. Evaluation Criteria

Geographic Diversity:

In recognition that climate events are known to affect all regions of the Commonwealth, DOER will make awards, to the extent possible, in a manner that fairly distributes this public support across all regions of the Commonwealth.

Proposal Content:

- Thoroughness of the entire proposal package;
- High quality and realistic project plan;
- Comprehensive reasoning behind project site selection:
 - Identification of critical services to be supported,
 - Prioritization of critical facilities that will provide those services,
 - Anticipated outage duration being addressed;
- Demonstrated effort to address the primary vulnerabilities and needs of the community including, but not limited to: high population density, high-need populations, and specific environmental hazards and risks to the community; and

³ 2011 Massachusetts Department of Revenue, State per capita income (median), US Census and EQV <https://dlsgateway.dor.state.ma.us/DLSReports/DLSReportViewer.aspx?ReportName=IncomeEQVperCapita&ReportTitle=DOR+Income+and+EQV+per+Capita>

- Demonstrated past and ongoing commitment to addressing climate change and emergency response and recovery such as participation in the Green Communities program, energy efficiency audits and measure implementation at critical facility(ies), deep energy retrofit at critical facility(ies), and comprehensive emergency planning.

Proposal Finances:

- Meeting or exceeding cost share requirement.
- The extent of incorporation of all relevant financial resources, including but not limited to state and federal incentives (grants, tax credits, RPS/APS, net metering), loan opportunities, private partnerships, ancillary market participation (reserve capacity and/or voltage regulation), demand response market participation, etc. with more comprehensive incorporation evaluated more strongly.
- Clear plan for ongoing operations and maintenance costs.

Proposal Technical Details:

- Projected technical and operational performance, and reliability of the project, including the incorporation of islanding and black start capability.
- Well-described plan to continuously operate with no planned outage or down time for maintenance while in island mode 24x7, despite an extreme weather event, for at least 3 days, with longer duration receiving higher scores.
- Demonstration of energy efficiency audit and implementation of recommendations at project site.
- Demonstrated success in working with utility company in pursuing interconnection procedures, including advanced communications and planning for any microgrid application.
- Clear plan to expeditiously execute the proposed project.
 - For Single building projects, proposals with a plan to complete projects before the end of calendar year 2014 will be given priority.
 - More complex projects will be evaluated more strongly the sooner they can be completed.
 - All projects should demonstrate a strong plan for completion by the end of calendar year 2015 at the latest.
- Clear plan for continued operation and maintenance of installed equipment.

D. Webinars and Outreach

DOER will also host webinars on Thursday, May 22, 2014 at 11 a.m. and Wednesday, May 28, 2014 at 11 a.m. to provide an opportunity to more thoroughly explain the Initiative and answer questions from potential applicants. The first webinar will provide an overview of the solicitation and the second will provide a more in-depth look at the requirements for the PI Application. There will also be a third webinar covering the requirements for TA Application and an in depth discussion of the technical assistance services offered by the consulting team on Tuesday, May 27, 2014 at 3 p.m. for those who might be interested in that opportunity as well.

E. Procurement Calendar and Asking Questions

DOER issues PON	May 15, 2014
Deadline for submitting PI Application questions	July 8, 2014
ROUND ONE PI APPLICATION DEADLINE	July 15, 2014
Round One PI Application awards announced (subject to change)	August 15, 2014

As mentioned above, there will be a follow-on round of project implementation funding available to TA applicants looking to implement projects outlined through the technical assistance process. The deadline for these applications is October 15, 2014. Any PI Applications from Round One that scored well in their evaluation but went un-funded will be reconsidered for funding

in this second round. Round Two awards will be announced on November 15, 2014 (subject to change). Information on the TA Application process can be found through the solicitation PON-ENE-2014-035.

F. Contact Information

For further information, questions and submissions please contact:

Amy McGuire

Massachusetts Department of Energy Resources

Renewable Energy Project Coordinator - Community Clean Energy Resiliency Initiative

Amy.McGuire@state.ma.us

Questions and answers will be posted periodically on the DOER website at <http://www.mass.gov/eea/grants-and-tech-assistance/guidance-technical-assistance/agencies-and-divisions/doer/doer-procurements.html>

G. Instructions

- Applicants must complete all required application forms and attach all requested documents. Incomplete applications will not be accepted.
- Applications must be submitted via email to Amy McGuire at Amy.McGuire@state.ma.us.
- All Round One PI Applications are due to DOER by 5:00 p.m. on July 15, 2014.
- Milestone reporting is required for all awarded PI Applications. DOER will provide grant recipients with detailed requirements after a grant award is executed.
- This application information is available at www.commBuys.com as PON-ENE-2014-036.

Community Clean Energy Resiliency Initiative



PON-ENE-2014-036

PROJECT IMPLEMENTATION APPLICATION FORM

Name of Applicant:	
Title of Proposed Project(s):	

Please fill in this form unless indicated to attach documents separately. All the questions must be answered. DOER requests brevity in your responses, but the spaces expand to allow for complete responses. If a question is not applicable to your particular proposal, please indicate "N/A". Do not leave the questions blank.

___ The Community Clean Energy Resiliency Initiative has both a technical assistance and project implementation component. Please indicate with an 'X' in the space that you have read and understood the solicitations for both of these (PON-ENE-2014-035 and PON-ENE-2014-036), and have elected to move forward with the most appropriate application type for your situation.

General Information
1. Applicant Information
Name of Applicant:
Lead Applicant Entity (name of municipality, RPA, etc):
Affiliated Applicant Entities (name of partnering municipalities or private entities, if applicable):
Title of Applicant:
Applicant Mailing Address:
Applicant Phone Number(s):
Applicant Email Address:

2. Authorized Representative: Please state the name and title of the representative who, if the contract is awarded, would be legally authorized to sign the contract. <i>Applications which are not signed by a legally authorized individual shall not be accepted.</i>	
Legal name:	
Title:	
Authorized Representative Phone Number(s):	
Authorized Representative Email Address:	
Signature:	Date:
Municipality Information	
3. Population (based on 2012 US Census data found here) of applying municipality(ies) (for projects beyond one municipality please itemize and then sum the populations within the group of municipalities or region and provide an explanation of how number was reached).	
4. Name of municipality(ies) served by the project (municipality, group of municipalities or region).	
General Project Information (If more than one project is included in the application, please complete each question for each project. The word count is per project.)	
5. Title of the proposed project.	
6. Brief project description (300 words maximum).	
7. Purpose and Need for the Proposed Project (300 words maximum). Please describe the purpose of the application, the vulnerabilities addressed by it, and anticipated event duration to be addressed. Identify community needs supported by the project (high-need populations, high risk of flooding, high incidence of storms, high population density, etc.).	
Critical Facility(ies) Building Information	
8. Specify building information as listed and is applicable below. If more than 3 facilities are being considered attach information separately.	

<u>Facility Information</u>	<u>Facility 1</u>	<u>Facility 2</u>	<u>Facility 3</u>
Project Title			
Facility name			
Facility Address			
Facility function (on a daily basis)			
Approximate age of facility			
Critical services provided by the facility during an emergency			
Approximate number of people served by the facility on a daily basis			
Approximate number of people served by the facility during an emergency			
Briefly describe utility outage history (causes, frequency, duration, time of year, etc.)			
Critical Facility(ies) Energy Information			
9. Specify building information as listed and is applicable below. If more than 3 facilities are being considered attach information separately.			
<u>Facility Information</u>	<u>Facility 1</u>	<u>Facility 2</u>	<u>Facility 3</u>
ELECTRICAL INFORMATION			
Distribution utility name			

Facility rate class			
Electrical service(s) capacity (Amps), voltage and phase			
Energy supplier name			
Energy supply rate			
How much electricity was used in calendar year 2013?			
Is the electric consumption expected to change? (For example, due to closing portions of the facility, adding AC, etc)			
FUEL INFORMATION (Complete if thermal loads are of interest)			
What are the thermal loads served? (space heating, domestic hot water, etc)			
Does the facility use natural gas? (Y/N) If yes, answer A through C.			
A. What is the name of the gas distribution utility?			
B. What is the rate class for the			

facility?			
C. How much gas did the facility use in calendar year 2013?			
Does the facility use heating oil? (Y/N) If yes, answer A through C.			
A. What is the name of the oil supplier?			
B. What is the rate? (\$/gallon)			
C. How much oil did the facility use in calendar year 2013?			
BACKUP POWER (Complete if the facility currently has a backup power system)			
Type of backup system (For example, diesel generator)			
Capacity of backup system (For example, kW)			
Make and model of backup system			
Fuel storage capacity, if applicable			
Loads served by backup system (For example, all loads or just identified critical loads)			

Describe physical condition of backup system (approximate age, condition, etc)			
Amperage and voltage of the system			
Transfer switch operation (automatic or manual)			
EXISTING RENEWABLE ENERGY (Complete if the facility is currently served by a renewable energy system.)			
Renewable energy technology (For example, solar PV)			
Capacity of renewable system (For example, kW)			
Ownership model (For example, direct-ownership, third party owner, etc)			
For electric systems, method of interconnection (For example, behind the meter, virtual net metering, or not interconnected)			
Loads served by renewable system (For example, X percentage of loads)			
Describe physical condition of backup			

system (approximate age, condition, etc)			
Amperage and voltage of the system			
Transfer switch operation (automatic or manual)			
Further Documentation and Background Information (If more than one project is included in the application, please complete each question for each project.)			
10. List of any previous engineering studies completed by the applicant on the proposed critical facilities within the last 2 years, including: energy efficiency audits, deep energy retrofits, building remodels, energy management studies, demand response studies, and any other relevant studies.			
11. Copies of invoices for any energy efficiency measures or distributed generation, in addition to backup infrastructure, installed at the critical facilities. Please attach separately.			
12. Documentation of any participation in state energy, sustainability or emergency planning programs. This includes but is not limited to Green Communities, MEMA emergency planning, EOPS planning, Mass Save and Solarize Mass. Please attach separately.			
13. Municipal critical facility list submitted to utilities for emergency restoration planning and prioritization. Please attach separately.			
Specific Project Information (If more than one project is included in the application, please complete each question for each project.)			
1. Total Program Funding Requested (The total from the 'Budget Form').			
2. Cost Share (Total matching funds and/or in-kind costs listed on the 'Budget Form').			
3. Describe the scope of work (500 words maximum).			
4. Provide the schedule for completion of the scope of work. Include project milestones and projected operation date.			

5. Design Study and Financial Analysis: **Attach separately.** Provide the technical details for the proposed project including clear identification of required equipment, how it is laid out and integrated to serve the desired purpose, how the system interconnects and is able to disconnect from the grid, how load shedding is performed to reach the critical loads to be served by the system, and the relationship with any partners in the project. The design study and financial analysis may be in the form of an already prepared report for the municipality, or documentation prepared for this application, but should include, but is not limited to the following items.
- Identification and size of any new generation or storage to be incorporated in the system (kW's and/or kWh and/or Btu's)
 - Identification of and a layout diagram mapping all relevant equipment within relevant facilities
 - One-line electrical diagram of the proposed system(s) preferred, but if not available then a schematic diagram of electric system upgrades and revisions.
 - Detailed description of equipment, functionality (for example, islanding, black start, ride-through) and operations and maintenance plan
 - Description of monitoring system(s)
 - Identification of non-essential loads to be shed during an event
 - Identification of essential loads to be served during an event, and how they may be curtailed if necessary
 - Detailed description of energy storage, if applicable
 - Identification of and description of role of any project partners
 - Description of use during regular, non-emergency operation including expected impact on electric, gas and/or oil utility rates
 - Description of use during an emergency
 - Description of energy and cost savings on an annual basis (including but not limited to savings from decreased demand charges, decreased unit energy costs, shift of electric usage from peak to off-peak times, revenue from Renewable Portfolio Standard or Alternative Portfolio Standard performance incentives, and tax benefits for private entity partners)
 - Description of operations and maintenance costs on an annual basis
 - Projected lifetime of system including replacement year and strategy for new and existing generation systems and ancillary equipment.
6. Utility interconnection strategy: **Attach separately.** Provide a letter from the relevant utility stating that the application for generation interconnection was received reviewed and deemed complete. Applicant must submit pre-application report with application or within 12 business days of application deadline.
7. Budget: **Use attached Budget Form and attach separately any necessary explanation or description.** Define the budget for implementation and operation of the proposed project. Ensure that all design and engineering costs, capital equipment costs, annual operations and maintenance costs, leasing payments (if applicable) and miscellaneous costs are clearly identified. Also identify all savings and revenue streams from the project, what portion is to be paid for by the applicant and/or a 3rd party partner, and what gap funding is requested along with any other funding sources used to finance the project.

8. Copy of agreement(s), memorandums of understanding, and/or contracts between applicant and private partners and/or developer(s), if applicable. **Attach separately.**

Community Clean Energy Resiliency Initiative



PON-ENE-2014-036

PROJECT IMPLEMENTATION BUDGET FORM

Name of Applicant:	
Title of Proposed Project:	

If more than one project is included in the application, please complete a separate budget form for each project. Copy the entire Project Implementation Budget Form for each project.

Define the budget for implementation and operation of the proposed project. Ensure that all design and engineering costs, capital equipment costs, annual operations and maintenance costs, leasing payments (if applicable) and miscellaneous costs are clearly identified and itemized. Also identify all savings and revenue streams from the project, what portion is to be paid for by the applicant and/or a 3rd party partner, and what gap funding is requested, along with any other funding sources used to finance the project. **Included in the table are common categories to be included, please add to or remove from this list as applicable, and please itemize within each category. Wherever necessary please provide an explanation on a separate sheet.**

Description of Costs (Itemize each category)*	Total Cost	Funds Requested	Applicant Matching Funds	Other Funds and Financial Mechanisms (Incentives, other grant \$, loans, etc.)	Cost Savings (energy savings, revenue generation, etc. – if \$ figure is unknown indicate program, eg. SREC program)
Engineering					
Permitting fees					
Developer's fees					

Feasibility study fees					
Generation equipment					
Energy storage equipment					
Other equipment: controls, switch gear, critical load panel, etc.					
Installation labor costs					
Utility interconnection costs					
Routine maintenance and consumables					
Operating expenses					
Reserve for long term maintenance, overhaul and decommissioning					
Legal and insurance – project specific					
Testing and commissioning activities					
Administrative and overhead					
Other – itemize					
TOTAL:					
% of TOTAL:					

*On a separate sheet, provide a brief narrative explaining each line item cost requested from the Program Funds.

IV. ATTACHMENT B: CONTRACTOR RESPONSE (ENCLOSED)

Attachment: ERPI Contract - Springfield 12.09.14 (3205 : Order Accepting DOER Grant for \$2.79 Million & Approving a MOU Agreement with

V. ATTACHMENT C – SCOPE OF CONTRACT AWARD

COMMONWEALTH OF MASSACHUSETTS SCOPE OF CONTRACT AWARD AGREEMENT

By and Between
Massachusetts Department of Energy Resources (DOER)
and
City of Springfield

SCOPE OF CONTRACT AWARD

1. Overview

The purpose of this Contract is to award a grant to the City of Springfield (“City” or “Grantee”) for a maximum obligation not to exceed \$2,790,099 to fund the installation of 4.6 MW combined heat and power system at Baystate Health located at 759 Chestnut Street, Springfield, MA, with a gas turbine generator system, a heat recovery steam generator, an absorption chiller, a black start diesel generator and a load management system (“Project”).

Specific Project components and corresponding costs are limited to:

\$258,390 for engineering
\$25,500 for permitting fees
\$143,687 for developer fees
\$68,000 for feasibility study fees
\$1,058,250 for generation equipment
\$747,533 for installation labor costs
\$161,500 for utility interconnection costs
\$14,450 for routine maintenance and consumables
\$28,397 for legal and insurance
\$140,706 for testing and commissioning activities
\$143,687 for administrative and overhead

2. Contingencies:

(#1) Confirmation that all necessary City approvals have been obtained for the Project and a commitment to provide information to meet all other applicable contingencies for the Project. Attachment E provides a template letter for providing this confirmation and commitment.

(#2) Submission of the Interconnection Pre-Application Report from the electric utility to DOER, if applicable, and confirmation that all necessary permits have been acquired for the Project.

(#3) Submission of interconnection application and Impact Study when available.

(#4) Submission of Interconnection Service Agreement when available.

3. Procurement:

All procurement contracts and subcontracts entered into by public agencies and governmental bodies shall be governed by and in accordance with Massachusetts General Laws. Where applicable, such procurements, contracts and subcontracts shall be governed by the all provisions of either M.G.L. c.25A, § 11C or §11I, M.G.L. c.30B, or M.G.L. c.149. All designer selection for building projects shall be governed by M.G.L. c.7, §§38A1/2 - O.

4. Program Schedule:

The following are milestones to ensure timely completion of the Project. If the Grantee cannot meet these milestones, it will contact DOER immediately.

1. Engineering Complete August 2015
2. Procurement Complete January 2016
3. Installation complete November 2016

5. Disbursement of Funds:

Initial Disbursement: Fifty percent (50%) of the award, one million three hundred ninety five thousand forty nine dollars and ^{50/100} (\$1,395,049.50), will be disbursed by DOER only after (1) the execution of this Contract and (2) DOER is satisfied that contingencies #1 and #2 have been met.

Second Disbursement: Twenty-five percent (25%) of the award, six hundred ninety seven thousand five hundred twenty four dollars and ^{75/100} (\$697,524.50), shall be disbursed upon verification by DOER that seventy-five percent (75%) of the grant funded Project has been completed and that all reporting requirements have been met, including contingency #3. This will include submittal by Grantee to DOER of detailed dated invoices for costs incurred and verification of payment.

Third and Final Disbursement: Twenty-five percent (25%) of the award, six hundred ninety seven thousand five hundred twenty four dollars and ^{75/100} (\$697,524.50), shall be disbursed after upon verification by DOER, after a site visit and review of detailed invoices for total Project costs and any other requested documentation demonstrating that 100% of grant-funded Project has been completed, and that all reporting requirements and requests have been met, including contingency #4 and submittal of the Final Report.

Funds cannot be used for reimbursement of any work related to this Project performed before the date of execution of this Contract, as set forth in the Standard Contract Form. Please note that, due to the competitive nature of this grant program, the use of these funds is restricted to the specifically approved Project. Please be advised that, in the event that the Project does not move forward, DOER will rescind the funding for the Project and said funding may not be applied to other work.

6. Separate Accounts

The Grantee shall at all times conduct its business and affairs in such a manner that any and all ledger accounts and records pertaining to the receipt and expenditure of DOER funds under this Agreement shall be kept separate and distinct from all ledger accounts and records of the Grantee relative to any other enterprise which the Grantee has engaged in, developed, or administered.

7. Unused Funds:

Any funds undisbursed or uncommitted by the Grantee after the end of the grant period shall be returned to the DOER within 60 days.

8. Publicity

The Grantee will coordinate with DOER on all publicity regarding this Project.

9. Reporting and Other Required Documentation:

- A. Should Grantee engage a third party to manage administrative functions of the program and rely on the internal controls of that third party, the third party shall provide the results of an internal controls audit annually according to the provisions Statements of Auditing Standards No. 70 to DOER and Grantee.
- B. Grantee shall have a program to combat fraud, waste and abuse of funds and shall incorporate into its program guidance provided by the Office of the State Comptroller.

Required interconnection documentation: The Grantee shall be required to file copies of the utility interconnection application, Impact Study and Interconnection Service Agreement when available. All interconnection documentation shall be submitted to:

Kara Sergeant, Renewables Program Coordinator, 617-626-7392
kara.sergeant@state.ma.us

Quarterly reports: The Grantee shall be required to file progress and financial reports once every quarter, unless specifically exempted by DOER. Quarterly reports are due by 5pm 4 days after the completion of each of the following quarters: July 1 – Sept 30; Oct 1 – Dec 30; Jan 1 – Mar 30; Apr 1 – June 30. These reports shall include:

- a) the progress and status of activities performed in relation to the Scope of Grant Award including an explanation of any delays or obstacles encountered in meeting the performance schedule as well as a description of efforts taken to resolve delays.
- b) the actual costs incurred to date by the Project, breaking down all costs in such manner as DOER may prescribe.

Final report: The final report shall be submitted within 2 months after completion of the final project receiving funding, and shall include a summary of the projects completed, including project locations and capacity. All quarterly and final reports above shall be submitted to:

Kara Sergeant, Renewables Program Coordinator, 617-626-7392
kara.sergeant@state.ma.us

NOTE: If the services funded by this Agreement are solicited pursuant to M.G.L. ch. 25A § 11C or § 11I, then the Grantee shall also comply with the monitoring and reporting requirements set forth in DOER's regulations at 225 C.M.R. 10.00 or other applicable regulations. For solar PV systems, registration with and reporting to the Massachusetts Clean Energy Center Production Tracking System (PTS) is required.

10. Ownership of Reports and Other Required Documentation:

The reports and other required documentation shall be owned by the Commonwealth of Massachusetts and treated as public documents. Following the completion of the Contract both the Commonwealth and the Grantee retain the right to make further use of the reports and other required documentation.

VII. ATTACHMENT D - BUDGET

Check one: X Initial Budget
 Budget/Account Amendment. Maximum Obligation before this Amendment: \$
 PRIOR MMARS DOCUMENT ID: _____ (for reference - if applicable)
 CURRENT DOC ID: _____

[See Instructions for Additional Guidance on completion. Insert as many additional lines as necessary.]

A	B	C	D	E	F	G	H	I
Budget Fiscal Year	Account	Object Class	Description	Initial Amount / or Amount Prior to Amendment	Indicate Add or Reduce +/-	Amendment Amount	Enter "YES" if Amount is a prior FY budget reduction or a current FY "Carry-in" authorization for Federal Funds	New Amount After Amendment
2015	7006-7056	ACP	APS	\$1,395,049.50*		\$		\$
2016	7006-7056	ACP	APS	\$1,395,049.50*		\$		\$
				\$		\$		\$
				\$		\$		\$

FISCAL YEAR SUBTOTALS AND TOTAL MAXIMUM OBLIGATION FOR DURATION OF Contract		
FISCAL YEAR: <u> 2015 </u>	SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)	\$1,395,049.50*
FISCAL YEAR: <u> 2016 </u>	(or New Subtotal if Fiscal Year Subtotal being amended)	\$1,395,049.50*
FISCAL YEAR: _____	SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)	\$
FISCAL YEAR: _____	SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)	\$
TOTAL MAXIMUM OBLIGATION FOR DURATION OF Contract (or New Total Maximum Obligation if amended)		\$2,790,099*

*Final award will be commensurate with eligible expenses as verified through the invoicing and reporting process.

**VIII. ATTACHMENT E –
TEMPLATE FOR MUNICIPAL PROJECT APPROVAL LETTER
ON MUNICIPAL LETTERHEAD**

Dear Ms. McGuire:

I am writing to confirm that the Project set forth in Contract #_____, to fund the installation of a 4.6 MW combined heat and power at Baystate Health located at 759 Chestnut Street, Springfield, MA, with a gas turbine generator system, a heat recovery steam generator, an absorption chiller, a black start diesel generator and a load management system (“Project”), has received the proper approvals from the appropriate City of Springfield officials / bodies necessary for the projects to proceed. In addition, I am writing to provide commitment by City of Springfield to meet all other contingencies applicable to City of Springfield project, as noted in Section 2 of Attachment C of the Contract. The City of Springfield is aware that, due to the competitive nature of this grant program, the use of these funds is restricted to the specifically approved Project and, in the event that the funded Project does not move forward, funding may not be applied to other work.

Sincerely

Chief Executive Officer

- IX. THE COMMONWEALTH OF MASSACHUSETTS STANDARD CONTRACT ATTACHMENTS
1. COMMONWEALTH TERMS AND CONDITIONS
 2. CONTRACTOR AUTHORIZED SIGNATORY LISTING
 3. W-9 FORM
 4. EFT

Memorandum of Understanding

By and Between

City of Springfield, Massachusetts

and

Baystate Health, Inc.

This Memorandum of Understanding ("MOU") is made effective on _____, 2015 by and between Baystate Health, Inc., a Massachusetts non-profit corporation with a principal address at 759 Chestnut Street, Springfield, MA 01199 ("Baystate") and the City of Springfield, a Massachusetts municipal corporation with a principal address at 36 Court Street, Springfield, MA 01103 (the "City").

Baystate and the City desire to collaborate to deliver a higher level of resiliency for those Springfield facilities that are critical during natural or man-made disasters. This MOU memorializes the understandings of the City and Baystate with respect to certain utility resiliency undertakings. The City and Baystate are entering into this MOU regarding certain actions and commitments that each of the parties will endeavor to undertake over a three-year period as described below.

Baystate is currently in conceptual design/planning for the installation of a combined heat and power plant which will provide electricity, chilled water and steam to Baystate. The plant is composed of a 4.6 megawatt gas turbine generator, a heat recovery steam generator, an absorption chiller, a black start diesel generator and a load management system.

The parties agree as follows:

1. Subject to Section 3 of this MOU, Baystate shall work with the City to develop and complete the combined heat and power system project described in the Scope of Contract Award attached hereto as Exhibit A (the "Project"). Baystate will endeavor to provide clear and consistent communication to the City during all phases of the Project, including construction documents, local, state and federal permitting requirements, Project schedules, Project budgets, community impacts and review of emergency planning procedures. In no event shall Baystate be obligated to make expenditures for the Project in excess of amounts approved for that purpose by its Board of Directors.
2. The City shall work with Baystate to develop and complete the Project. Without limiting the generality of the foregoing sentence, the City shall comply with the terms of the grant agreement between the City and the Massachusetts Department of Energy Resources (the "Grant Agreement"). In no event shall the City be obligated to make expenditures for the Project in excess of amounts received under the Grant Agreement.

3. Baystate's performance under this MOU shall be conditional upon the occurrence of the following events:
 - A. Approval of the Project and this MOU by Baystate's Board of Directors;
 - B. Baystate's ability to secure financing for the Project on terms that are acceptable to Baystate in its sole discretion;
 - C. A favorable infrastructure assessment by Western Massachusetts Electric Company/Eversource; and
 - D. A determination by Baystate that there are no material permitting impediments to the Project. For purposes of this MOU, "permitting impediments" shall mean any local, state or federal laws that would hinder, restrict or prohibit the development of the Project.
4. After the completion of the Project, Baystate shall continue to provide comprehensive medical services to residents of the Springfield area, including Level 1 trauma services, orthopedic surgery, neurosurgery, radiology services, emergency services, internal medicine, and anesthesiology. The Project will enable Baystate to provide said services more effectively during a natural or man-made disaster and during periods of utility outages, and will extend Baystate's resiliency during a crisis from 96 hours to more than 30 days. The parties agree that Baystate's provision of comprehensive medical services as described herein constitutes a critical function for the public benefit in the case of an emergency event.
5. Either party may terminate this MOU for any reason or no reason upon twenty days' prior written notice.

This MOU is executed by duly authorized representatives of each party on the date noted above.

Baystate Health, Inc.

City of Springfield

 Sean Gouvin
 Director of Facilities and Engineering

 Domenic J. Sarno
 Mayor

COMMONWEALTH OF MASSACHUSETTS SCOPE OF CONTRACT AWARD AGREEMENT

**By and Between
Massachusetts Department of Energy Resources (DOER)
and
City of Springfield**

SCOPE OF CONTRACT AWARD

1. Overview

The purpose of this Contract is to award a grant to the City of Springfield ("City" or "Grantee") for a maximum obligation not to exceed \$2,790,099 to fund the installation of 4.6 MW combined heat and power system at Baystate Health located at 759 Chestnut Street, Springfield, MA, with a gas turbine generator system, a heat recovery steam generator, an absorption chiller, a black start diesel generator and a load management system ("Project").

Specific Project components and corresponding costs are limited to:

\$258,390 for engineering
\$25,500 for permitting fees
\$143,687 for developer fees
\$68,000 for feasibility study fees
\$1,058,250 for generation equipment
\$747,533 for installation labor costs
\$161,500 for utility interconnection costs
\$14,450 for routine maintenance and consumables
\$28,397 for legal and insurance
\$140,706 for testing and commissioning activities
\$143,687 for administrative and overhead

2. Contingencies:

(#1) Confirmation that all necessary City approvals have been obtained for the Project and a commitment to provide information to meet all other applicable contingencies for the Project. Attachment E provides a template letter for providing this confirmation and commitment.

(#2) Submission of the Interconnection Pre-Application Report from the electric utility to DOER, if applicable, and confirmation that all necessary permits have been acquired for the Project.

(#3) Submission of interconnection application and Impact Study when available.

(#4) Submission of Interconnection Service Agreement when available.

3. Procurement:

All procurement contracts and subcontracts entered into by public agencies and governmental bodies shall be governed by and in accordance with Massachusetts General Laws. Where applicable, such procurements, contracts and subcontracts shall be governed by the all provisions of either M.G.L. c.25A, § 11C or §11I, M.G.L. c.30B, or M.G.L. c.149. All designer selection for building projects shall be governed by M.G.L. c.7, §§38A1/2 - O.

4. Program Schedule:

The following are milestones to ensure timely completion of the Project. If the Grantee cannot meet these milestones, it will contact DOER immediately.

1. Engineering Complete August 2015
2. Procurement Complete January 2016
3. Installation complete November 2016

5. Disbursement of Funds:

Initial Disbursement: Fifty percent (50%) of the award, one million three hundred ninety five thousand forty nine dollars and ^{50/100} (\$1,395,049.50), will be disbursed by DOER only after (1) the execution of this Contract and (2) DOER is satisfied that contingencies #1 and #2 have been met.

Second Disbursement: Twenty-five percent (25%) of the award, six hundred ninety seven thousand five hundred twenty four dollars and ^{75/100} (\$697,524.50), shall be disbursed upon verification by DOER that seventy-five percent (75%) of the grant funded Project has been completed and that all reporting requirements have been met, including contingency #3. This will include submittal by Grantee to DOER of detailed dated invoices for costs incurred and verification of payment.

Third and Final Disbursement: Twenty-five percent (25%) of the award, six hundred ninety seven thousand five hundred twenty four dollars and ^{75/100} (\$697,524.50), shall be disbursed after upon verification by DOER, after a site visit and review of detailed invoices for total Project costs and any other requested documentation demonstrating that 100% of grant-funded Project has been completed, and that all reporting requirements and requests have been met, including contingency #4 and submittal of the Final Report.

Funds cannot be used for reimbursement of any work related to this Project performed before the date of execution of this Contract, as set forth in the Standard Contract Form. Please note that, due to the competitive nature of this grant program, the use of these funds is restricted to the specifically approved Project. Please be advised that, in the event that the Project does not move forward, DOER will rescind the funding for the Project and said funding may not be applied to other work.

6. Separate Accounts

The Grantee shall at all times conduct its business and affairs in such a manner that any and all ledger accounts and records pertaining to the receipt and expenditure of DOER funds under this Agreement shall be kept separate and distinct from all ledger accounts and records of the Grantee relative to any other enterprise which the Grantee has engaged in, developed, or administered.

7. Unused Funds:

Any funds undisbursed or uncommitted by the Grantee after the end of the grant period shall be returned to the DOER within 60 days.

8. Publicity

The Grantee will coordinate with DOER on all publicity regarding this Project.

9. Reporting and Other Required Documentation:

- A. Should Grantee engage a third party to manage administrative functions of the program and rely on the internal controls of that third party, the third party shall provide the results of an internal controls audit annually according to the provisions Statements of Auditing Standards No. 70 to DOER and Grantee.
- B. Grantee shall have a program to combat fraud, waste and abuse of funds and shall incorporate into its program guidance provided by the Office of the State Comptroller.

Required interconnection documentation: The Grantee shall be required to file copies of the utility interconnection application, Impact Study and Interconnection Service Agreement when available. All interconnection documentation shall be submitted to:

Kara Sergeant, Renewables Program Coordinator, 617-626-7392
kara.sergeant@state.ma.us

Quarterly reports: The Grantee shall be required to file progress and financial reports once every quarter, unless specifically exempted by DOER. Quarterly reports are due by 5pm 4 days after the completion of each of the following quarters: July 1 – Sept 30; Oct 1 – Dec 30; Jan 1 – Mar 30; Apr 1 – June 30. These reports shall include:

- a) the progress and status of activities performed in relation to the Scope of Grant Award including an explanation of any delays or obstacles encountered in meeting the performance schedule as well as a description of efforts taken to resolve delays.
- b) the actual costs incurred to date by the Project, breaking down all costs in such manner as DOER may prescribe.

Final report: The final report shall be submitted within 2 months after completion of the final project receiving funding, and shall include a summary of the projects completed, including project locations and capacity. All quarterly and final reports above shall be submitted to:

Kara Sergeant, Renewables Program Coordinator, 617-626-7392
kara.sergeant@state.ma.us

NOTE: If the services funded by this Agreement are solicited pursuant to M.G.L. ch. 25A § 11C or § 11I, then the Grantee shall also comply with the monitoring and reporting requirements set forth in DOER's regulations at 225 C.M.R. 10.00 or other applicable regulations. For solar PV systems, registration with and reporting to the Massachusetts Clean Energy Center Production Tracking System (PTS) is required.

10. Ownership of Reports and Other Required Documentation:

The reports and other required documentation shall be owned by the Commonwealth of Massachusetts and treated as public documents. Following the completion of the Contract both the Commonwealth and the Grantee retain the right to make further use of the reports and other required documentation.

EXHIBIT A
Page 4 of 4

Check one: X Initial Budget
 Budget/Account Amendment. Maximum Obligation before this Amendment: \$
 PRIOR MMARS DOCUMENT ID: _____ (for reference - if applicable)
 CURRENT DOC ID: _____

[See Instructions for Additional Guidance on completion. Insert as many additional lines as necessary.]

A	B	C	D	E	F	G	H	I
Budget Fiscal Year	Account	Object Class	Description	Initial Amount / or Amount Prior to Amendment	Indicate Add or Reduce +/-	Amendment Amount	Enter "YES" if Amount is a prior FY budget reduction or a current FY "Carry-in" authorization for Federal Funds	New Amount After Amendment
2015	7006-7056	ACP	APS	\$1,395,049.50*		\$		\$
2016	7006-7056	ACP	APS	\$1,395,049.50*		\$		\$
				\$		\$		\$
				\$		\$		\$

FISCAL YEAR SUBTOTALS AND TOTAL MAXIMUM OBLIGATION FOR DURATION OF Contract		
FISCAL YEAR: <u> 2015 </u>	SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)	\$1,395,049.50*
FISCAL YEAR: <u> 2016 </u>	(or New Subtotal if Fiscal Year Subtotal being amended)	\$1,395,049.50*
FISCAL YEAR: _____	SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)	\$
FISCAL YEAR: _____	SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)	\$
TOTAL MAXIMUM OBLIGATION FOR DURATION OF Contract (or New Total Maximum Obligation if amended)		\$2,790,099*

*Final award will be commensurate with eligible expenses as verified through the invoicing and reporting process.



City of Springfield

ADOPTED

Meeting: 09/14/15 07:00 PM
Initiator: Lindsay B. Hackett
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3190

3.16

FY15 Shannon Grant - \$820,879.82 (Mayor Sarno)

WHEREAS, the Police Department ("Department") has been awarded an increase of \$103,301.69 for FY15 Shannon CSI Grant, bringing the total grant awarded to \$820,879.82 from the Executive Office of Public Safety and Security and

WHEREAS, the purpose of the grant is for the Department to identify and work directly with gang members and youth at risk of becoming involved with gang activity to promote prevention, intervention, and suppression which will reduce gang related crime and youth violence; and

WHEREAS, the Department intends to use the grant funds to pay for police overtime, employee benefits, program supplies, salary expenses associated with a coordinator, and vendor contracts; 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 Shannon CSI Grant - \$820,879.82

RESULT: PASSED BY VOICE VOTE



COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

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

CONTRACTOR LEGAL NAME: City of Springfield (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office Of Public Safety & Security	
Legal Address: (W-9, W-4,T&C): 36 Court Street, Springfield, MA 01103-1699		MMARS Department Code: EPS	
Contract Manager: John Lewis		Business Mailing Address: 10 Park Plaza - Suite 3720, Boston, MA 02116	
E-Mail: jlewis@springfieldpolice.net		Billing Address (if different):	
Phone: (413) 328-1971 Fax: (413) 787-6663		Contract Manager: Corine Pryme	
Contractor Vendor Code: VC6000192140		E-Mail: corine.pryme@state.ma.us	
Vendor Code Address ID (e.g. "AD001"): AD 001 (Note: The Address ID must be set up for EFT payments.)		Phone: (617) 725-3370 Fax: (617) 725-0267	
		MMARS Doc ID(s): SCEPSFY15SHANSRINGF	
		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>20</u> Enter Amendment Amount \$ <u>103,310.79</u> (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) ☒ Amendment to Scope or Budget (Attach updated scope and budget) ☐ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ☐ Contract Employee (Attach any updates to scope or budget) ☐ Legislative/Legal or Other: (Attach authorizing language justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract.			
☒ Commonwealth Terms and Conditions ☐ Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. ☐ Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) ☒ Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended): \$ <u>820,879.92</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.) 2015 Shannon Anti-Gang Grant.- Budget amendment.			
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 no obligations have been incurred prior to the <u>Effective Date</u> . ☐ 2. may be incurred as of _____, a date LATER than the <u>Effective Date</u> below and no obligations have been incurred prior to the <u>Effective Date</u> . ☐ 3. were incurred as of _____, a date PRIOR to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>12/31/2015</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>Domenic J. Sarno</u> Date: <u>6/22/15</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Domenic J. Sarno</u> Print Title: <u>Mayor</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>Ellen Frank</u> Date: <u>6-25-15</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Ellen Frank</u> Print Title: <u>Executive Director</u>	

Attachment: Shannon 7-22-2015 (3190 : FY15 Shannon Grant - \$820,879.92)



City of Springfield

ADOPTED

Meeting: 09/14/15 07:00 PM
Initiator: Melanie Acobe
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3174

3.17

FY16 Senior Aides Program Grant Acceptance - in Kind Match (\$611,029) (Mayor Sarno)

WHEREAS, the Department of Elder Affairs ("Department") has been awarded a Senior Community Service Employment Grant of \$611,029.00 from Senior Service America, Inc. (SSAI) from July 1, 2015 to June 30, 2016; and

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

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

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

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

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

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

FY16 Senior Aides - \$611,029.00**RESULT: PASSED BY VOICE VOTE**



REQUEST FOR GRANT SETUP

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

All fields are mandatory.

Date of Request	08/24/15
Department Requesting Grant Setup	DEA (541)
Department Phone # (Please include extension)	886-5261
Name and Title of Person to Contact in Case of Questions	Maureen Morrissey

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

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
XXXX Private/Other Federal -Pass through Senior Services America

Grant Name: Senior Aide Program- FY16

Total Grant Amount Awarded: \$ 611,029.00

Is this a Reimbursable Grant? NO (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	Senior Services America
Contact Person	Christine Garland, National SCSEP Director
Street Address	8403 Coleville Rd
City, State, Zip Code	Silver Spring, MD, 20910-3314
Telephone	301 578 8900
Fax	301 578 8947
E-Mail	cgarland@ssa-i.org

Actual Award Date	06/30/2015
Board Approval Date	
Start Date	07/01/2015
Expiration Date	06/30/2016
Renewal Action Date (optional)	Yes
If there are any Matching Funds:	NONE
Type	INKIN D
Percent	13%
Amount	\$79, 272

Comments re: Description/Purpose of Grant
Senior Aide Program
Comments re: Conditions/Restrictions of Grant
Per attached contract and budget

If this is a Federal Grant, enter CFDA#: 17.0235

If applicable enter the State ID # :

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

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: 2673

Budget Roll-Up Codes: ALL

Please see attached budget.

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.



Anthony R. Sarmiento
President and Executive Director

June 30, 2015

Charlotte Lee, Senior AIDES Project Director
c/o City of Springfield Department of Elder Affairs
Good Life Center
1600 East Columbus Avenue
Springfield, MA 01103-1654

Dear Ms. Lee:

Attached is your PY2015 SCSEP program Sponsor Agreement for the period July 1, 2015 through June 30, 2016. Please complete and return the Agreement by Thursday, July 16.

Please note that your agency may be required to submit and regularly update a Continuous Improvement Plan based on your final performance for PY2014. In PY2015, all SSAI sponsors will be expected to again achieve at least 90% of their Unsubsidized Placement, Service, and Most-In-Need goals. These actions are part of "Target 2016," Senior Service America, Inc.'s (SSAI) multi-year strategy to improve our performance by 2016, the earliest time the next national SCSEP grant competition will be conducted.

Also, SSAI allocates funds to its sponsors in the following manner. Participant wages and fringe benefits (PWFB) are allocated based on number of authorized participant slots provided by SSAI in your Sponsor Agreement. SSAI allocates Administrative and Other Program Costs funding based on the number of participants to be served. Please note that for the second consecutive Program Year, SSAI has decided to provide all subgrantees with level funding for Administrative and Other Program Costs, despite mandatory increases in the minimum wage that you must pay SCSEP participants and no increases by Congress in SCSEP appropriations. While we were able to accomplish this through organizational costs savings and efficiencies, we cannot promise continued level funding in the future without an increase in our grant from USDOL.

Also, as a reminder, full funding of your organization's Administrative and Other Program Costs is dependent on full utilization of PWFB funds. If you do not use all your PWFB funds, your administrative and other program funds may be proportionally reduced. Finally, please note on page five of the Sponsor Budget Instructions, Attachment 6 of the Sponsor Agreement, you must keep a current list of host agencies used and number of hours of supervision provided if you are utilizing host agency supervision as in-kind match.

If you have any questions, please don't hesitate to contact us at 301-578-8989, by email at scsephelp@ssa-i.org, or by opening a case in SSAI Connect. We look forward to a productive PY2015.

Sincerely,

Anthony R. Sarmiento
Executive Director

Attachment

cc: The Honorable Domenic Sarno, Mayor, City of Springfield, City of Springfield Department of Elder Affairs
Maureen Morrissey, Fiscal Manager, City of Springfield Department of Elder Affairs
Janet Denney, Director of Elder Affairs, City of Springfield, City of Springfield Department of Elder Affairs
Marta Ames, Deputy Director
Lynn Woo, Director of Finance
Chris Garland, National SCSEP Director

Senior Service America, Inc. (SSAI)**SCSEP Sponsor Agreement****July 1, 2015 — June 30, 2016****Who we are – a National Grantee for Title V of the Older Americans Act**

Senior Service America, Inc. (SSAI)
 8403 Colesville Road, Suite 1200
 Silver Spring, Maryland 20910-6322

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

Who you are – a Subgrantee/Sponsor

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

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

Background

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

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

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

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

Senior Service America, Inc. (SSAI)**The terms of this agreement**

I. Period of this Agreement: July 1, 2015 to June 30, 2016.

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

Funding for this agreement:

\$611,029 Federal, that we provide.

79,272 Non-Federal, that you provide. (20 CFR 641.809)

\$690,301 Total funding.

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

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

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

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

What you agree to do:

According to Title 20 of the Code of Federal Regulations, Part 641, Subpart C-Grant Operations, as amended, you agree to enroll at least 91 eligible persons during the program period. You agree to assign these eligible, low-income persons 55 years of age and older into part-time community service positions at rates and hours set forth in the Older Americans Act and consistent with their assessments and individual employment plans.

Definitions

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

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

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

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

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

Achieve an average most-in-need characteristics, as defined by 20 CFR Part 641.710(a)(6), per total number of participants served -- 2.65.

Achieve entered employment level of at least 45%.

Exit at least 20 of such persons into unsubsidized employment during the program year.

Of those who entered employment, retain 73%.

Of those who are retained, achieve \$7,500 in average earnings.

See Attachment 2, *PY2015-2016, SCSEP Performance Goals Summary Sheet* for definitions.

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

Complete all follow-up activity for participants.

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

Attend conferences and training as designated by SSAI.

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

Prepare and update a Continuous Improvement Plan (CIP) as required if you did not meet minimum performance thresholds established by SSAI for unsubsidized employment, service level, and most-in-need (MIN) in PY2014.

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This Agreement requires compliance with these documents

- A. These documents (both current versions and amendments) are binding on you and are a part of this agreement:
- FY 2015 Department of Labor Appropriations Action (Pub. L., 113-235)
 - 2006 Older Americans Action (OAA) Amendments, Public Law 109-365, 42 United States Code 3056 *et. seq.* 20 Code of Federal Regulations (CFR) Part 641;
 - SCSEP Final Rule (75 FR 53786; September 1, 2010);
 - SCSEP Final Rule, Additional Indicator for Volunteering (77 FR 4654, January 31, 2012);
 - Priority of Service for Covered Persons (Final Rule 20 CFR Part 1010, 73 FR 78132, December 19, 2008);
 - "Revised Income Inclusions and Exclusions and Procedures for Determining SCSEP Eligibility," Training and Employment Guidance Letter (TEGL) No. 12-06;
 - TEGL No. 18-14, "2015 Federal Poverty Guidelines for the Senior Community Service Employment Program (SCSEP);
 - Americans with Disabilities Act (ADA), as amended (P.L. 110-325); (42 U.S.C. 12101, *et seq.*)
 - Jobs for Veterans Act (JVA) (Public Law 107-288);
 - SCSEP Performance Data Collection Approval (Office of Management and Budget No. 1205-0040);
 - TEGL No. 15-14, "Implementation of the New Uniform Guidance Regulations";
 - Uniform Grants Guidance, 2 CFR 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements;
 - 29 CFR Part 98, Debarment, Suspension, Drug Free Workplace;
 - 29 CFR Part 96, Audit Requirements OMB Circular A-133;
 - *SSAI SCSEP Policy and Procedure Manual*;
 - Your budget as we approve it; and
 - SSAI Grant Agreement with the USDOL.
- B. This agreement includes your obligation to abide by regulations issued by USDOL and policies and procedures issued by SSAI. You are a part of the SSAI network in your state.

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

The reports you must provide ...

- A. Payroll by Payroll reports which track participant wage costs each pay period must be submitted within five (5) work days following the close of each pay period.
- B. The Project Performance Plan (PPP) webtool must be updated within five (5) work days following the close of each pay period.
- C. Enter participant data directly into SPARQ from the Participant Form, Community Service Assignment Form, Exit Form, and Unsubsidized Exit form within 5 work days of completing the form(s), and community service hours, follow-ups for unsubsidized placement, and the volunteer work indicator, etc., as required.

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- D. Review SPARQ Data quality reports, management reports, and SSAI tickler emails and reports at least once a week. Resolve all rejects (Durational rejects, rejects, warnings) promptly and reconcile your payroll list to data in SPARQ to ensure your accuracy and completeness of your data.
- E. Review durational limit report and tickler emails to ensure durational limit exits are entered no later than 7 days after the Individual Durational Limit date to avoid locked records. All locked records must be explained and addressed as soon as possible and SSAI may provide technical assistance to ensure timely entry of all forms including durational limit exits.
- F. Complete SSAI on-line tools, as required.
- G. A monthly Report of Costs (SA1) is due within 30 calendar days after the reported month and must be completed using the SSAI On-line Report of Costs webtool.
- H. A monthly Report of Non-Federal Costs (SA2) is due within 30 calendar days after the reported month and must be completed using the SSAI On-line Report of costs webtool.
- I. A closeout grant report is due within 45 calendar days after the close of the grant year. This report will include:
 - final report on spending
 - final non-Federal cost report
 - summary of payroll data
- J. A single audit report, in compliance with the Single Audit Act and 2 CFR 200 subpart F – Audit Requirements, is due within nine months after your fiscal year ends.

The records you must keep...

- K. You must maintain any records and accounts, including property, personnel, and financial records, that we, USDOL, or any authorized representative deem necessary.
- L. You must keep program and financial records for three (3) years after grant closeout or three (3) years from a completed audit, whichever is longer.
- M. In accordance with 2 CFR 200 subpart D – Post Federal Award Requirements, you must make any records relating to the SCSEP Program available for examination on request by SSAI and/or USDOL, and upon further request, you must transfer custody of such records to SSAI and/or USDOL.
- N. If you cease to administer SCSEP, you must turn over to us complete data files, both electronic format and hard copy.
- O. You must provide insurance as described in the *Sponsor Budget Instructions*.

Using your funds...

- P. In carrying out the duties of this agreement, you agree to fully expend but not exceed the funds we approve in your budget or amended budget and achieve the minimum program outcomes found on pages 2-3 of this agreement.
- Q. If you do not use program funds in a timely and proper manner, we may withdraw all or part of the unexpended funds.
- R. We can also increase or decrease funding.

Senior Service America, Inc. (SSAI)**III. We Will Provide Funding**

- A. We will provide funding to you according to the methods outlined in the *Sponsor Budget Instructions*.
- B. Using the Automated Clearing House (ACH), we will transfer funds to the bank account that is currently on file with our Finance Department.
- C. You must use these funds only to pay for costs incurred according to the *SSAI SCSEP Program Policy and Procedure Manual*.

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

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

V. You Will Share the Program Cost

Your share of the SCSEP Program costs will be in cash and/or in-kind and will be from non-Federal sources. The total amount of non-Federal funds raised to meet the matching requirement of the SCSEP Program will directly support the program. Under the terms of this agreement, your non-Federal share shall not be less than the amount specified on page two of this agreement. For any excess of non-Federal funds beyond this amount, you agree to assign to SSAI for its determination of whether the excess shall be used to support the program. Such excess is not part of your unreimbursable non-Federal match requirement and is not a donation within the meaning of 2 CFR Part 200. A description of the types of non-Federal match funds to meet your required share is found at 20 CFR 641.809.

VI. Participants Are Not Federal Employees

- A. The Federal government represented by USDOL is not a party to this agreement and has no legal liability under this agreement. Any liabilities, legal actions, or disputes that may arise under this agreement are between SSAI and you.
- B. In all matters relating to this agreement, you are an independent contractor. Participants are enrolled in a Federally-subsidized community service employment program and are employed by you for certain payroll purposes. Participants are not SSAI employees, they are not Federal employees, and they are not subject to the Federal provisions of the law that apply to Federal employees about employment, hours of work, rates of compensation, leave, unemployment compensation, and employee benefits (20 CFR 641.585).

VII. You Will Have Staff for Your Program

- A. You must provide a project director.
- B. We may ask you to remove your project director, for cause.

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- C. Per Attachment 1, you must provide a full-time project director for every 60 modified authorized positions or a part-time project director for every 30 modified authorized positions. If you have more than 60 authorized positions, staff patterns should evolve in conjunction with increases in modified authorized positions at least for every increment of 30 modified authorized positions above 60. Use of participant staff should be considered as additional help beyond these staffing requirements. If the staffing is less than these requirements you must ask us, in writing, for our approval.
- D. Your project director must attend any mandated training that SSAI may offer. Travel and per diem expenses will be paid by SSAI.
- E. Your chief executive officer, project director, or designee, and any other staff associated with the program, including program and fiscal staff members, must be available to consult with our staff on any aspect of the program that we deem necessary.

VIII. You Will Seek Community Support

- A. You and your project director will coordinate with other SSAI project directors in your state to achieve your SCSEP goals and spending requirements, both at your project and for the state.
- B. You will publicize the SCSEP Program, its concepts, and its objectives to develop extensive community understanding of the capability and performance of older workers and their need for unsubsidized employment. This public interest could be developed through advertising, public speaking, display posters, and other media. If your agency has a website, information about your SCSEP must be posted on the website.
- C. In any publicity releases and *Memoranda of Understanding* about the SCSEP Program, you will include the following, "...operated under a USDOL grant and in cooperation with Senior Service America, Inc. The SCSEP Program is an equal opportunity program."
- D. If you or other program staff are asked to participate in state or regional SCSEP meetings or participate in the development of State SCSEP Plans, you must give us reasonable advance notice.
- E. You will coordinate with employer associations, local Workforce Investment Boards (WIBs), and workforce intermediaries to identify high growth industries and workforce needs.
- F. You will consult with local Area Agencies on Aging to consider linking programs provided by both agencies.

IX. You Must Have Electronic Communications Capability

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

X. You Will Work with Public Workforce Systems

- A. The Workforce Innovation and Opportunity Act of 2014 mandates that SCSEP is a partner in the One-Stop workforce delivery system. You agree to be identified as a SCSEP partner, developing *Memoranda of Understanding* with local area Workforce Investment Boards and American Job Centers, as well as coordinating linkages with other SCSEP partners in the same area. You must give us current signed copies of any *Memoranda of Understanding*.

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

XI. Notification Procedure In the Event of Data Breach

- A. You agree to the following procedure in the event that you lose or have stolen from your possession, custody or control (referred to as "data breach") any documentary material or computer equipment containing personally identifiable information (PII) on project participants, current or former.
- B. PII refers to any information about an individual maintained by you, including any information that can be used to distinguish or trace a participant's identity, such as their name, Social Security Number, date and place of birth, mother's maiden name, biometric records, etc., and any other personal information which is linked or linkable to a participant.
- C. Procedure:
- i. Immediately notify the National SCSEP Director that the project has experienced a data breach and of participants' PII and that you have determined that a reasonable risk exists for the potential misuse of the information.
 - ii. The Project Director shall immediately assess the information compromised; risks posed; and, how affected participants should be notified. The Project Director will coordinate the response with SSAI.
 - iii. Maintain up to date contact information on all participants, former and current.
 - iv. If appropriate, establish a call center to interact with participants.
 - v. Consider offering appropriate credit monitoring assistance to affected participants.
 - vi. Familiarize project personnel on your organization's privacy and security procedures and how they should recognize, report, and respond to a data breach.

Assurances and Certifications

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

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

Senior Service America, Inc. (SSAI)**Termination and Cancellation**

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

Upon execution by you and SSAI, this agreement becomes effective July 1, 2015.

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

City of Springfield Department of Elder Affairs

By

(Signature)

Name

(Print)

MAYOR

(Title)

(Date)

(E-mail Address)

Senior Service America, Inc.

By

(Signature)

Name

Anthony R. Sarmiento

Executive Director

Senior Service America, Inc.

(Date)

Senior Service America, Inc. (SSAI)***Sponsor Counties to be Served*****July 1, 2015 - June 30, 2016****City of Springfield Department of Elder Affairs****Project No. 103**

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

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

**PY15-16 SCSEP Performance Goals
Summary Sheet**

- 1. Service Level/Number of eligible individuals served**
162 % x your number of modified authorized positions

PY15 Goal = 162%

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

PY15 Goal = 80%

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

PY15 Goal = 2.65

- 4. PY15 SSAI Unsubsidized Placement Goal**
35% x your number of modified authorized positions

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

PY15 Goal = 45%

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

PY15 Goal = 73%

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

PY15 Goal = \$7,500

- 8. Spend 100% of Participant Wages and Fringe Benefits (PWFB) by June 30, 2016**

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

- 1. Retention in Unsubsidized Employment for One Year - no set target**
Of those who are employed in the first quarter after the exit quarter: the number of participants who are employed in the fourth quarter after the exit quarter *divided* by the number of participants who exit during the quarter
- 2. Satisfaction of Participants, Employers and Host Agencies – no set target**
- 3. Volunteer Work Indicator – no set target**

Senior Service America, Inc. (SSAI)**Assurances and Certifications****July 1, 2015 – June 30, 2016**

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

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

1. Has the legal authority to apply for Federal Assistance and the institutional, managerial, and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970

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

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

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

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

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

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

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

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13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

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

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (B)(2) of this certification; and,
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

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

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The subgrantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreement) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of facts upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

D. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS.

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

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about—
 - a. The dangers of drug abuse in the workplace;
 - b. The grantee's policy of maintaining a drug-free workplace;

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- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1).
4. Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will —
- a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
5. Notifying the agency in writing within ten calendar days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted —
- a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5), (6).

Place of Performance: **1600 East Columbus Avenue, Springfield, MA 01130-1654**

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

E. NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE.

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

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- (1) Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA) which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I financially-assisted program or activity;
- (2) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;
- (3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- (4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- (5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

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

F. CERTIFICATION OF NON-DELINQUENCY.

Please initial the appropriate statement and return to SSAI:

____ Not Delinquent on any Federal Debt
(initial)

____ Delinquent on any Federal Debt
(initial)

Sponsor Name: City of Springfield Department of Elder Affairs

Project No.: 103

Senior Service America, Inc. (SSAI)

Sponsor Budget Proposal*

July 1, 2015 – June 30, 2016

Sponsor Name: City of Springfield Department of Elder Affairs

Project No.: 103

FEDERAL SHARE

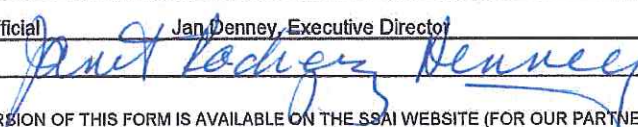
Participant Wages	<u>\$541,812</u>	
Participant Fringe Benefits		
FICA		
Unemployment / Disability, if applicable		
Worker's Compensation	<u>5,000</u>	
Physical Exam	<u>250</u>	
Total Participant Wages / Fringe Benefits		<u>\$ 547,062</u>
Program - Other Costs		
Transportation	<u>\$ 1,500</u>	
Training	<u>1,250</u>	
Incidentals	<u>2,920</u>	
Subgrantee Staff Cost	<u>5,750</u>	
Other Program Costs	<u>6,050</u>	
Total Program / Other Costs		<u>\$ 17,470</u>
Project Administration		
Subgrantee Staff Cost	<u>\$ 46,497</u>	
Other Admin. Costs	<u>-</u>	
Total Project Admin.		<u>\$ 46,497</u>
TOTAL FEDERAL SHARE:		<u>\$ 611,029</u>

NON-FEDERAL SHARE

Rent	<u>\$ 6,000</u>	
Staff Salaries & Fringe Benefits	<u>\$ 56,772</u>	
Travel	<u>\$ 250</u>	
Postage & Delivery	<u>\$ -</u>	
Supplies	<u>\$ 250</u>	
Insurance	<u>\$ 500</u>	
Other	<u>-</u>	
Total Cash Component		<u>\$ 63,772</u>
Indirect Component		
Total Indirect Component		<u>\$ -</u>
Host Agency Supervision	<u>15,500</u>	
Space	<u>-</u>	
Other	<u>-</u>	
Total In-Kind Component		<u>\$ 15,500</u>
TOTAL NON-FEDERAL SHARE:		<u>\$ 79,272</u>

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

Name and Title of Auth. Official: Jan Denney, Executive Director

Signature and Date: 

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

Senior Service America, Inc. (SSAI)

Sponsor Delegation of Signature Authority *

July 1, 2014 - June 30, 2015

Sponsor Name: City of Springfield, MA, Dept. of Elder Affairs

Project No.: 103

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

Name: Maureen Morrissey ☒ Report of Costs (SA1)
 Title: Fiscal Manager ☒ Report of Non-Federal Costs (SA2)
 Signature: *Maureen Morrissey* ☒ Budget Revisions
7/6/15

Name: Janet Denney ☒ Report of Costs (SA1)
 Title: Director ☒ Report of Non-Federal Costs (SA2)
 Signature: *Janet Denney* ☒ Budget Revisions
7/6/15

Name: _____ ☐ Report of Costs (SA1)
 Title: _____ ☐ Report of Non-Federal Costs (SA2)
 Signature: _____ ☐ Budget Revisions

[Executive Director or Other Authorized Official]

Name: *Janet Denney*
 Title: Executive Director

Signature / Date: *Janet Denney* *7/6/2015*

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

Senior Service America, Inc. (SSAI)

Sponsor Budget Proposal*

July 1, 2015 – June 30, 2016

Sponsor Name: City of Springfield Department of Elder Affairs

Project No.: 103

FEDERAL SHARE

Participant Wages	<u>\$541,812</u>	
Participant Fringe Benefits		
FICA		
Unemployment / Disability, if applicable		
Worker's Compensation	<u>5,000</u>	
Physical Exam	<u>250</u>	
Total Participant Wages / Fringe Benefits		<u>\$ 547,062</u>
Program - Other Costs		
Transportation	<u>\$ 1,500</u>	
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Project Administration		
Subgrantee Staff Cost	<u>\$ 46,497</u>	
Other Admin. Costs	<u>-</u>	
Total Project Admin.		<u>\$ 46,497</u>
TOTAL FEDERAL SHARE:		<u>\$ 611,029</u>

NON-FEDERAL SHARE

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Indirect Component		
Total Indirect Component		<u>\$ -</u>
Host Agency Supervision	<u>15,500</u>	
Space	<u>-</u>	
Other	<u>-</u>	
Total In-Kind Component		<u>\$ 15,500</u>
TOTAL NON-FEDERAL SHARE:		<u>\$ 79,272</u>

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

Name and Title of Auth. Official Jan Denney, Executive Director

Signature and Date

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



City of Springfield

ADOPTED

Meeting: 09/14/15 07:00 PM
Initiator: Melanie Acobe
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3191

3.18

Read / Write/ Now Grant - No Match Required \$223,901 (Mayor Sarno)

WHEREAS, the Library Department ("Department") has been awarded an "Adult and Community Learning Services Grant" of \$223,901 from the Massachusetts Department of Elementary and Secondary Education; and

WHEREAS, the grant is for adult and community learning services; and

WHEREAS, the Department intends to use the grant funds for its Read / Write / Now 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.

Read / Write / Now - \$223,901

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 8/18/2015

Department Requesting Grant Setup Library

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

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

Was this Grant previously setup for a prior fiscal year? Yes
If yes, please indicate your previous project number: 68715

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:

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

Grant Name: Adult and Community Learning Services

Total Grant Amount Awarded: \$223,901

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 8/7/2015

Board Approval Date

Start Date 9/1/2015

Expiration Date 8/31/2016

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#: 84.002

If applicable enter the State ID # :

What is the required drawdown frequency?

(Ex: Monthly, Quarterly)

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

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

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

Org Code: 26876105

Object Codes: 501000; 506000; 530105; 551700; 571100; 551300; 524020; 531040;
531200; 517010; 517020

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

____8/18/2015_____
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.



Massachusetts Department of Elementary and Secondary Education

75 Pleasant Street, Malden, Massachusetts 02148-4906

Telephone: (781) 338-3000
TTY: N.E.T. Relay 1-800-439-2370

Adult and Community Learning Services

August 7, 2015

Ms. Janet Kelly
Springfield City Library
220 State Street
Springfield, MA 01103

Dear Ms. Kelly,

Enclosed please find a copy of the approved budget for your FY 2016 grant application that was recently funded through Adult and Community Learning Services at the Massachusetts Department of Elementary and Secondary Education for Springfield City Library. Please note the grant project number 340-010-6-2691-Q which is included on all correspondence regarding this award. Also, note any budget changes that might have been made by the Department.

Fiscal notifications regarding this grant will be sent to the "Application Agency Contact Person" you have listed on the "Project Expenditures – Detail Information" page of your application. If other members of your staff require notification, it is the responsibility of this contact person to forward award notices and amendment information as needed.

If you have any questions of a financial nature about your grant at any time during the funding cycle, please call your Program Specialist.

Sincerely,

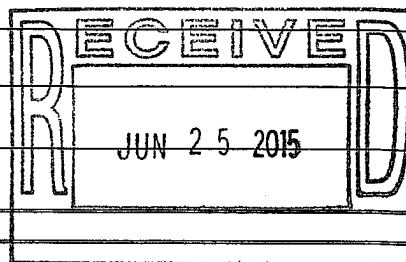
Lorraine Domigan (RS)
Lorraine Domigan
Office Manager

c: File
Patricia Hembrough

Attachment: ReadWriteNow Grant (3191 : Read / Write/ Now Grant - No Match Required \$223,901)

PART I - GENERAL

A. APPLICANT: Springfield City Library		District Code:	2	6	9	1
ADDRESS: 220 State Street, Springfield, MA 01103						
TELEPHONE: (413) 263-6839						



B. APPLICATION FOR PROGRAM FUNDING

FUND CODE	PROGRAM NAME	PROJECT DURATION		AMOUNT REQUESTED
FY16	STATE/FEDERAL - CONTINUATION GRANT administered by ADULT AND COMMUNITY LEARNING SERVICES	FROM	TO	
345	Community Adult Learning Center (State)	7/1/2015	6/30/2016	
340	Community Adult Learning Center (Federal)	9/1/2015	8/31/2016	\$223,901

C. I CERTIFY THAT THE INFORMATION CONTAINED IN THIS APPLICATION IS CORRECT AND COMPLETE; THAT THE APPLICANT AGENCY HAS AUTHORIZED ME, AS ITS REPRESENTATIVE, TO FILE THIS APPLICATION; AND THAT I UNDERSTAND THAT FOR ANY FUNDS RECEIVED THROUGH THIS APPLICATION THE AGENCY AGREES TO COMPLY WITH ALL APPLICABLE STATE AND FEDERAL GRANT REQUIREMENTS COVERING BOTH THE PROGRAMMATIC AND FISCAL ADMINISTRATION OF GRANT FUNDS.

AUTHORIZED SIGNATORY: <i>Molly Fogarty</i>	TITLE: Library Director
TYPED NAME: Molly Fogarty	DATE: 6/19/15

DATES DUE:

Fund Code: 345 - Friday, June 19, 2015

Fund Code: 340 - Friday, July 31, 2015

Proposals must be received at the Department no later than 3:00 p.m. on the date due.

Mail the proposals listed on this signature page to:

Lorraine Domigan
Office Manager
Adult and Community Learning Services
Massachusetts Department of Elementary and Secondary Education
75 Pleasant Street 3rd Floor
Malden, MA 02148-4906

Number of sets: Submit two (2) sets each with an original signature of the Superintendent / Executive Director / President.

DO NOT WRITE BELOW THIS LINE

MASSACHUSETTS DEPARTMENT OF ELEMENTARY AND SECONDARY EDUCATION USE ONLY	
GRANTS MANAGEMENT	
For the Department Authorized Signatory:	Date:

FY 2016

PART II-B PROJECT EXPENDITURES - DETAIL INFORMATION

A. FUND CODE:					340	
B. APPLICANT AGENCY					District four-digit code: 2691	
Applicant Agency: Springfield City Library			Address: 220 State Street, Springfield, MA			
Contact Person: Janet Kelly			Zip Code: 01103			
Telephone: (413) 263-6839			E-mail address: jkelly@springfieldlibrary.org			
PLEASE PROVIDE THE INFORMATION REQUESTED ABOVE AND SUBMIT BOTH PAGES OF THE BUDGET DETAIL EVEN THOUGH THERE MAY BE NO LINE ITEM ENTRIES ON THE FIRST PAGE.						
C. ASSIGNMENT THROUGH SCHEDULE A ☐						
Check this box ONLY if this project will be using funds assigned by more than one agency. A completed Schedule A, with signatures and the amount of funds assigned by each participating agency, must be attached to this Budget Narrative.						
D. STAFFING CATEGORIES			E. # of Staff	F. FTE	G. MTRS*	H. AMOUNT
I. TOTAL						
1. ADMINISTRATORS:						
SUPERVISOR/DIRECTOR			1	1	no	57,408
PROJECT COORDINATOR						
STIPENDS						
SUB-TOTAL						57,408
2. INSTRUCTIONAL / PROFESSIONAL STAFF:						
ABE Instructor #1 - 1820 hours			1	0.93	no	41,059
ABE Instructors #2 & #3 - 760 hours each			2	0.78	no	40,508
ABE Instructors #4 & #5 & #6- 500 & 480 & 200 hours			3	0.6	no	31,447
Program Assistant - 780 hours			1	0.4	no	17,597
SUB-TOTAL						130,611
3. SUPPORT STAFF:						
AIDES/PARAPROFESSIONALS						
SECRETARY/BOOKKEEPER						
OTHER						
SUB-TOTAL						0
* Check the MTRS box if the identified employee(s) is/are a member of the MA Teachers' Retirement System. This requirement applies only to federally-funded grant programs.						
4. FRINGE BENEFITS:					AMOUNT	LINE-ITEM SUB-TOTAL
4-a MA TEACHERS' RETIREMENT SYSTEM (Federally-funded grants only)					0	
4-b OTHER FRINGE BENEFITS (Other retirement systems, health insurance, FICA)					9,625	
SUB-TOTAL						9,625

Attachment: ReadWriteNow Grant (3191 : Read / Write/ Now Grant - No Match Required \$223,901)

APPLICANT AGENCY: Springfield City Library			FUND CODE:	340
5. CONTRACTUAL SERVICES:			AMOUNT	LINE ITEM SUB-TOTAL
Indicate the services to be provided and the rate to be paid per hour or per day.				
	RATE	Hour/Day		
CONSULTANTS	\$			
SPECIALISTS security	\$	15	468	7,020
INSTRUCTORS	\$			
SPEAKERS	\$	50	6	300
OTHER	\$	15	75	1,125
SUBSTITUTES	\$	22	55	1,210
SUB-TOTAL				9,655
6. SUPPLIES AND MATERIALS:				
Items costing less than \$5,000 per unit or having a useful life of less than one year.				
TEXTBOOKS AND INSTRUCTIONAL MATERIALS \$80 x 72 slots			5,760	
INSTRUCTIONAL TECHNOLOGY INCLUDING SOFTWARE			3,808	
NON-INSTRUCTIONAL SUPPLIES			500	
SUB-TOTAL				10,068
7. TRAVEL: Mileage, conference registration, hotel, and meals				
SUPERVISORY STAFF			300	
INSTRUCTIONAL STAFF			500	
OTHER				
SUB-TOTAL				800
8. OTHER COSTS: Please indicate the amount requested in each category.				
Advertising	\$			
Maintenance/Repairs	\$		1,400	
Memberships/Subscriptions	\$		200	
Printing/Reproduction	\$		500	
Transportation of Students	\$		3,634	
Telephone/Utilities	\$			
Rental of Space	\$			
Rental of Equipment	\$			
SUB-TOTAL				5,734
9. INDIRECT COSTS	Approved Rate:			0
10. EQUIPMENT: Attach a list with a statement of need and cost of each item. Items costing \$5,000 or more per unit and having a useful life of more than one year.				
INSTRUCTIONAL EQUIPMENT				
NON-INSTRUCTIONAL EQUIPMENT				
SUB-TOTAL				0
TOTAL FUNDS REQUESTED				223,901

Revised 2/2004

Attachment: ReadWriteNow Grant (3191 : Read / Write/ Now Grant - No Match Required \$223,901)

	Total Hrs	Rate	Sub-Total	TOTAL
1. ADMINISTRATION				
Supervisor/Director	2080	\$27.60	\$57,408	\$57,408
The Director is responsible for providing educational leadership, administrative, fiscal and personnel oversight and for communicating all ESE requirements to staff. Additionally, the Director writes, submits and maintains accurate and timely reports to ESE. The Director also attends Advisory Council meetings, community planning meetings and coordinates Program and Staff Development activities. Director is also the primary Education and Career Advisor for students.				
Refer to Staffing Chart and Project Staff Salary Report in SMARTT for additional information				
Sub-Total				\$57,408
Two full-time and two part-time ABE teachers teach 3 day and 3 evening classes.				
2. INSTRUCTIONAL/PROFESSIONAL STAFF				
ABE teacher #1 -teaches day and evening 4 - 6 level students	1820	\$22.56	\$41,059	41,059
Teaches 16.5 hours per week, 37 weeks per year, 3 weeks pre- and post-planning, pro-rated vacation, sick time				
responsible for tracking and following up on student goals, shares in doing intakes, responsible for ADA coordination; shares tech coordination; teaches STAR in day class				
ABE teacher #2 - teaches 10.5 hours per week, 37 weeks per year, day 6-8 level students, also a STAR class. Shares tech coordination. Position is 19 hours per week, 40 weeks per year including 3 pre- and post-weeks	760	\$26.65	\$20,254	20,254
ABE teacher #3 - 19 hrs/wk teaches day class, 0 - 3 level students, 10.5 hrs/wk, 37 wks/yr, 3 weeks pre- and post-planning,	760	\$26.65	\$20,254	20,254
ABE teacher #4 -12 hrs/wk teaches evening class, 0 -3 level students, 6 hours per week, 37 wks/yr, 3 weeks pre- and post-planning; also facilitates student leadership group for 20 hrs	500	\$26.65	\$13,325	13,325
ABE teacher #5 - teaches evening class, 6 - 9 level students, 6 hrs/wk, 35 wks/yr, 2 weeks pre-and post-planning, 1 week program/staff development; started in December 2014.	480	\$26.65	\$12,792	12,792
ABE teacher #6 - teaches computer-based Hi-SET preparation class, 5 hrs/wk, 31 wks/yr	200	\$26.65	\$5,330	5,330
Program assistant, 15 hrs/wk, 52 wks/yr. Assists other staff and students, helps with career/ed plans; also works 15 hrs/wk as library's volunteer coordinator	780	\$22.56	\$17,597	17,597
Sub-Total				130,611
	Total Hrs	Rate		

4. FRINGE BENEFITS	Benefit Rate	Total Salaries		3.18.b
Benefits - Retirement 9%, + 1.45% Medicare T #1	10.45	\$41,059		4,291
1.45% Medicare for T. #2, #3, #4 & #5 & #6 + 25% prog ass't = \$4,291	1.45	71,955/17,597	\$1,043	\$5,334
Sub-Total				9,625
5. CONTRACTUAL SERVICES	Total Hrs	Rate		
Custodial services for classrooms, program space				
Specialists - stipends for student council members(leadership)	75	\$15.00	\$1,125	
Security for evening classes	468	\$15.00	\$7,020	
Substitute teachers for 6 ABE classes	55	\$22.00	\$1,210	
Speakers	6	\$50.00	\$300	
Sub-Total				\$9,655
6. SUPPLIES AND MATERIALS	Slots	Rate		
Textbooks & instructional materials	72	\$80.00	\$5,760	
Instructional Technology including software& computer upgrades			\$3,808	
Non-instructional supplies			\$500	
Sub-Total				10,068
7. TRAVEL: Mileage, Conference registration, hotel & meals	Miles	Rate		
Supervisory staff	526	\$0.57	\$300	
Instructional staff & program assistant	877	\$0.57	\$500	
Other				
Sub-Total				\$800
8. OTHER COSTS:	Slots	Rate		
Advertising				
Maintenance/repairs			\$1,400	
Printing/reproduction - handbooks, student writings, ABE directory			\$500	
Memberships/subscriptions			\$200	
Student transportation - 3160 bus tokens @ \$1.15 ea			\$3,634	
Telephone/utilities/ISDN lines				
Space rental				
Rental of equipment				
Sub-Total				\$5,734
9. INDIRECT COST:	%	Total lines 1-8		\$0
10. EQUIPMENT				\$0
TOTAL REQUESTED FUNDS				\$223,901

Attachment: ReadWriteNow Grant (3191 : Read / Write/ Now Grant - No Match Required \$223,901)

**MASSACHUSETTS DEPARTMENT OF ELEMENTARY & SECONDARY EDUCATION
STANDARD APPLICATION FOR PROGRAM GRANTS**

SCHEDULE B

(Cost Sharing or Matching Schedule)

1.	Schedule B is to be included with and supplements the information provided on the Standard Application for Program Grants, and must be completed for any grant projects that contain a cost sharing or matching funds requirement.		
2.	Applicant: (Legal Name of Agency)	Springfield City Library - Read/Write/Now Adult Learning Center	
3.	Name of grant program/ Source of funds:	Community Adult Learning Center	
4.	Cost Sharing or Matching means the value of third-party contributions and that portion of a grant-supported project or program not supported by the federal or state government. (See CFR 34 s80-24 and the relevant program regulations for additional requirements and information.)		
5.	Complete the summary budget below:		

	LINE ITEM	COLUMN A* Amount of Project's Contribution	COLUMN B Applicant's Contribution	COLUMN C Total of Columns A & B
1.	Administrators	57,408		57408
2.	Instructional/Direct Service Staff	130,611		130611
3.	Non-Instructional/Support Staff	0		0
4.	Fringe Benefits	9,625	17,796	27421
5.	Contractual Services	9,655	5400	15055
6.	Supplies	10,068		10068
7.	Travel	800		800
8.	Other	5,734	50,100	55834
9.	Indirect Costs	0		0
10.	Equipment	0		0
11.	TOTAL	223901	73296	297197
* The amounts under this column must agree with the corresponding subtotals included under the line items of the Standard Application for Program Grants.				

Revised 3/2008

Attachment: ReadWriteNow Grant (3191 : Read / Write/ Now Grant - No Match Required \$223,901)

Match Narrative – FY '16
Springfield City Library – Read/Write/Now

4. Fringe Benefits - \$17,796, health insurance, retirement benefits, Medicare, for RWN Project Manager, paid by Springfield City Library

5. Contractual Services - \$5,400 for custodial services, paid by Springfield City Library

Information Technical Services - \$1,000 for 40 hours of computer consultation and system maintenance @ \$25.00 per hour, paid by Springfield City Library

8. Space – \$50,100 for use of 3,340 square feet for classrooms, offices, storage, meeting space and work area @ \$15.00 per square foot, provided by Springfield City Library

Attachment: ReadWriteNow Grant (3191 : Read / Write/ Now Grant - No Match Required \$223,901)

Admin Cost - Springfield Library/Springfield Library

Fiscal Year: 2016
Plan Status: Working

[Edit Admin Cost](#)

Line Items	Total Admin Amount	Admin Amount Rates & Non Rates Class Services	Admin Amount Supplemental and Foundation
1. Administrators	\$24,840.00	\$24,840.00	\$0.00
2. Instructional/Professional Staff	\$775.00	\$775.00	\$0.00
3. Support Staff	\$5,643.00	\$5,643.00	\$0.00
4. Fringe Benefits	\$9,625.00	\$9,625.00	\$0.00
5. Contractual Services	\$0.00	\$0.00	\$0.00
6. Supplies and Materials	\$1,262.00	\$1,262.00	\$0.00
7. Travel			
8. Other Costs	\$1,425.00	\$1,425.00	\$0.00
9. Indirect Costs	\$0.00	\$0.00	\$0.00
10. Equipment	\$1,200.00	\$1,200.00	\$0.00
11. Total Administrative Costs	\$44,770.00	\$44,770.00	\$0.00
	Total Requested Funds	Total Requested Rates & Non Rates Class Services	Total Requested Supplemental and Foundation
12. Total Requested Funds	\$223,901.00	\$206,338.00	\$17,563.00
13. % of Funds Used for Administrative Costs	20%	22%	0%
		Capped @ 25% (10% for LAW)	Uncapped

Signature Verification :

	The administrative costs reflect correct percentages.
Certification:	The administrative costs contained within this report is true and accurate and does not need to be updated or corrected.

Program Coordinator Signature:

Tanet Kelly Date: 6-19-15

[Show Instructions](#)

Attachment: ReadWriteNow Grant (3191 : Read / Write/ Now Grant - No Match Required \$223,901)

Name of Grant Program: Adult Basic Education Instructional
Grant Programs

Fund Codes:
340/345/359/285/563/287/669/541 CALC

**FY2016 ADULT BASIC EDUCATION INSTRUCTIONAL GRANTS
STATEMENT OF ASSURANCES FOR THE ABOVE LISTED FUND CODES**

Organization Name: Springfield City Library – Read/Write/Now Adult Learning Center

(The Organization Name must match the Applicant Name on Lines A on the Standard Contract Form and Application for Program Grants, Program Unit Signature - Part I of Required Forms.)

- 1) The grant recipient hereby assures the Massachusetts Department of Elementary and Secondary Education (The Department, or ESE) that the grant recipient will administer the program covered in the application in accordance with the provisions and conditions of all applicable federal and state statutes, regulations, program plans, and applications.

FISCAL AND DATA ASSURANCES:

The grant recipient assures ESE that:

- 2) Where a private non-profit organization is the grant recipient:
 - a) a governing board will be significantly independent of the director and will ensure proper and adequate review and approval of the program's expenditure of funds;
 - b) no Board member, staff member, or other person affiliated with the grant recipient organization will sign any checks or authorize any payments to her/himself without written authorization of another officer of the Board with authority to do so;
 - c) if the grant recipient allows paid staff to sign checks or to authorize certain payments without the co-signature of the Treasurer or other designated governing Board member, the grant recipient will provide ESE with a letter stipulating the terms and limits of such check writing or payment authorizing authority and will assure ESE that all disbursements will be made consistent with the terms and conditions contained in the letter; and
 - d) an annual audit will be conducted and provided to ESE.
- 3) Grant award funds will not be used to pay for expenses that have been paid for by any other state or federal award.
- 4) Separate and auditable records will be maintained for each project for which the grant recipient receives funds; time and attendance records will support payrolls; and, time distribution records will support salaries and wages of employees chargeable to more than one grant program.
- 5) The grant recipient will maintain and document an appropriate and auditable matching share of not less than 20% of the grant award. Commitments made in FY2013 to provide matching funds will be maintained in each subsequent year of this multi-year grant award period.
- 6) Where the grant recipient assigns grant funds to one or more subcontractors:
 - a) the grant recipient assumes responsibility for effective management of the entire grant, including any funds committed to subcontractors to purchase student services; and,
 - b) the grant recipient will monitor contractual services and ensure that all grant funds are fully expended as articulated in a signed Memorandum of Agreement and in a timely manner.
- 7) The grant recipient will notify ESE as soon as possible if funds may be unspent, including funds assigned to subcontractors, and will amend the grant down so that the funds can be reallocated as may be needed to other programs.
- 8) The grant recipient will report and return to the state any and all funds unexpended by the close of the grant period, whether or not it recovers unexpended contracted funds from subcontractors.

Name of Grant Program: Adult Basic Education Instructional
Grant Programs

Fund Codes:
340/345/359/285/563/287/669/541 CALC

- 9) Adults enrolled in the ABE Instructional Grant program shall not be charged tuition, non-refundable fees or any other charges, nor shall they be required to purchase books or any other materials that are needed for participation in the program.
- 10) If the grant recipient chooses to charge a deposit for instructional materials used to review at home, the deposit will be refundable, and the grant recipient will provide to both the student and the Department a written copy of the policies for accepting and refunding deposits, will maintain fully documented and auditable financial records, and will include in each annual report to the Department what percent of deposits were not refunded.
- 11) If the grant recipient operates a fee-based program that provides similar services (i.e., services or instruction in Adult Basic Education, English for Speakers of Other Languages, or Family Literacy services), it will ensure that:
 - a) enrollment will be non-discriminatory; specifically, students will not be directed to either the grant-funded or fee-based program on the basis of skill level or anticipated time to reach goals;
 - b) the resources charged to the ESE grant-funded program, both personnel and non-personnel, will support only the students enrolled in the grant program, and that any services provided to fee-paying students will not be charged to the ESE grant; and,
 - c) fee income from an ABE, ESOL, or Family Literacy program shall not be used as match for the ESE grant-funded program.
- 12) Adults enrolled in the ABE Instructional Grant program will be asked in a neutral manner to provide their Social Security Number and to sign a release of information form for the purpose of facilitating access to appropriate additional and subsequent services, and to follow up on goals attained.
- 13) The grant recipient will ensure that data entry in the System for Managing Accountability and Results Through Technology for ABE (SMARTT ABE), will be brought up to date not less than monthly. The Department reserves the right to deduct funds from the grant award to programs that fail to meet this requirement. The grant recipient is advised that the Department will permanently close off enrollment and attendance data entry for each month by the last day of the second succeeding month, and data will not be allowed to be entered retroactively.
- 14) Fiscal reports and program data will be submitted by the deadlines established by ESE unless the grant recipient acquires a prior written waiver. Failure to submit/transmit timely and accurate reports will result in a suspension of further payments until ESE receives accurate and complete reports. ESE programmatic and fiscal data collection and reporting systems are official records and, as such, any submission of data/information that can reasonably be determined to be known by the grant recipient or that should have been known by the grant recipient to be false is grounds for immediate termination of the grant and the return of all grant funds related to the falsified data/information.

PROGRAMMATIC ASSURANCES:

The grant recipient assures ESE that:

- 15) When staff turnover occurs, the minimum required qualifications presented in the originally approved grant will be retained for replacement staff. The grant recipient is advised that the staff qualifications included in the grant proposal were considered in scoring the original proposal and thus influenced the decision to fund the proposal, and that any subsequent changes to staff minimum requirements during the multi-year grant period require prior Departmental approval.
- 16) The grant recipient is advised that programmatic elements included in the grant proposal and approved grant award, including funded services and location of services, were considered in scoring the original proposal and thus influenced the decision to fund the proposal, and that any subsequent changes during the multi-year grant period to services or their location require prior Departmental approval.

Name of Grant Program: Adult Basic Education Instructional Grant Programs	Fund Codes: 340/345/359/285/563/287/669/541 CALC
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- 17) Student access to computers and technologies described in the proposal will be maintained throughout the multi-year grant period.
- 18) The grant recipient for ABE instruction is prepared to implement a program-wide curriculum aligned with the level-specific standards of the College and Career Readiness Standards for Adult Education.
- 19) The grant recipient for ESOL instruction is prepared to implement a program-wide curriculum that is aligned with the MA ABE Curriculum Framework for ESOL and also incorporates the College and Career Readiness Standards for Adult Education.
- 20) The grant recipient will ensure that all assessment administrators will acquire and maintain the skills necessary to administer and score the required assessments, and that the ABE Instructional Grant program complies with ESE/ACLS assessment policies.
- 21) Where the grant recipient collaborates with other providers in order to provide the required sequence of services, the grant recipient assures ESE that:
 - a) students at all sites have access to advising, technology, and all required services;
 - b) curriculum among collaborating agencies is coordinated with common benchmarks to provide a seamless transition from one level to the next; and,
 - c) services at all sites meet all required standards as outlined in the multi-year Request for Proposals and in the current *Massachusetts Policies for Effective Adult Basic Education*; and,
 - d) the collaboration is documented in a signed Memorandum of Agreement clearly delineating each partner's roles and responsibilities.
- 22) The grant recipient understands that the federal Americans with Disabilities Act, 42 U.S.C. 12101 et seq., places affirmative duties on public and private entities to ensure that individuals with disabilities can access and have equal opportunities to participate in all public services provided by ABE programs. The grant recipient also understands that failure to comply with applicable provisions of the ADA may result in the loss of state and federal ABE funding, and that the Department may inform the federal Office for Civil Rights (OCR) and the Massachusetts Commission Against Discrimination (MCAD) about issues of non-compliance. The grant recipient assures the Department that it understands its obligations under the ADA, and that its ABE program(s) is either ADA compliant or that it has submitted a Transition Plan for barrier removal that will bring the program(s) into compliance.

PROFESSIONAL DEVELOPMENT ASSURANCES:

The grant recipient assures ESE that:

- 23) The grant recipient will ensure that:
 - a) each staff person has an individual professional development plan and participates in at least 12 paid hours of professional development annually;
 - b) the total professional development hours generated by the ABE Rates System will be utilized to compensate staff for time spent participating in professional development (i.e., the ABE Rates System provides funds equal to 2.5% of each staff person's total paid hours to support staff participation in professional development on paid time); and,
 - c) any professional development hours (provided in the grant) above the minimum of 12 hours per individual will be used solely to support professional development, and will be distributed among program staff based on the need to improve student outcomes and support program improvement goals.
- 24) The grant recipient will ensure that all staff participates in state-required trainings as identified in the current *Massachusetts Policies for Effective Adult Basic Education*.

Name of Grant Program: Adult Basic Education Instructional Grant Programs

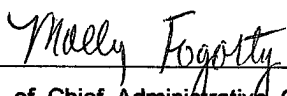
Fund Codes:
340/345/359/285/563/287/669/541 CALC

- 25) The grant recipient has adopted and will use effective procedures for acquiring and disseminating to teachers and administrators significant information from the professional development system pertaining to all opportunities for professional development, educational research, demonstrations and similar projects, and for adopting, where appropriate, promising education practices developed through such projects.
- 26) The grant recipient agrees that the Director and staff of the agency will meet all requirements with regard to conference and meeting attendance.

OTHER ASSURANCES:

- 27) The grant recipient is advised that the ESE retains an unrestricted and irrevocable right to publish and distribute any materials developed under this grant.
- 28) The grant recipient commits to identifying the ESE in any official correspondence as the entity supporting the delivery of services at the program.
- 29) The grant recipient will notify the ESE should it find any new performance criteria and/or standards implemented after the inception of the grant performance period to be unacceptable or contradictory to its organizational goals. In such a case, the grant recipient, upon written notification to the ESE, may choose to terminate its commitment to provide the services outlined in its application or in its application as amended by the ESE and to relinquish the remainder of its award. In such a case, any unexpended funds, inappropriately expended funds, and/or funds still on hand will be returned to the ESE within ninety (90) days of the termination of these services.
- 30) The grant recipient is advised that failure to fulfill the assurances above at any point during the grant cycle may be cause for withholding of payments and/or termination of the grant. The grant recipient will ensure that the administrative costs do not exceed the 25% cap. compliance.
- 31) The grant recipient commits to planning for and adhering to future ACLS policies as will be mandated by the Workforce Innovation and Opportunity Act (WIOA) in FY 16-FY18.
- 32) To the best of our knowledge and belief, the application made herein is in accordance with the terms of the Massachusetts State Plan of Title II: The Workforce Investment Act of P.L. 105-220. We agree to comply with all of the preceding assurances and statements and Commonwealth Terms and Conditions. We further agree that funds will be used as stipulated in the application and that supporting documents for expenditures will be made available for audit.

We hereby certify all of the above:

Molly Fogarty		6/19/15
Typed Name	Signature of Chief Administrative Officer (Superintendent of Schools, President, Executive Director, or Sheriff)	Date
Vera O'Connor		6/19/15
Typed Name	Signature of Chairperson of School Committee, Board, or Other Governing Body	Date

PART III

- A. Not applicable to Read/Write/Now as we do not have ESOL classes.
- B. Administer pre- and post-assessments to ASE level students using both the MAPT for Math and the MAPT for Reading: We currently assess all of our students in math using the placement assessment from “Breakthrough to Math” series, published by New Readers Press. Progress in math is measured by students’ class work and demonstrated understanding of math concepts and problems as well as post-tests in “Breakthrough” workbooks. Due to the necessity for test takers to have a fairly high literacy level to take it successfully, we have not used the MAPT for Math very often unless students request it or if we’re trying to assess Pre-ASE students’ readiness for HiSET math.

1. In FY’16, we can meet the goal of raising the level and role of math in our 0 – 9 program by using the MAPT for Math with our learners who have a high enough reading level, especially those with Hi-SET completion and/or college as a goal. In addition, the new Distance Learning class will be made up of students able to work at an ASE level. They will need to start at least at a ninth grade level and we will need to pre- and post-test their math as well as reading.

C. Integrate Digital Literacy:

1. Currently Read/Write/Now has been holding classes in a temporary location which does not have room for a full computer lab. Each classroom has four computers that are used by students and the program has several laptops also used at times by students. Our students are encouraged to participate in the Springfield Library’s Hi Tech at the Library workshops which are offered all over the city in library branches. The series offers Computer Basics, Continuing with Computers, Intro to Word, Job Search Basics, Intro to the Web, Computer Clinic: Focus on Email, and 3D Printer Exploration, among other topics.

2. In September of 2015 Read/Write/Now will have moved back to the renovated Pine Point Library building where we will be able to set up our 15 computers in the computer lab. Each day class will have three times per week when they will be scheduled to use the computer lab and each night class will have two times per week in the lab. All three classrooms also have a laptop computer with Internet access that will be used in instruction. The library’s Hi-Tech workshops will be offered at the Pine Point Branch periodically, which will likely increase our students’ participation. If funded, a grant project called Springfield City Library’s

Pathways to Success: Digital and Media Literacy Skills, which was crafted in collaboration with Read/Write/Now, will focus on serving adult learners in Springfield including those on waiting lists for RWN and other adult learning centers in the city. The library subscribes to a number of databases which are useful to our students, including one which supports students who are working on passing the driver's permit test. One database called Brainfuse has live tutors to help people with writing and other skills and Learning Express contains many practice tests for healthcare and other career-related exams. The Pathways project includes instruction and practice in using the library's databases which will benefit adult learners themselves and will also become a resource they can share with their children. Read/Write/Now is considering purchasing Career Ready 101 for our students. We are researching the accessibility of the program for our 0 - 9 level students and will be talking to program staff who have used the program at other sites.

D. 1. Representatives from Read/Write/Now, Springfield Technical Community College's Adult Basic Education program, Hampden County Correctional Institution's ABE program and their After Incarceration Services, and Training Resources of America meet on a regular basis as the Springfield Adult Basic Education Partnership. Other non-DESE funded ABE providers join the meetings from time to time. Ana Sanchez, STCC's College and Career Navigator, is another participant who also keeps everyone informed via her list serve regarding employment openings, training possibilities and other opportunities for adult learners. The meetings are used to share information on services and to share resources to provide the most comprehensive services possible for adult learners in Springfield. In order to strengthen this partnership, we will reach out to Future Works and Career Point career centers, the Safe Schools Youth Initiative, Hampden County's Regional Employment Board, UMASS Springfield, as well as the other 15 or so providers of adult basic education in Springfield.

2. At this point we plan to use a portion of our community planning funds to publish and distribute the updated 2016 Springfield Adult Basic Education Directory. The directory is also available on the Springfield Library's website. The majority of the funds will either be pooled with other programs' community planning funds to hire a meeting facilitator to shepherd the process of strengthening the collaboration among workforce partners or it will be used to pay for some of the hours that Read/Write/Now's director spends on this work, or some combination of the two. Until the partners meet again later this month, it's not clear whether we will pool our funds or not.

Submitted by Janet Kelly, Read/Write/Now Adult Learning Center



City of Springfield

ADOPTED

Meeting: 09/14/15 07:00 PM
Initiator: Melanie Acobe
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3177

3.19

FY16 Elders Council on Aging Grant - No Match Required \$214,956 (Mayor Sarno)

WHEREAS, the Elder Affairs Department ("Department") has been awarded a Council on Aging Grant of \$214,956.00 from the Executive Office of Elder Affairs from the period of July 1, 2015 to June 30, 2106; and

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

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

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

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

FY16 COA Grant - No Match Required \$214,956

RESULT: PASSED BY VOICE VOTE

F131 + 7



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	08/25/15
Department Requesting Grant Setup	DEA (541)
Department Phone # (Please include extension)	886-5261
Name and Title of Person to Contact in Case of Questions	Maureen Morrissey

Was this Grant previously setup for a prior fiscal year?
If yes, please indicate your previous project number: YES - 82415

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

Grant Type:

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

XX State – City
Private/Other

Grant Name: COUNCIL ON AGING FY16

Total Grant Amount Awarded: \$214,956.00

Is this a Reimbursable Grant? YES (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	MA Executive Office of Elder Affairs
Contact Person	Emmett H. Schmarsow, Program Manager
Street Address	1 Ashburton Place
City, State, Zip Code	Boston, MA 02018
Telephone	617 227 7471
Fax	
E-Mail	emmettt.schmarsow@state.ma.us

Actual Award Date	07/09/2015
Board Approval Date	
Start Date	07/01/2015
Expiration Date	06/30/2016
Renewal Action Date (optional)	Yes
If there are any Matching Funds:	
Type	
Percent	
Amount	

Comments re: Description/Purpose of Grant
 Council on Aging Sate Formula Grant
 Comments re: Conditions/Restrictions of Grant
 Per attached contract and budget

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

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

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

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

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

Org Code: 2824540

Budget Roll-Up Codes: ALL

- Please see attached budget.

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.

[illegible]

[illegible]

Morrissey, Maureen

From: Denney, Janet
Sent: Thursday, July 09, 2015 2:38 PM
To: Morrissey, Maureen
Cc: Acobe, Melanie A.
Subject: FW: COA Formula Grant, SFY 2016 -- Inquiry

FYI
Jan

From: Schmarsow, Emmett (EHS) [<mailto:emmett.schmarsow@state.ma.us>]
Sent: Thursday, July 09, 2015 2:36 PM
To: Denney, Janet
Cc: Schmarsow, Emmett (EHS)
Subject: COA Formula Grant, SFY 2016 -- Inquiry

Dear Ms. Denney (Jan),

Please know that the Executive Office of Elder Affairs will issue a notice regarding all Council on Aging Formula Grant awards for SFY2016 as soon as is practicable. The formal acknowledgement of the Formula Grant cannot occur until after the Governor signs the SFY2016 state budget (which should happen in mid-month); your SFY2016 Formula Grant will be \$214,956, assuming no changes to the present COA line item.

I anticipate the formal on-line posting of Formula Grant amounts (and contracts) in mid-late August.

If I/we can be of further assistance in this matter, please do not hesitate to contact this office. Enjoy your summer!

Regards,
Emmett

Emmett H. Schmarsow
Program Manager for Councils on Aging
and Senior Centers
MA Executive Office of Elder Affairs
1 Ashburton Pl., 5th Flr.
Boston, MA 02108

Emmett.schmarsow@state.ma.us
(617) 222-7471
1-800-698-9723 (toll-free)



City of Springfield

ADOPTED

Meeting: 09/14/15 07:00 PM
Initiator: Christopher Fraser
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3159

3.20

Dispatch Training Grant - No Match - \$129,148 (Mayor Sarno)

WHEREAS, the Dispatch Department ("Department") has been awarded an "FY2016 State 911 Department Training Grant" of \$129,148.00 from the Executive Office of Public Safety and Security; and

WHEREAS, the purpose of this grant is to reimburse for training-related costs associated with the 9-1-1 system. This is a non-supplanting grant; and

WHEREAS, the Department intends to use the grant funds for training and membership fees along with software and lodging expenses related to training; 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:

FY2016 State 911 Department Training Grant - \$129,148.00

RESULT: PASSED BY VOICE VOTE



The Commonwealth of Massachusetts
 EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY
STATE 911 DEPARTMENT
 1380 Bay Street, Building C ~ Taunton, MA 02780-1088
 Tel: 508-828-2911 ~ TTY: 508-828-4572 ~ Fax: 508-828-2585
www.mass.gov/e911



DEVAL L. PATRICK
 Governor

ANDREA J. CABRAL
 Secretary of Public Safety
 and Security

FRANK POZNIAK
 Executive Director

July 27, 2015

Melissa Nazzaro
 Dispatch Director
 Springfield Police Department
 36 Court Street
 Springfield, MA 01103

Dear Ms. Nazzaro,

The Commonwealth of Massachusetts, State 911 Department would like to thank you for participating in the **FY 2016 State 911 Department Training Grant and EMD / Regulatory Compliance Grant** program.

For your files, attached please find a copy of the executed contract. Please note your contract start date is **July 27, 2015** and will run through June 30, 2016. Please keep in mind that there shall be no reimbursement for costs incurred prior to the effective date of the contract and all goods and services **MUST** be received on or before June 30, 2016.

Reimbursement requests should be submitted to the Department within **thirty (30) days** of the date on which the cost is incurred. We have made the request for payment forms available on our website www.mass.gov/e911. For any questions related to this process, please contact Michelle Hallahan at 508-821-7216. Please note that funding of reimbursement requests received more than six (6) months after the close of the fiscal year under which costs were incurred cannot be guaranteed.

If, in the future, you would like to make any changes to the authorized signatory, the contract manager, and/or the budget worksheet, please e-mail those proposed changes to 911DeptGrants@state.ma.us. Grantees are strongly encouraged to submit final, year-end budget modification requests on or before April 30, 2016.

Sincerely,

Frank P. Pozniak
 Executive Director

cc: FY 2016 Training Grant and EMD / Regulatory Compliance Grant File

Attachment: FY16 State 911 Training Grant (3159 : Dispatch Training Grant - No Match - \$129,148)

C#20160048

3.20.a



COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

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

CONTRACTOR LEGAL NAME: City of Springfield (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: State 911 Department MMARS Department Code: EPS	
Legal Address: (W-9, W-4,T&C): 36 Court St Springfield MA 01103		Business Mailing Address: 1380 Bay Street, Building C, Taunton, MA 02780	
Contract Manager: Melissa Nazzaro		Billing Address (if different):	
E-Mail: mnazzaro@springfieldpolice.net		Contract Manager: Cindy Reynolds	
Phone: 413-750-2383	Fax: 413-787-6304	E-Mail: 911DeptGrants@state.ma.us	
Contractor Vendor Code: VC6000192140		Phone: 508-821-7299	Fax: 508-828-2585
Vendor Code Address ID (e.g. "AD001"): AD201 (Note: The Address Id Must be set up for EFT payments.)		MMARS Doc ID(s): CT EPS GRNT	
		RFR/Procurement or Other ID Number: FY16 Training/EMD/Regulatory Compliance Grant	
☒ NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ☐ Statewide Contract (OSD or an OSD-designated Department) ☐ Collective Purchase (Attach OSD approval, scope, budget) ☒ Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) ☐ Emergency Contract (Attach justification for emergency, scope, budget) ☐ Contract Employee (Attach Employment Status Form, scope, budget) ☐ Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)		☐ CONTRACT AMENDMENT Enter Current Contract End Date Prior to Amendment: _____, 20____. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) ☐ Amendment to Scope or Budget (Attach updated scope and budget) ☐ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ☐ Contract Employee (Attach any updates to scope or budget) ☐ Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract.			
☒ Commonwealth Terms and Conditions ☐ Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. ☐ Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) ☒ Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$ 129,148.00.			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ☐ PPD; Payment issued within 15 days ☐ PPD; Payment issued within 20 days ☐ PPD; Payment issued within 30 days ☐ PPD. If PPD percentages are left blank, identify reason: ☒ agree to standard 45 day cycle ☐ statutory/legal or Ready Payments (G.L. c. 29, § 23A); ☐ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Contract is for the reimbursement of funds under the State 911 Department FY2016 Training and EMD/Regulatory Compliance Grant as authorized and awarded in compliance with grant guidelines and grantee's approved application.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ☒ 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. ☐ 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. ☐ 3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of June 30, 2016, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: 7/13/15 (Signature and Date Must Be Handwritten At Time of Signature) Print Name: Domenic J. Sarno Print Title: Mayor		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: 7/21/15 (Signature and Date Must Be Handwritten At Time of Signature) Print Name: Frank Pozniak Print Title: Executive Director	

Attachment: FY16 State 911 Training Grant (3159 : Dispatch Training Grant - No Match - \$129,148)



REQUEST FOR GRANT SETUP

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All fields are mandatory.

Date of Request

8/25/15

Department Requesting Grant Setup

Dispatch

Department Phone # (Please include extension)

750-2383

Name and Title of Person to Contact in Case of Questions

Melissa Nazzaro

Was this Grant previously setup for a prior fiscal year?

If yes, please indicate your previous project number:

18944 & 18945

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

XXX

State – City

Private/Other

Grant Name: FY 15 State 911 Training and EMD Grant

Total Grant Amount Awarded: \$ 129,148

Is this a Reimbursable Grant?

(Y/N) Y

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

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

Entity Name	State 911 Department
Contact Person	Cynthia Reynolds
Street Address	1380 Bay St, bldg C
City, State, Zip Code	Taunton MA 02780
Telephone	508-821-7299
Fax	508-828-2585
E-Mail	911deptgrants@state.ma.us

Actual Award Date 7/27/15

Board Approval Date

Start Date 7/27/15

Expiration Date 6/30/16

Renewal Action Date (optional)

If there are any Matching Funds:

Type

Percent

Amount

Comments re: Description/Purpose of Grant

Costs associated with completing training of the Dispatchers, and other uses associated with maintaining a professional operation.

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) 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)

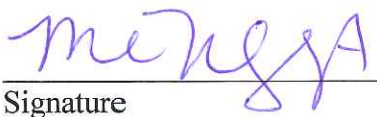
Please list all object codes needed for the grant.
(Attach additional sheets if additional orgs and roll-ups are needed):

Org Code: 28952500

Object Codes: 501000 = \$15,000
506000 = \$35,000
531020 = \$55,000
531040 = \$5,000
542300 = \$10,280
571100 = \$ 7,000
572100 = \$1,868

Budget Roll-Up Codes: ALL

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

8/25/15
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: 09/14/15 07:00 PM
Initiator: Melanie Acobe
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3166

3.21

FY16 Health Services for the Homeless Grant Increase - No Match Required \$118,608.00 (Mayor Sarno)

WHEREAS, the Department of Health and Human Services, Health Services for the Homeless (HSH) has been awarded two grant increases totaling \$118,608.00 for the "Health Center Cluster" grant from U.S. Department of Health & Human Services, Health Resources and Services Administration for the budget period November 01, 2014 through January 31, 2016; and

WHEREAS, the City of Springfield, Health & Humans Services Division, Health Services for the Homeless through advocacy, accessibility, and cultural sensitivity provides medical, mental health, dental and case management services to homeless population in the tri-county area of Berkshire, Hampshire and Hampden; and

WHEREAS, the Department intends to expand services at the adolescent clinic; and

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

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

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

**FY16 Health Services for the Homeless Grant Increase - No Match Required
\$118,608.00**

RESULT: PASSED BY VOICE VOTE



REQUEST FOR GRANT SETUP

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

All fields are mandatory.

Date of Request 26 August 2015

Department Requesting Grant Setup SHHS

Department Phone # (Please include extension) 787-6454

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

Was this Grant previously setup for a prior fiscal year?
If yes, please indicate your previous project number: 67715

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

XX Federal – City

State DOE– School

State Other – School

State – City

Private/Other

Grant Name: Health Services for the Homeless

Total Grant Amount Awarded: \$ 15,000.00

Is this a Reimbursable Grant?

(Y/N) Yes

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

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

Entity Name	HRSA
Contact Person	Sheryl Alexander
Street Address	5600 Fishers Lane
City, State, Zip Code	Rockville, MD 20852-1750
Telephone	(301) 443-5630
Fax	(301) 480-7225
E-Mail	salexander1@hrsa.gov

Actual Award Date	18August 2015
Board Approval Date	
Start Date	1 November 2014
Expiration Date	31 January 2016
Renewal Action Date (optional)	
If there are any Matching Funds:	
Type	
Percent	
Amount	

Comments re: Description/Purpose of Grant
To expand services at the adolescent clinic

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) Quarterly

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

H80CS00001-12-00

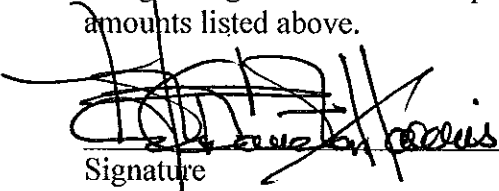
Please list all object codes needed for the grant.
(Attach additional sheets if additional orgs and roll-ups are needed):

Org Code: 26775202

Object Codes: 580900

Budget Roll-Up Codes: Yes

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


Signature

8/26/2015
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.

1. DATE ISSUED: 08/18/2015		2. PROGRAM CFDA: 93.224		 HRSA Health Resources and Services Administration NOTICE OF AWARD AUTHORIZATION (Legislation/Regulation) Public Health Service Act, Title III, Section 330 Public Health Service Act, Section 330, 42 U.S.C. 254b Affordable Care Act, Section 10503						
3. SUPERSEDES AWARD NOTICE dated: 08/10/2015 except that any additions or restrictions previously imposed remain in effect unless specifically rescinded.										
4a. AWARD NO.: 6 H80CS00001-14-08		4b. GRANT NO.: H80CS00001					5. FORMER GRANT NO.: H66CS00329			
6. PROJECT PERIOD: FROM: 11/01/2001 THROUGH: 01/31/2016										
7. BUDGET PERIOD: FROM: 11/01/2014 THROUGH: 01/31/2016										
8. TITLE OF PROJECT (OR PROGRAM): HEALTH CENTER CLUSTER										
9. GRANTEE NAME AND ADDRESS: CITY OF SPRINGFIELD, MASSACHUSETTS 95 STATE STREET SPRINGFIELD, MA 01103-2073 DUNS NUMBER: 198910523 BHCNIS # 010120				10. DIRECTOR: (PROGRAM DIRECTOR/PRINCIPAL INVESTIGATOR) HELEN R CAULTON-HARRIS CITY OF SPRINGFIELD, MASSACHUSETTS 95 State St Springfield, MA 01103-2073						
11. APPROVED BUDGET: (Excludes Direct Assistance) ☐ Grant Funds Only ☒ Total project costs including grant funds and all other financial participation				12. AWARD COMPUTATION FOR FINANCIAL ASSISTANCE:						
a. Salaries and Wages : \$944,754.00 b. Fringe Benefits : \$321,224.00 c. Total Personnel Costs : \$1,265,978.00 d. Consultant Costs : \$0.00 e. Equipment : \$47,900.00 f. Supplies : \$41,200.00 g. Travel : \$39,400.00 h. Construction/Alteration and Renovation : \$0.00 i. Other : \$518,729.00 j. Consortium/Contractual Costs : \$1,950,243.00 k. Trainee Related Expenses : \$0.00 l. Trainee Stipends : \$0.00 m. Trainee Tuition and Fees : \$0.00 n. Trainee Travel : \$0.00 o. TOTAL DIRECT COSTS : \$3,863,450.00 p. INDIRECT COSTS (Rate: % of S&W/TADC) : \$9,607.00 q. TOTAL APPROVED BUDGET : \$3,873,057.00 i. Less Non-Federal Share: \$1,813,626.00 ii. Federal Share: \$2,059,431.00				a. Authorized Financial Assistance This Period \$2,059,431.00 b. Less Unobligated Balance from Prior Budget Periods i. Additional Authority \$0.00 ii. Offset \$0.00 c. Unawarded Balance of Current Year's Funds \$0.00 d. Less Cumulative Prior Awards(s) This Budget Period \$2,044,431.00 e. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION \$15,000.00						
				13. RECOMMENDED FUTURE SUPPORT: (Subject to the availability of funds and satisfactory progress of project)						
				<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">YEAR</th> <th>TOTAL COSTS</th> </tr> </thead> <tbody> <tr> <td colspan="2" style="text-align: center;">Not applicable</td> </tr> </tbody> </table>			YEAR	TOTAL COSTS	Not applicable	
YEAR	TOTAL COSTS									
Not applicable										
				14. APPROVED DIRECT ASSISTANCE BUDGET: (In lieu of cash)						
				a. Amount of Direct Assistance \$0.00 b. Less Unawarded Balance of Current Year's Funds \$0.00 c. Less Cumulative Prior Awards(s) This Budget Period \$0.00 d. AMOUNT OF DIRECT ASSISTANCE THIS ACTION \$0.00						
15. PROGRAM INCOME SUBJECT TO 45 CFR 75.307 SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES: A=Addition B=Deduction C=Cost Sharing or Matching D=Other [D] Estimated Program Income: \$810,000.00										
16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY HRSA, IS ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING: a. The grant program legislation cited above. b. The grant program regulation cited above. c. This award notice including terms and conditions, if any, noted below under REMARKS. d. 45 CFR Part 75 as applicable. In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.										
REMARKS: (Other Terms and Conditions Attached [X] Yes [] No)										
Electronically signed by Sarah Hammond, Grants Management Officer on : 08/18/2015										
17. OBJ. CLASS: 41.51		18. CRS-EIN: 1046001415A2		19. FUTURE RECOMMENDED FUNDING: \$1,333,413.00						
FY-CAN	CFDA	DOCUMENT NO.	AMT. FIN. ASST.	AMT. DIR. ASST.	SUB PROGRAM CODE	SUB ACCOUNT CODE				
15 - 398879E	93.527	15H80CS00001	\$15,000.00	\$0.00	HCH	HealthCareCenters_15				

HRSA Electronic Handbooks (EHBs) Registration Requirements

The Project Director of the grant (listed on this NoA) and the Authorizing Official of the grantee organization are required to register (if not already registered) within HRSA's Electronic Handbooks (EHBs). Registration within HRSA EHBs is required only once for each user for each organization they represent. To complete the registration quickly and efficiently we recommend that you note the 10-digit grant number from box 4b of this NoA. After you have completed the initial registration steps (i.e., created an individual account and associated it with the correct grantee organization record), be sure to add this grant to your portfolio. This registration in HRSA EHBs is required for submission of noncompeting continuation applications. In addition, you can also use HRSA EHBs to perform other activities such as updating addresses, updating email addresses and submitting certain deliverables electronically. Visit <https://grants3.hrsa.gov/2010/WebEPSExternal/Interface/common/accesscontrol/login.aspx> to use the system. Additional help is available online and/or from the HRSA Call Center at 877-Go4-HRSA/877-464-4772.

Terms and Conditions

Failure to comply with the remarks, terms, conditions, or reporting requirements may result in a draw down restriction being placed on your Payment Management System account or denial of future funding.

Grant Specific Term(s)

1. Purpose - The purpose of the Fiscal Year (FY) 2015 Health Center Quality Improvement (QI) Fund one-time grant supplement is to: (1) recognize health centers that demonstrated improvements in access to care, quality of care and/or value of care through data provided in the Calendar Year 2014 Uniform Data System; and (2) provide support for those health centers to continue to strengthen clinical and operational quality improvement activities.

Use of Funds - This supplement must be used:

- Within 12 months of receipt of funds to support QI activities.
- Consistent with federal cost principles at 45 CFR 75.

In addition to costs typically unallowable under the H80 grant, this supplement may not be used:

- To supplant existing resources.
- To support bonuses or other staff incentives.
- For moveable equipment individually valued at \$5,000 or greater (except equipment related to Health Information Technology and certified Electronic Health Record systems).
- For construction costs (including minor alterations and renovation and fixed equipment).

Fund Activities - Health centers must use these funds for QI activities, which include but are not limited to:

- Developing and improving health center QI systems and infrastructure: training staff; developing policies and procedures; enhancing health information technology, certified electronic health record, and data systems; data analysis; implementing targeted QI activities (including hiring consultants).
- Developing and improving care delivery systems: supplies to support care coordination, case management, and medication management; developing contracts and formal agreements with other providers; laboratory reporting and tracking; training and workflow redesign to support team-based care; clinical integration of behavioral health, oral health, HIV care, and other services; patient engagement activities.

Reporting - Health centers will be required to provide information on the QI activities supported through this one-time supplement via their FY 2017 Service Area Competition (SAC) application or FY 2017 Budget Period Renewal (BPR) progress report. More information will be provided as part of the SAC/BPR instructions.

Funding Period - This award provides one time funding for use during the period of August 1, 2015, through July 31, 2016. If funds are not fully expended by the end of your current budget period, you must request carryover to use the remaining funds in your next budget period. In order to use this funding in the upcoming budget period, the appropriate amount must be shown as un-obligated (UOB) on line 10.h of the Annual Federal Financial Report (FFR), SF-425. In addition, a Prior Approval Request to carry over these funds must be submitted through EHB immediately following the FFR submission. Please consult the Grants Management Specialist for questions regarding submission of the FFR and/or Prior Approval Requests to carry over UOB funds.

All prior terms and conditions remain in effect unless specifically removed.

Contacts

NoA Email Address(es):

Name	Role	Email
Christopher Caputo	Business Official	ccaputo@springfieldcityhall.com

Helen R Caulton-Harris

Program Director

hcaulton@springfieldcityhall.com

Note: NoA emailed to these address(es)

Program Contact:

For assistance on programmatic issues, please contact Sheryl Alexander at:

MailStop Code: 15-93

BPHC/NED

5600 Fishers Ln

Rockville, MD, 20852-1750

Email: salexander1@hrsa.gov

Phone: (301) 443-5630

Division of Grants Management Operations:

For assistance on grant administration issues, please contact Francesca Crawford at:

MailStop Code: MSC 10SWH03

OFAM/DGMO/HCB

5600 Fishers Lane, MSC 10SWH03

Rockville, MD, 20857-

Email: fcrawford@hrsa.gov

Phone: (301) 443-6363

Attachment: Health Services for the Homeless Grant Increase \$15,000 (3166 : FY16 Health Services for the Homeless Grant Increase - No Match



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

12 August 2015

Department Requesting Grant Setup

SHHS

Department Phone # (Please include extension)

787-6454

Name and Title of Person to Contact in Case of Questions

Helen Caulton-Harris

Was this Grant previously setup for a prior fiscal year?

If yes, please indicate your previous project number: 67715

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

XX

Federal – City

State DOE– School

State Other – School

State – City

Private/Other

Grant Name: Health Services for the Homeless

Total Grant Amount Awarded: \$ 103,608.00

Is this a Reimbursable Grant?

(Y/N) Yes

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

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

Entity Name	HRSA
Contact Person	Sheryl Alexander
Street Address	5600 Fishers Lane
City, State, Zip Code	Rockville, MD 20852-1750
Telephone	(301) 443-5630
Fax	(301) 480-7225
E-Mail	salexander1@hrsa.gov

Actual Award Date	31 July 2015
Board Approval Date	
Start Date	1 November 2014
Expiration Date	31 January 2016
Renewal Action Date (optional)	
If there are any Matching Funds:	
Type	
Percent	
Amount	

Comments re: Description/Purpose of Grant
To expand services at the adolescent clinic

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) Quarterly

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

H80CS00001-12-00

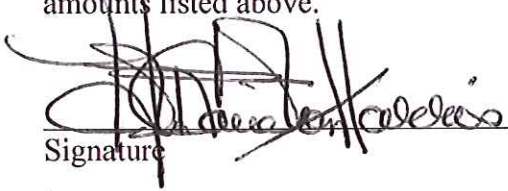
Please list all object codes needed for the grant.
(Attach additional sheets if additional orgs and roll-ups are needed):

Org Code: 26775202

Object Codes: 530105

Budget Roll-Up Codes: Yes

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


Signature

8/12/2015
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.

1. DATE ISSUED: 07/31/2015		2. PROGRAM CFDA: 93.224		 U.S. Department of Health and Human Services HRSA Health Resources and Services Administration NOTICE OF AWARD AUTHORIZATION (Legislation/Regulation) Public Health Service Act, Title III, Section 330 Public Health Service Act, Section 330, 42 U.S.C. 254b Affordable Care Act, Section 10503				
3. SUPERSEDES AWARD NOTICE dated: 05/22/2015 except that any additions or restrictions previously imposed remain in effect unless specifically rescinded.								
4a. AWARD NO.: 6 H80CS00001-14-06		4b. GRANT NO.: H80CS00001					5. FORMER GRANT NO.: H66CS00329	
6. PROJECT PERIOD: FROM: 11/01/2001 THROUGH: 01/31/2016								
7. BUDGET PERIOD: FROM: 11/01/2014 THROUGH: 01/31/2016								
8. TITLE OF PROJECT (OR PROGRAM): HEALTH CENTER CLUSTER								
9. GRANTEE NAME AND ADDRESS: CITY OF SPRINGFIELD, MASSACHUSETTS 95 STATE STREET SPRINGFIELD, MA 01103-2073 DUNS NUMBER: 198910523 BHCNIS # 010120				10. DIRECTOR: (PROGRAM DIRECTOR/PRINCIPAL INVESTIGATOR) HELEN R CAULTON-HARRIS CITY OF SPRINGFIELD, MASSACHUSETTS 95 State St Springfield, MA 01103-2073				
11. APPROVED BUDGET: (Excludes Direct Assistance) [] Grant Funds Only [X] Total project costs including grant funds and all other financial participation				12. AWARD COMPUTATION FOR FINANCIAL ASSISTANCE:				
				a. Authorized Financial Assistance This Period \$2,044,431.00 b. Less Unobligated Balance from Prior Budget Periods i. Additional Authority \$0.00 ii. Offset \$0.00 c. Unawarded Balance of Current Year's Funds \$0.00 d. Less Cumulative Prior Awards(s) This Budget Period \$1,940,823.00 e. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION \$103,608.00				
a. Salaries and Wages : \$944,754.00 b. Fringe Benefits : \$321,224.00 c. Total Personnel Costs : \$1,265,978.00 d. Consultant Costs : \$0.00 e. Equipment : \$47,900.00 f. Supplies : \$41,200.00 g. Travel : \$39,400.00 h. Construction/Alteration and Renovation : \$0.00 i. Other : \$503,729.00 j. Consortium/Contractual Costs : \$1,950,243.00 k. Trainee Related Expenses : \$0.00 l. Trainee Stipends : \$0.00 m. Trainee Tuition and Fees : \$0.00 n. Trainee Travel : \$0.00 o. TOTAL DIRECT COSTS : \$3,848,450.00 p. INDIRECT COSTS (Rate: % of S&W/TADC) : \$9,607.00 q. TOTAL APPROVED BUDGET : \$3,858,057.00 i. Less Non-Federal Share: \$1,813,626.00 ii. Federal Share: \$2,044,431.00				13. RECOMMENDED FUTURE SUPPORT: (Subject to the availability of funds and satisfactory progress of project)				
				<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">YEAR</th> <th style="width: 70%;">TOTAL COSTS</th> </tr> </thead> <tbody> <tr> <td colspan="2" style="text-align: center;">Not applicable</td> </tr> </tbody> </table>			YEAR	TOTAL COSTS
YEAR	TOTAL COSTS							
Not applicable								
15. PROGRAM INCOME SUBJECT TO 45 CFR 75.307 SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES: A=Addition B=Deduction C=Cost Sharing or Matching D=Other Estimated Program Income: \$810,000.00				14. APPROVED DIRECT ASSISTANCE BUDGET: (In lieu of cash)				
				a. Amount of Direct Assistance \$0.00 b. Less Unawarded Balance of Current Year's Funds \$0.00 c. Less Cumulative Prior Awards(s) This Budget Period \$0.00 d. AMOUNT OF DIRECT ASSISTANCE THIS ACTION \$0.00				
16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY HRSA, IS ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING: a. The grant program legislation cited above. b. The grant program regulation cited above. c. This award notice including terms and conditions, if any, noted below under REMARKS. d. 45 CFR Part 75 as applicable. In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.								
REMARKS: (Other Terms and Conditions Attached [X]Yes []No)								
Electronically signed by Angela Wade, Grants Management Officer on : 07/31/2015								
17. OBJ. CLASS: 41.51		18. CRS-EIN: 1046001415A2		19. FUTURE RECOMMENDED FUNDING: \$1,333,413.00				
FY-CAN	CFDA	DOCUMENT NO.	AMT. FIN. ASST.	AMT. DIR. ASST.	SUB PROGRAM CODE	SUB ACCOUNT CODE		
15 - 398879E	93.527	15H80CS00001	\$103,608.00	\$0.00	HCH	HealthCareCenters_15		

HRSA Electronic Handbooks (EHBs) Registration Requirements

The Project Director of the grant (listed on this NoA) and the Authorizing Official of the grantee organization are required to register (if not already registered) within HRSA's Electronic Handbooks (EHBs). Registration within HRSA EHBs is required only once for each user for each organization they represent. To complete the registration quickly and efficiently we recommend that you note the 10-digit grant number from box 4b of this NoA. After you have completed the initial registration steps (i.e., created an individual account and associated it with the correct grantee organization record), be sure to add this grant to your portfolio. This registration in HRSA EHBs is required for submission of noncompeting continuation applications. In addition, you can also use HRSA EHBs to perform other activities such as updating addresses, updating email addresses and submitting certain deliverables electronically. Visit <https://grants3.hrsa.gov/2010/WebEPSEExternal/Interface/common/accesscontrol/login.aspx> to use the system. Additional help is available online and/or from the HRSA Call Center at 877-Go4-HRSA/877-464-4772.

Terms and Conditions

Failure to comply with the remarks, terms, conditions, or reporting requirements may result in a draw down restriction being placed on your Payment Management System account or denial of future funding.

Grant Specific Term(s)

1. This funding action is provided to Health Center Program grantees with November 1 and December 1 budget period start dates whose budget/project periods were recently extended. This extension adjustment award ensures that prorated extension funding levels fully incorporate prior supplemental awards. This adjustment award provides the balance of supplemental funding for the extension period to include appropriate levels of all previous Health Center Program supplemental grant activity.

All prior terms and conditions remain in effect unless specifically removed.

Contacts

NoA Email Address(es):

Name	Role	Email
Christopher Caputo	Business Official	ccaputo@springfieldcityhall.com
Helen R Caulton-Harris	Program Director	hcaulton@springfieldcityhall.com

Note: NoA emailed to these address(es)

Program Contact:

For assistance on programmatic issues, please contact Sheryl Alexander at:
 MailStop Code: 15-93
 BPHC/NED
 5600 Fishers Ln
 Rockville, MD, 20852-1750
 Email: salexander1@hrsa.gov
 Phone: (301) 443-5630

Division of Grants Management Operations:

For assistance on grant administration issues, please contact Francesca Crawford at:
 MailStop Code: MSC 10SWH03
 OFAM/DGMO/HCB
 5600 Fishers Lane, MSC 10SWH03
 Rockville, MD, 20857-0001
 Email: fcrawford@hrsa.gov
 Phone: (301) 443-6363



City of Springfield

ADOPTED

Meeting: 09/14/15 07:00 PM
Initiator: Melanie Acobe
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3179

3.22

FY16 MassCALL II Grant- \$100,000.00 (Mayor Sarno)

WHEREAS, the Department of Health and Human Services (“Department”) has been awarded an a grant (contract) of \$100,000.00 from the Mass Department of Public Health, Bureau of Substance Abuse Services; and

WHEREAS, the opioid related overdoses was selected among substance abuse issues of greatest concern in the Commonwealth, and MassCALL II is an initiative to reduce opioid overdoses; and

WHEREAS, the Department intends to use the funds to provide MassCALL II prevention services during the period July 1, 2015 through June 30, 2016; and

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

FY16 MassCALL II Grant- \$100,000.00

RESULT: PASSED BY VOICE VOTE



REQUEST FOR GRANT SETUP

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

All fields are mandatory.

Date of Request 8/17/15

Department Requesting Grant Setup SHHS

Department Phone # (Please include extension) 6710

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

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

If yes, please indicate your previous project number: 18615

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

Grant Type:

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

xx State – City
Private/Other

Grant Name: MOAPC/MASSCALL

Total Grant Amount Awarded: \$ 100,000.00

Attachment: MASSCALL (3179 : FY 16 MassCALL II Grant- \$100,000.00)

Is this a Reimbursable Grant? (Y/N) YES

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

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

Entity Name	MA DEPT OF PUBLIC HEALTH
Contact Person	ANDREW ROBINSON
Street Address	250 WASHINGTON STREET, 3 RD FLOOR
City, State, Zip Code	BOSTON, MA 02108
Telephone	617-624-5094
Fax	617-624-5185
E-Mail	Andrew.robinson@state.ma.us

Actual Award Date	5/1/2013
Board Approval Date	
Start Date	7/1/2015
Expiration Date	6/30/2016
Renewal Action Date (optional)	
If there are any Matching Funds:	

Type	
Percent	
Amount	

Comments re: Description/Purpose of Grant
To provide residents of Springfield with Opioid Abuse Prevention Services

Comments re: Conditions/Restrictions of Grant
See budget

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

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

If payment is to be sent by Grantor as a Wire,
Please enter any wire reference/identification # that may be used (if known)
INTF2354MM04301822065

Attachment: MASSCALL (3179 : FY 16 MassCALL II Grant- \$100,000.00)

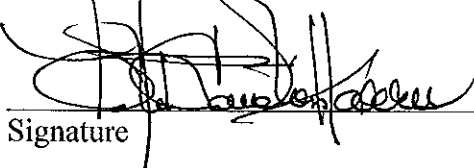
Please list all object codes needed for the grant.
(Attach additional sheets if additional orgs and roll-ups are needed):

Org Code: 28975200

Object Codes: 501000 / 517010 / 531020 / 571100 / 530105 / 551700 / 578700

Budget Roll-Up Codes: Yes

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


Signature

8/18/2015
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.



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

DEVAL L. PATRICK
GOVERNOR
TIMOTHY P. MURRAY
LIEUTENANT GOVERNOR
JOHN W. POLANOWICZ
SECRETARY
LAUREN A. SMITH, MD, MPH
INTERIM COMMISSIONER

May 1, 2013

Helen Caulton-Harris
City of Springfield
95 State Street, Suite 201
Springfield MA 01103

Dear Ms. Caulton-Harris:

This is to inform you that the Massachusetts Department of Public Health, Bureau of Substance Abuse Services has awarded the City of Springfield a new contract to provide Massachusetts Opioid Abuse Prevention Collaborative services. This contract, #INTF2354M04301822065 is in the amount of \$100,000.00 and will be in effect from July 1, 2013 through June 30, 2014. This contract will renew at \$100,000.00 for each fiscal year through June 30, 2020. The total maximum obligation for all fiscal years combined is \$700,000.00.

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

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

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

Attachment: MASSCALL (3179 : FY 16 MassCALL II Grant- \$100,000.00)

Leembruggen, Lorene

From: Robinson, Andrew (DPH) <andrew.robinson@state.ma.us>
Sent: Monday, August 03, 2015 9:26 AM
To: Leembruggen, Lorene
Cc: Perfas, Fernando (DPH)
Subject: RE: Commonwealth of Mass-Standard Contract Form
Attachments: Springfield MOAPC Contract Letter.pdf

Hello Lorene,

Per your request, I am confirming that the City of Springfield PFS II contract INTF2354M03W30816049 for the amount of \$50,000 is actively in place from July 1, 2015 through September 30, 2015 and that the City Of Springfield MOAPC contract INTF2354M04301822065 for the amount of \$100,000 is actively in place from July 1, 2015 through June 30, 2016.

The standard contract forms were provided at the outset of the grant and I am guessing you have it on file somewhere. I was able to find the original letter for your MOAPC grant award and have attached it here. I am still looking for your PFSII original contract, but will send it along if I find it. Both would be the best we could offer. Let me know if you need any additional information.

-Andy

Andrew Robinson

Prevention Program Manager
 Bureau of Substance Abuse Services – Prevention Unit
 Massachusetts Department of Public Health
 250 Washington Street, 3rd Floor
 Boston, MA 02108-5206
 Phone: (617) 624-5094
 Fax: (617) 624-5185
 Email: andrew.robinson@state.ma.us
 Web: www.mass.gov/dph/bsas
 Blog: <https://blog.mass.gov>

From: Leembruggen, Lorene [<mailto:LLeembruggen@springfieldcityhall.com>]
Sent: Monday, July 27, 2015 11:35 AM
To: Robinson, Andrew (DPH)
Cc: Perfas, Fernando (DPH)
Subject: Commonwealth of Mass-Standard Contract Form

Hi Andrew,

Hope this email finds you well.

I am trying to set up our FY16 grants in our financial system but I seem to be missing the standard contract forms for both PFS11 and MOAPC.

Is it possible for you to forward those to me? I understand these are multiyear funded grants but I still need those forms to submit to our City Council for approval.

Thanks so much for your help.

Best regards

Lorene

Lorene Leembruggen

Attachment: MASSCALL (3179 : FY 16 MassCALL II Grant- \$100,000.00)

Fiscal Manager
Department of Health & Human Services
1145 Main Street, Suite 208
Springfield, MA 01103
413-787-6710
413-787-6458 (Fax)

Attachment: MASSCALL (3179 : FY 16 MassCALL II Grant- \$100,000.00)

Health and Human Services



Staff Name : Lorene Leembruggen Organization Name : City of Springfield [Mass.Gov Home](#) [State Government](#) [State Online Services](#)

[Home](#) [Billing](#) [Contracts](#) [Report](#) [Help](#) [Logout](#)

Current Location: [Billing](#): [Invoice Search](#) > [Invoice Summary](#)

Invoice
» Summary
» Personnel Summary
» Invoice Assessment
» Invoice Notes
» CR-Service Delivery Report

Invoice #753838

Update Invoice

Corporate Name:	City of Springfield	State Agency Name:	Bureau of Substance Abuse Services
Vendor Customer Code:	VC6000192140	Invoice Status:	Draft
Service Contract Number:	INTF2354M04301822065	Service Contract Amendment Number:	
Billing Period:	07/01/2015 - 07/31/2015	Invoice Reference Number:	
Supporting Documentation Reference Number:		Supporting Documentation Description:	
Supporting Documentation Type:		Invoice Type:	Regular
Monthly Service Narrative:			

Activity:4940 MOAPC Budget:1

	Line Item Budget Component	Category	FTE	Reimbursable Cost	Balance to Date	Invoice Amount	Current Balance
561000	102 Program Director	1-Direct Care / Program Staff	1	\$46,975.00	\$46,975.00	\$0.00	\$46,975.00
	150 Payroll Taxes	1-Direct Care / Program Staff	0	\$2,349.00	\$2,349.00	\$0.00	\$2,349.00
57010	151 Fringe Benefits	1-Direct Care / Program Staff	0	\$15,972.00	\$15,972.00	\$0.00	\$15,972.00
531020	204 Staff Training	2-Other Direct Care/Program Resources		\$500.00	\$500.00	\$0.00	\$500.00
571100	205 Staff Mileage/Travel	2-Other Direct Care/Program Resources		\$500.00	\$500.00	\$0.00	\$500.00
530105	206 Subcontracted Direct Care	2-Other Direct Care/Program Resources		\$25,000.00	\$25,000.00	\$0.00	\$25,000.00
542010	215 Program Supplies, Materials and Expendable Items of	2-Other Direct Care/Program		\$2,304.00	\$2,304.00	\$0.00	\$2,304.00
557700							

Attachment: MASSCALL (3179 : FY 16 MassCALL II Grant- \$100,000.00)

578700

<u>Equipment and Furnishings</u>	<u>Resources</u>					
410 Agency and Program Administration and Support	4- Administrative Support		\$6,400.00	\$6,400.00	\$0.00	\$6,400.00
Total	1.00	\$100,000.00	\$100,000.00	\$0.00	\$100,000.00	

☐ By checking this box, you hereby confirm that by clicking the "Authorize" or "Release" button below, you are providing data that is complete and accurate in all respects, and that you have been given authority by your organization to submit such data through EIM. If after submission of this record you determine that it is incorrect, you can submit a supplemental transaction to correct it. Please see the user guide for instructions on submitting supplemental transactions.

Edit Invoice

Release Invoice

Delete Invoice

Run CR Invoice Report

Last Modified:	
Authorized By:	
Released By:	
Created By:	Lorene Leembruggen 07/29/2015 09:21 AM



City of Springfield

ADOPTED

Meeting: 09/14/15 07:00 PM
Initiator: Melanie Acobe
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3167

3.23

FY16 Local Consumer Aid Grant- No Match Required \$93,000.00 (Mayor Sarno)

WHEREAS, the Mayor, on behalf of the *Mayor's Office of Consumer Information*, ("Department") has been awarded a "Local Consumer Aid Fund Grant" of \$93,000.00 from the Commonwealth of Massachusetts Office of the Attorney General; and

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

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

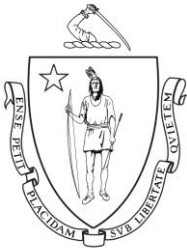
WHEREAS, the Department has accepted the grant and requests authorization from the City Council and the Mayor to expend the grant funds listed below for the purposes of such grants; and

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

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

FY16 Local Consumer Aid Grant- No Match Required \$93,000.00

RESULT: PASSED BY VOICE VOTE



MAURA HEALEY
ATTORNEY GENERAL

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

(617) 727-2200
(617) 727-4765 TTY
www.mass.gov/ago

July 8, 2015

Milagros S. Johnson
Mayor's Office of Consumer Information
Springfield City Hall, 36 Court Street Room 315
Springfield, MA 01103-1699

Re: Fiscal Year 2016 Local Consumer Aid Fund Grant Award

Dear Ms. Johnson:

Congratulations, I am pleased to award the Mayor's Office of Consumer Information, a Fiscal Year 2016 (July 1, 2015 - June 30, 2016) Local Consumer Aid Fund grant of \$93,000 for the resolution of consumer complaints. This award is made subject to the Guidelines for the operation of a Local Consumer Program and conditions detailed on the forthcoming Scope of Services to ensure compliance with the terms of the grant.

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

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

Cordially,

A handwritten signature in blue ink, appearing to read "M. Healey", with a stylized flourish at the end.

Maura Healey
Massachusetts Attorney General

Enc.

Attachment: LCP Grant Award Letter Fiscal 16 (3167 : FY16 Local Consumer Aid Grant- No Match Required \$93,000.00)



City of Springfield

ADOPTED

Meeting: 09/14/15 07:00 PM
Initiator: Melanie Acobe
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3175

3.24

FY16 GSSSI Grant Acceptance - in Kind Match (\$92,400) (Mayor Sarno)

WHEREAS, the Department of Elder Affairs ("Department") has been awarded a Title III Grant of \$92,400.00 from the Greater Springfield Senior Services Inc. (GSSSI) from the period of October 1, 2015 to September 30, 2016; and

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

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

WHEREAS, the total cost of the program/service is \$108,707; and

WHEREAS, the grant will pay for 85% of the total cost, which is \$92,400.00, and requires the City to match 15% (in-kind), totaling \$16,307.00, *to be supported by the City of Springfield Elder Affair budget/account*;

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

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

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

FY16 GSSSI Grant Acceptance - \$92,400.00

RESULT: PASSED BY VOICE VOTE



REQUEST FOR GRANT SETUP

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

All fields are mandatory.

Date of Request	08/24/15
Department Requesting Grant Setup	DEA (541)
Department Phone # (Please include extension)	886-5261
Name and Title of Person to Contact in Case of Questions	Maureen Morrissey

Was this Grant previously setup for a prior fiscal year?
If yes, please indicate your previous project number: YES - 81015

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

XXXX Private/Other Federal -Pass through Greater Springfield Senior Svcs. Inc.

Grant Name: Greater Springfield Senior Services Inc. (GSSI)

Total Grant Amount Awarded: \$ 92,400.00

Is this a Reimbursable Grant? NO (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	Greater Springfield Services, Inc.
Contact Person	Elaine Massery, Exec. Dir.
Street Address	66 Industry Avenue
City, State, Zip Code	Springfield, MA 01104
Telephone	413 781 8800
Fax	413 781 0632
E-Mail	

Actual Award Date	06/29/2015
Board Approval Date	
Start Date	10/01/2015
Expiration Date	09/30/2016
Renewal Action Date (optional)	Yes
If there are any Matching Funds: yes	
Type	INKIND
Percent	15%
Amount	\$16,307

Comments re: Description/Purpose of Grant
Outreach and Direct Assistance Services

Comments re: Conditions/Restrictions of Grant
Per attached contract and budget

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

What is the required drawdown frequency? NO =See page 5 of contract
(Ex: Monthly, Quarterly) Standard Invoice

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: 28105410

Budget Roll-Up Codes: ALL

501000 = \$ 81,510 * Includes Fringe
571100 = \$ 1,500 Instate travel
551700 = \$ 4,390 All program supplies including refreshments,
530105 = \$ 5,000 Professional Svcs as needed.

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.



June 29, 2015

Ms. Janet Rodrigues Denney, Director of Elder Affairs
Springfield Department of Elder Affairs
1600 East Columbus Avenue
Springfield, MA 01103

Dear Ms. Denney,

I am pleased to inform you that Greater Springfield Senior Service's Board of Directors has voted to award Springfield Department of Elder Affairs with a Title III grant in the amount of \$92,400 for Outreach/Direct Assistance Services for the Federal Fiscal Year beginning October 1, 2015 through September 30, 2016.

As is stated in the attached agreement: this award will support a program which includes:

- 2 FTE dedicated outreach workers whose sole responsibility is to provide Direct Assistance with seniors.

Direct Assistance is defined as "to assist seniors and caregivers in obtaining access to services and resources and provide follow up to ensure needs have been met. Assist seniors in their homes if needed, as well as at office; reach out to isolated seniors, especially targeting low-income older adults who are at risk due to poor health or lack formal or informal support. Tasks include completion of public benefits applications including fuel assistance, SNAP, housing, etc."

- The 2 FTEs would be based throughout the city working at each of the senior centers and possibly other locations (i.e. elderly housing).

This funding opportunity comes with a renewal for two additional years contingent on satisfactory fulfillment of all terms and conditions of the grant, and available funding to our agency.

Federal Fiscal Year 2016 Grant Agreement

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

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

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

1. The award amount for this grant shall be \$92,400 for Outreach/Direct Assistance Services as specified in Section A.
2. This agreement shall begin on October 1, 2015 and remain in effect until September 30, 2016. This agreement allows for the provision of renewal for two additional years contingent upon the Provider demonstrating successful program performance and the Corporation receiving available funding, unless terminated earlier in accordance with the terms of this agreement.
3. The Corporation shall pay the Provider in accordance with the terms and rates set forth in Section B.
4. The Provider shall comply with the terms and conditions as set forth and agreed to in the Corporate Statements submitted with the Proposal.
5. The Provider recognizes that in the performance of this Agreement, it may be a holder of personal data as defined in M.G.L. c.66A. The Provider shall comply with those provisions, as well as the Fair Information Practices Act, and Privacy/Confidentiality Regulations that govern access, use, and safeguarding of clients' data. The laws and regulations governing confidentiality shall not preclude the examination of any records relating to monitoring this agreement by the Corporation or other authorized state or federal government employees. The Provider shall take reasonable steps to insure the physical security of confidential data under its control.

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

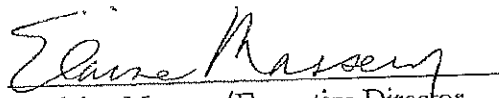
Federal Fiscal Year 2016 Grant Agreement

6. The Provider agrees to cite in writing the Corporation as a funding source in any brochure, periodical or publication describing the program funded under this Agreement.
7. The Provider shall establish, maintain, and submit to the Corporation documentation as outlined in Section C, which is required by the Corporation, to insure adequate documentation of financial activities and the provision of services. In addition, the Provider shall maintain and retain applicable client files, personnel policies and records for seven (7) years or such longer time as required by any applicable licensing standards or governmental regulations.
8. The Provider shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior approval of the Corporation, except as outlined in Section D.
9. No employee of the Corporation, EOEA, or the Provider shall have any financial interest, directly or indirectly, in this contract except of his/her official salary for work done or materials furnished by him/her and will have no conflict of interest in said contract, or in any contract which the Provider or the Corporation will enter into with any subcontractors.
10. This Agreement may be renegotiated and/or modified by mutual consent of both parties, and will find the first year of a three year award.
11. Either party may terminate this Agreement without cause upon provision of written notice to the other at least sixty (60) days prior to its effective date. Should the Corporation determine any other non-compliance issues exist with the terms of this Agreement on the part of the Provider that endanger the life, health, or safety of any recipients of service, it shall terminate this Agreement by orally notifying the Provider followed by written notification by certified mail, setting forth the specific reasons for the termination, effective three days following the oral notification.
12. The Corporation may terminate this Agreement for other areas of non-compliance unless the Provider restores compliance within thirty (30) days of such notification by the Corporation.

Federal Fiscal Year 2016 Grant Agreement

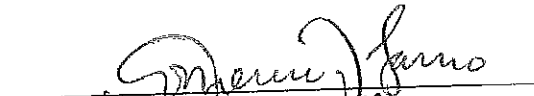
IN WITNESS WHEREOF, the parties enter this Agreement by their duly authorized officers:

For: Greater Springfield Senior Services, Inc.


Elaine Massery/Executive Director

6/26/15
Date

For: Springfield Dept. of Elder Affairs


Signature/Title Mayor

7/15/15
Date

Federal Fiscal Year 2016 Grant Agreement

Outreach/Direct Assistance, Advocacy, Information & Referral Services.

SECTION A – SERVICE DELIVERY CONDITIONS

1. The Provider agrees to implement the following services(s), performing them in accordance with the proposal submitted and accepted with any modification agreed to by the Corporation:
 - Outreach/Direct Assistance, Advocacy, Information & Referral Services
 - 2 FTE dedicated outreach workers whose sole responsibility is to provide Direct Assistance with seniors
 - Direct Assistance as defined as “to assist seniors and caregivers in obtaining access to services and resources and provide follow up to ensure needs have been met. Assist seniors in their homes if needed, as well as at office; reach out to isolated seniors, especially targeting low-income older adults who are at risk due to poor health or lack formal or informal support. Tasks include completion of public benefits applications including fuel assistance, SNAP, housing, etc.”
 - The 2 FTEs would be based throughout city working at each of the senior centers and possibly other locations i.e. elderly housing
2. As per Section 306 (a)(5)(A), the Provider shall, to the maximum extent feasible, strive to target and provide services to persons 60 years or older, and/or their Caregivers, residing in the service area and in need of the service as outlined in the submitted proposal. Further, the Provider will strive to serve persons deemed low-income, minority, limited English speaking, Alzheimer’s clients, Caregivers, and those with the greatest social and economic needs.
3. The Provider shall provide services to eligible residents of the following community(s):
 - Springfield.

Federal Fiscal Year 2016 Grant Agreement

SECTION B -- FISCAL AND ADMINISTRATIVE CONDITIONS

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

Federal Share:	\$ 92,400
Match Share:	\$ 16,307
Total Program:	\$108,707

2. The Provider will be paid according to a 1/12 draw of the award contingent upon funding available to the Corporation from BOEA.
3. The services to be performed by the Provider will be supported by Federal and non-Federal funds approved for this project. In no case shall the cumulative bills charged by the Provider to the Corporation exceed the Federal amount awarded. Payment from the Corporation to the Provider shall be made no later than 30 days after receipt of the Standard Invoice.
4. Both Federal and non-Federal resources supporting this program shall be maintained in an account separate from any other funds. Unless these funds are used as partial subsidy for the entire program budget, separate accounting records for disbursements shall be established. Program accounting records shall be itemized in sufficient detail to show exact nature of all receipts and disbursements. Supporting documents shall be readily available for review.

SECTION C -- ADMINISTRATIVE CONDITIONS

1. The Corporation shall have no direct control of or authority over any employee of the Provider or any other person acting on behalf of the Provider and shall direct all complaints concerning the performance of such employees to the Provider for action.
2. The Provider will establish a grievance procedure for any older adult terminated for service or determined not eligible for service and wishes to dispute such a decision.

Federal Fiscal Year 2016 Grant Agreement

3. The Corporation shall perform five formal training/evaluations per fiscal year. The evaluation shall be in writing and note any areas of contractual non-compliance. In the event the Corporation notes concerns and/or specific areas of non-compliance, the Provider will submit in writing a plan to address these areas of concern within the specified timeframe as determined by the Corporation.
4. The Provider must submit accurate, timely, and unaltered Monthly Standard Statistical/Invoice Reports provided by the Corporation unless otherwise noted, by the 15th of each month, after the month of service provided, which include total donations received, total number of units provided through this grant, and description of pertinent and relevant activity during the reporting period. Units of service provided under this grant shall be counted accordingly:
 - a. Count Each Unduplicated Person Contacted. Unduplicated counts begin October 1st. Persons counted as unduplicated once are not added into this count again until the next fiscal year beginning October 1st.
 - b. Service Units – count each applicable service reported each month: Examples: each phone call, visit, consultation, referral, etc.

3 of 6

Proposal

Budget

October 1, 2015 – September 30, 2016

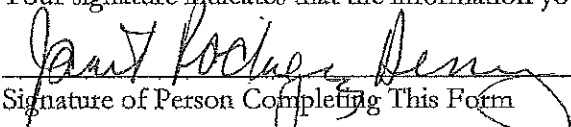
Income (Program Support)	Amount
GSSSI Title III grant (funding request)	93,971 92,407
Donations *	250
In-kind **	
Office space phone etc 120 a month ,parking	3,500
DEA Director supervision 3 hr aweek	6240,
Fiscal/Personnel Manager 2 hr	4,746
Total	14,736
Expenses	
2 FTE outreach worker	65,208
Fringe 25%	16,302
Supplies	1,500
Refreshments	500
Advertising	1,000
travel	1,000
Admin: 10%	8,461
In-kind **	14,486
GSSI Request	93,971
Donation	250
Total	108,707

Please add additional lines as needed on this page to include all information.

- It is essential that total income = total expense
- Income which is not guaranteed may be listed as pending or anticipated
- Incomplete or insufficient information will result in delay of processing or disqualification
- * Voluntary Donations - see fiscal policies on page 5 for clarification
- ** In-kind support - see fiscal policies on page 6 for clarification.

Every authorized Title III grant carries with it a Matching Dollar requirement. By signing your proposal (and grant agreement if awarded) your agency/organization is committed to supporting your total proposed budget with 15% non-federal monies.

Your signature indicates that the information you have entered is both accurate and true.


Signature of Person Completing This Form

9-15-15
Date

GSSSI Title III FFY2016-2018



June 29, 2015

Ms. Janet Rodrigues Denney, Director of Elder Affairs
Springfield Department of Elder Affairs
1600 East Columbus Avenue
Springfield, MA 01103

Dear Ms. Denney,

I am pleased to inform you that Greater Springfield Senior Service's Board of Directors has voted to award Springfield Department of Elder Affairs with a Title III grant in the amount of \$92,400 for Outreach/Direct Assistance Services for the Federal Fiscal Year beginning October 1, 2015 through September 30, 2016.

As is stated in the attached agreement: this award will support a program which includes:

- 2 FTE dedicated outreach workers whose sole responsibility is to provide Direct Assistance with seniors.
Direct Assistance is defined as "to assist seniors and caregivers in obtaining access to services and resources and provide follow up to ensure needs have been met. Assist seniors in their homes if needed, as well as at office; reach out to isolated seniors, especially targeting low-income older adults who are at risk due to poor health or lack formal or informal support. Tasks include completion of public benefits applications including fuel assistance, SNAP, housing, etc."
- The 2 FTEs would be based throughout the city working at each of the senior centers and possibly other locations (i.e. elderly housing).

This funding opportunity comes with a renewal for two additional years contingent on satisfactory fulfillment of all terms and conditions of the grant, and available funding to our agency.



City of Springfield

ADOPTED

Meeting: 09/14/15 07:00 PM
Initiator: Christopher Fraser
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3161

3.25

FP&S Grant - Match Needed - \$54,791 (Mayor Sarno)

WHEREAS, the Fire Department ("Department") has been awarded a "Fire Prevention and Safety Grant" of \$54,791.00 from the U.S. Department of Homeland Security; and

WHEREAS, the purpose of the grant is to provide financial assistance to ensure that the health and safety of the public and firefighting personnel are protected against fire-related hazards; and

WHEREAS, the Department intends to use the grant funds to purchase smoke detectors and stove-top fire extinguishers for homes that are determined to be high-risk. In addition, the Department will use the funding to provide multilingual interpretation services in an effort to educate as many individuals as possible about the importance of fire safety.

WHEREAS, the total cost of all components that this funding will be used for is \$57,530.00; and

WHEREAS, the grantor will pay for 95% of the cost of the total expenses, which is \$54,791.00, and requires the City to match 5% of that amount, which is \$2,739.00, which will be paid from the Fire Department's OTPS budget;

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

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

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

Fire Prevention and Safety Grant - \$54,791.00

RESULT: PASSED BY VOICE VOTE

U.S. Department of Homeland Security
Washington, D.C. 20472



Mr. Garrett Sullivan
Springfield Fire Department
36 Court Street
Springfield, Massachusetts 01103-1602

Re: Grant No.EMW-2014-FP-00342

Dear Mr. Sullivan:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2014 Assistance to Firefighters Grant Program - Fire Prevention and Safety Grant has been approved in the amount of \$54,791.00. As a condition of this award, you are required to contribute a cost match in the amount of \$2,739.00 of non-Federal funds, or 5 percent of the Federal contribution of \$54,791.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the Assistance to Firefighters Grant Programs' e-grant system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo
- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2014 Assistance to Firefighters Grant Program - Fire Prevention and Safety Grant Funding Opportunity Announcement.

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Prior to requesting Federal funds, all recipients are required to register in the System for Award Management (SAM.gov). As the recipient, you must register and maintain current information in SAM.gov until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that the recipient review and update the information annually after the initial registration, and more frequently for changes in your information. There is no charge to register in SAM.gov. Your registration must be completed on-line at <https://www.sam.gov/portal/public/SAM/>. It is your entity's responsibility to have a valid DUNS number at the time of registration.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please go to <https://portal.fema.gov> to accept or decline your award. This will take you to the Assistance to Firefighters eGrants system. Enter your User Name and Password as requested on the login screen. Your User Name and Password are the same as those used to complete the application on-line.

Once you are in the system, the Status page will be the first screen you see. On the right side of the Status screen, you will see a column entitled Action. In this column, please select the View Award Package from the drop down menu. Click Go to view your award package and indicate your acceptance or declination of award. PLEASE NOTE: your period of performance has begun. If you wish to accept your grant, you should do so immediately. When you have finished, we recommend printing your award package for your records.

Step 2: If you accept your award, you will see a link on the left side of the screen that says "Update 1199A" in the Action column. Click this link. This link will take you to the SF-1199A, Direct Deposit Sign-up Form. Please complete the SF-1199A on-line if you have not done so already. When you have finished, you must submit the form electronically. Then, using the Print 1199A Button, print a copy and take it to your bank to have the bottom

Attachment: FP&S Grant Award Letter (3161 : FP&S Grant - Match Needed - \$54,791)

portion completed. Make sure your application number is on the form. After your bank has filled out their portion of the form, you must fax a copy of the form to FEMA's SF-1199 Processing Staff at 301-998-8699. You should keep the original form in your grant files. After the faxed version of your SF 1199A has been reviewed you will receive an email indicating the form is approved. Once approved you will be able to request payments online. If you have any questions or concerns regarding your 1199A, or the process to request your funds, please call (866) 274-0960.

Sincerely,



brian_kamoie_signature

Brian E. Kamoie
Assistant Administrator
Grant Programs Directorate

Attachment: FP&S Grant Award Letter (3161 : FP&S Grant - Match Needed - \$54,791)

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: September 14, 2015
Re: Order for Council Meeting – September 14, 2015
Cc: Mayor Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the September 14, 2015 Council meeting which authorizes the City to appropriate \$2,739 as partial funding for the Fire Department's Fire Prevention and Safety Grant (FP&S).

Background: The Fire Department was recently awarded this grant in the amount of \$54,791. In order to receive the funding, the City will be required to match 5% of the total cost, or \$2,739. This grant will be used to purchase smoke detectors and stove-top fire extinguishers for homes that are determined to be high-risk. In addition, the department will provide multilingual interpretation services in an effort to educate as many individuals as possible about the importance of fire safety.

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

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

Attachment: CAFO Certification - Fire FP&S Grant (3161 : FP&S Grant - Match Needed - \$54,791)



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 8/19/15

Department Requesting Grant Setup Fire

Department Phone # (Please include extension) 413-787-6411

Name and Title of Person to Contact in Case of Questions Erica Floyd
Director of Finance & Admin

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) Yes If yes, please attach a copy of the Approved Form.

Grant Type:

State – Highway

Federal Pass-Through DOE– School

Federal Direct– School

X Federal – City

State DOE– School

State Other – School

State – City

Private/Other

Grant Name: Assistance to Firefighters Grant program –Fire prevention and Safety grant

Total Grant Amount Awarded: \$ 54,791.00

Attachment: FP&S Grant Set-Up Form (3161 : FP&S Grant - Match Needed - \$54,791)

Is this a Reimbursable Grant? (Y/N) Y

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

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

Entity Name	Federal Emergency Management Agency
Contact Person	Catherine Patterson
Street Address	500 C Street S.Ws, Room 723
City, State, Zip Code	Washington, DC 20472
Telephone	1-866-274-0960
Fax	
E-Mail	

Actual Award Date 8/7/2015

Board Approval Date

Start Date 8/7/2015

Expiration Date 8/6/2016

Renewal Action Date (optional)

If there are any Matching Funds: Y

Type

Percent 5%

Amount 2,739.00

Comments re: Description/Purpose of Grant

Comments re: Conditions/Restrictions of Grant

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

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

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

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

Org Code:

Object Codes: 530105- Professional Services	3,000.00
506000- Overtime	14,030.00
551700- Other supplies -	40,500.00

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

8/19/15

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: 09/14/15 07:00 PM
Initiator: Melanie Acobe
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3164

3.26

Mass Animal Coalition (MAC) License Plate Grant Acceptance - No Match Required \$15,000 (Mayor Sarno)

WHEREAS, the Thomas J. O'Connor Animal Control and Adoption Center has been awarded a "MAC License Plate" Grant of \$15,000.00 from the Massachusetts Animal Coalition for the grant period August 1, 2015 through June 30, 2016; and

WHEREAS, the mission of the MAC grant is to decrease the number of homeless, neglected, displaced and abused animals in Massachusetts; and

WHEREAS, the Department intends to use the grant funds to spay and neuter animals; and

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

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

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

**Mass Animal Coalition (MAC) License Plate Grant Acceptance - No Match Required
\$15,000**

RESULT: PASSED BY VOICE VOTE



Working together to decrease the number of
neglected, displaced & abused animals in Massachusetts

PO Box 766, Westborough, MA 01581-0766

July 20, 2015

Pam Peebles
Thomas J. O'Connor Animal Control and Adoption Center
627 Cottage Street
Springfield, MA, 01104
Dear Pam Peebles,

We are pleased to inform you that the Massachusetts Animal Coalition's "I'm Animal Friendly" License Plate Program will grant you \$15,000 in funding for spay and neuter services. The grant period will run from August 1, 2015 through June 30, 2016.

Successful grant applicants had applications that detailed a clearly defined plan with attention to efficient use of funds, impacted overpopulation in their targeted areas, negotiated lower cost spay/neuter surgeries, and demonstrated collaborative partnerships with other organizations.

Unfortunately, as is always the case, there were not enough funds available to fully fund all requests.

As a condition of accepting these funds, you must agree to:

- Submit an interim and a final report to MAC detailing expenditures and project results, on a form provided by MAC. We reserve the right to request documentation, such as receipts. Interim reports will be due during the month of January of 2016. Final reports will be due upon completion of your project or by May 31, 2016, whichever comes first. We will email a reminder and the 2015 report forms will be available on the website.
- Use funds from the license plate grant for **spay/neuter services for Massachusetts animals only**. Ineligible use of license plate grant funds includes, for example, purchases of items and/or services such as equipment, flea and tick treatment, microchipping and wellness exams.
- Advertise the "I'm Animal Friendly" License Plate in your facility, newsletter, on social media, at events, at local businesses, etc. Additionally, you/your organization agrees to help staff general information booths about the "I'm Animal Friendly" License Plate and/or display License Plate Program materials in your organization's booth at special events. You will be contacted by our marketing consultant who will provide marketing and press release templates, and opportunities to promote the license plate.

Affiliations listed for identification only

OFFICERS

PRESIDENT
Anne Lindsay
MAC Founder

VICE PRESIDENT

Emily McCobb
Tufts Cummings School
of Veterinary Medicine

TREASURER

Adrienne Linnell
Merrimack River Feline
Rescue Society

CLERK

Alice O'Connor
AniMatch Task Force
MAC Membership Chair

DIRECTORS

Joann Lindenmayer, DVM
Humane Society International
Sarah Luick
Animal Legal Defense Fund

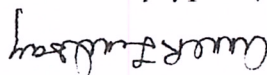
Julia Pesek
MSPCA

- Work with MAC's marketing consultant on press releases about your organization's success stories as a result of using the granted funds.
- In all printed matter, press releases and other local announcements regarding this project, acknowledge the funding support provided by MAC's "I'm Animal Friendly" License Plate Program.
- Monies not used for the purpose intended shall be returned to MAC promptly at the end of the grant period, May 31, 2016.

The success of this program depends on the sale of the "I'm Animal Friendly" License Plate. We encourage you to promote the plate whenever possible to increase chances of receiving grant funds in the future.

Thank you for the work that you do. We wish you luck with your project. We know it will be challenging, but your obvious commitment will benefit not only your program but also our Massachusetts animals.

Sincerely,



Anne Lindsay
Board President

In order to acknowledge these terms and conditions, a signed copy of this letter should be returned within 15 days to: **Massachusetts Animal Coalition, PO Box 766, Westborough, MA 01581** or scanned to **info@massanimalcoalition.org**. (Please note that this may be a different address from what you may have used in the past.)

Name: *Pam Peebles* (signature)

Pam Peebles (printed)

Organization: *Thank you. w*

TJO



City of Springfield

ADOPTED

Meeting: 09/14/15 07:00 PM
Initiator: Mitchell Doty
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3185

3.27

Parks Department Donation - \$12,000 (Mayor Sarno)

WHEREAS, the Parks Department Recreation Division ("Department") has received a donation in the amount of \$12,000.00 from the Parents and Friends of STAR, Inc.; and

WHEREAS, the funds provided are intended to be used to fund staffing for the Parks Department's Fun N' Fitness program; and

WHEREAS, the Department intends to use the donated funds for the purposes as requested by the donor; and

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

WHEREAS, the Acting 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 grant funds listed below for the purposes of such grant, subject to the approval of the Mayor, and the donated funds received shall be deposited with the City Treasurer and held as a separate account and may be expended for the purposes described without further appropriation:

Parents and Friends of STAR, Inc.:

\$ 12,000.00

RESULT: PASSED BY VOICE VOTE

PARENTS & FRIENDS OF STAR INC
88 BELLEVUE AVE
SPRINGFIELD, MA 01108

837
53-13/110 MA
26897

5-19-15

Pay To The
Order of City of Springfield \$ 12,000.-
Twelve thousand and 00/100 Dollars

Bank of America

ACH R/T 011000138

on Advance Pay - Staff Shal P. Oka

⑆011000138⑆ 009418630641⑆0837

Harold Clarke

Security
Features
Details on
Back.

STAR 2



City of Springfield

ADOPTED

Meeting: 09/14/15 07:00 PM
Initiator: Christopher Fraser
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3162

3.28

MassMutual Grant - No Match - \$10,727 (Mayor Sarno)

WHEREAS, the Fire Department ("Department") has been awarded a grant from the MassMutual Financial Group in the amount of \$10,727.00; and

WHEREAS, the funds provided shall be used for the automated Sparky fire dog as requested by the grantor, therefore \$10,727.00 will be applied to the Fire donation account; and

WHEREAS, the Department intends to use the grant funds for the expenses incurred for the automated Sparky fire dog; 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:

MassMutual Grant - \$10,727.00

RESULT: PASSED BY VOICE VOTE



July 30, 2015

Commissioner Joseph A. Conant
The City of Springfield
605 Worthington Street
Springfield, MA 01105

Dear Commissioner Conant:

We are pleased to report that we approved a \$10,727.00 grant to your organization in support of Fire Department - Automated Sparky Fire Dog. Please find a check enclosed. If an opportunity arises, please publicize our grant in whatever way you believe will best benefit your organization and MassMutual.

As a partner in your efforts, we would like to be able to evaluate your programs and the services provided. Please complete the enclosed Contributions Program Progress Report form and return it to us by **February 25, 2016**. The Internal Revenue Service requires reporting the receipt of any gift over \$250. Our Charitable Contributions Acknowledgment form is also enclosed and must be completed and returned to us by **August 30, 2015**. Consideration for future support is contingent upon the timely return of these forms.

In the same spirit that convinced our Contributions Review Committee to cast its vote on your behalf, we wish you and The City of Springfield Fire Department, our very best.

Sincerely,

A handwritten signature in cursive script that reads 'Cynthia Adams'.

Cynthia Adams
Community Responsibility Consultant
Community Responsibility

Enclosures

Attachment: MassMutual Sparky Dog Award Letter (3162 : MassMutual Grant - No Match - \$10,727)



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 8/18/2015

Department Requesting Grant Setup Fire

Department Phone # (Please include extension) 413-787-6411

Name and Title of Person to Contact in Case of Questions Erica Floyd
Director of Finance & Administration

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) 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: Automated Sparky Fire Dog

Total Grant Amount Awarded: \$ 10,727.00

Attachment: Mass Mutual Grant Set-Up Form (3162 : MassMutual Grant - No Match - \$10,727)

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 Mass Mutual Financial Group
 Contact Person Cynthia Adams
 Street Address
 City, State, Zip Code Springfield, MA 01111-0001
 Telephone
 Fax
 E-Mail

Actual Award Date August 03, 2015

Board Approval Date

Start Date

Expiration Date Until funds are expended

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: Mass Mutual Grant Set-Up Form (3162 : MassMutual Grant - No Match - \$10,727)

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

Org Code:

29162200

Object Codes:

(Rubed)

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

8/18/15
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: 09/14/15 07:00 PM
Initiator: Mitchell Doty
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3187

3.29

Department of Public Works SMRP Award - \$9,600 (Mayor Sarno)

WHEREAS, the Department of Public Works (Department) has been awarded a Sustainable Materials Recovery Program award of \$9,600.00 from the Massachusetts Department of Environmental Protection (MassDEP); and

WHEREAS, the grant will be used to improve City recycling programs and policies; and

WHEREAS, the Department intends to use the grant funds to purchase recycling bins and or related items; and

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

WHEREAS, the Acting 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:

MassDEP Sustainable Materials Recovery Program - \$9,600.00

RESULT: PASSED BY VOICE VOTE



Commonwealth of Massachusetts
Executive Office of Energy & Environmental Affairs

Department of Environmental Protection

One Winter Street Boston, MA 02108 • 617-292-5500

DEVAL L. PATRICK
Governor

MAEVE VALLELY BARTLETT
Secretary

DAVID W. CASH
Commissioner

September 16, 2014

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

Dear Mayor Sarno,

Congratulations! It is my pleasure to inform you that the Massachusetts Department of Environmental Protection (MassDEP) has awarded Recycling Dividends Funds to the City of Springfield under the Sustainable Materials Recovery Program. The City of Springfield has earned 8 points and will receive \$9,600.

The Sustainable Materials Recovery Program (SMRP) was created under 310 CMR 19.300-303 and the Green Communities Act, which directs a portion of the proceeds from the sale of Waste Energy Certificates to recycling programs approved by MassDEP. The SMRP solicitation, issued April 1, 2014, included an exciting new opportunity – the Recycling Dividends Program (RDP) – which provides payments to municipalities that have implemented specific programs and policies proven to maximize reuse, recycling and waste reduction. Municipalities receive payments according to the number of criteria points their program earns. Eligibility criteria will ramp up over time, leveraging increasingly greater diversion results and lower solid waste disposal.

The terms and conditions of this award are outlined in an RDP Contract which has been mailed to the Recycling Contact of record for your municipality, copied below. The Recycling Contact will facilitate getting this document signed by an Authorized Signatory and will return it to MassDEP. Once received, the RDP Payment will be remitted to your municipality. Should you have any questions, please call Tina Klein at (617) 292-5704.

Thank you for your commitment to advancing recycling and waste reduction in Massachusetts. Together our efforts will reduce greenhouse gas emissions, conserve natural resources and save energy, while also supporting jobs and reducing disposal costs for waste generators and municipalities.

Sincerely,

David W. Cash
Commissioner

cc: Mr. Greg Superneau, Project Director, DPW

**RECYCLING DIVIDEND PROGRAM CONTRACT ("RDP Contract")
BETWEEN THE COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF ENVIRONMENTAL PROTECTION ("MassDEP")**

AND THE City of Springfield ("Municipality")

Pursuant to the Green Communities Act, relevant provisions of which are codified at M.G.L. c. 25A, Section 11F(d) and the regulations promulgated thereunder at 310 CMR 19.300 and in support of the Massachusetts Solid Waste Master Plan developed pursuant to M.G.L. c. 16, Section 21, MassDEP has awarded the Municipality a Sustainable Materials Recovery Program grant under the Recycling Dividends Program ("RDP"). The Municipality has earned 8 points and a payment of \$9,600. This Contract outlines terms and conditions between the Commonwealth and the Municipality for participation in the Recycling Dividends Program.

The Recycling Dividends Program provides payments to municipalities that have implemented specific programs and policies proven to maximize reuse, recycling and waste reduction. Municipalities will receive payments according to the number of criteria points their program earns. RDP will provide an incentive for municipalities with poor recycling programs to do better by implementing best practices and it will reward communities with model recycling and waste reduction programs. Eligibility criteria will ramp up over time, leveraging increasingly greater diversion results and lower solid waste disposal.

Duration: The term of this Contract shall be in effect until the municipality has expended all RDP funds and reported use of funds.

RESPONSIBILITIES OF THE MUNICIPALITY

1. **Authority:** The Signatory of this RDP Contract is authorized by the governing body of the Municipality to enter into this Contract on behalf of the Municipality and apply for and accept funds on behalf of the Municipality.
2. **Commonwealth Terms and Conditions:** The Municipality shall comply with the Commonwealth Terms and Conditions and other requirements set forth in the Municipality's executed Master Service Agreement #EQEP02C/D/E.
3. **Failure to Comply:** If, in the judgment of MassDEP, the Municipality fails to comply with any of its responsibilities identified in this Contract, then, at the election of MassDEP, (a) the Municipality shall repay the RDP funds to MassDEP within 90 days; and/or (b) title to all materials purchased with the RDP funds immediately and without any further steps shall be transferred to MassDEP; and/or (c) MassDEP may find the Municipality not eligible to seek another Sustainable Materials Recovery Program Grant for up to three years. MassDEP may provide written notice to the Municipality of any such failure to comply. Such notice may provide a time period and manner for the Municipality to cease or remedy the failure. Such notice from MassDEP of any such failure by the Municipality is not a precondition to MassDEP's right to select options (a), (b), and/or (c) above. The Municipality shall follow the instructions of MassDEP regarding possession of the materials purchased with RDP funds. The Parties hereby agree to execute any and all documents necessary to accomplish said transfer. Furthermore, the Municipality shall transfer or arrange to transfer actual possession of said materials to an authorized representative of the Commonwealth of Massachusetts or its designee.
4. **Recycling in Practice:** The Municipality has established paper, bottle and can recycling in all municipal offices and meeting spaces, excluding schools. The Municipality shall continue such paper, bottle and can recycling during the term of the RDP Contract.
5. **Buying Recycled Products:** The Municipality has established a written policy which promotes a preference for the purchase of recycled products in lieu of non-recycled products and all staff with purchasing authority are aware of and are following the established policy during the term of the RDP Contract.

6. Data Reporting: For the duration of this Contract the Municipality shall be responsible for providing complete and accurate information to MassDEP, via ReTRAC, using the annual Recycling and Solid Waste reporting form.
7. Program Eligibility: The Recycling Dividends Program (RDP) provides payments to municipalities that have implemented specific programs and policies proven to maximize reuse, recycling and waste reduction. The program and policy criteria (RDP criteria) define the characteristics of a model municipal recycling program, essentially functioning as a "best practices" framework. Each RDP criterion has a value ranging from 1 to 5. Municipalities that earn at least 6 points (out of 20 available) are eligible for RDP payments. RDP points have been claimed by the Municipality only for criteria fully met as of the filing deadline of the RDP application.
8. RDP Payment Calculation and Payment Schedule: MassDEP shall determine whether the Municipality has complied with the requirements set forth in Section (9) and described further in Appendix A, shall review and determine the validity of the Municipality's RPD application, and shall calculate the RDP Payment for each qualified Municipality. Payment brackets, based on the number of households served by the municipal solid waste program, establish the value for each point. The RDP Payment is calculated as: (number of points earned) multiplied by (value of each point). MassDEP shall pay RDP payments after it receives confirmation that the Municipality has fulfilled its obligations under this Contract.

Trash HH Served	Value of Each Point
1 - 1,999	\$200
2,000 - 7,499	\$400
7,500 - 14,999	\$600
15,000 - 24,999	\$800
25,000 +	\$1,200

9. Program Criteria: To claim points for any criteria, the program element must have fully met the performance standard no later than June 11, 2014. For a complete list of program criteria and accompanying performance standards see Attachment A. Section 15 of this Contract lists the Program Criteria for which the Municipality is eligible, and upon which the Municipality's payment was calculated.
10. Use of Funds: RDP Payments shall be expended on approved activities and equipment, listed below, to enhance the performance of the Municipality's waste reduction programs. Use of a dedicated account or revolving account is recommended but not required. Funds do not have to be spent in the fiscal year received, and may be carried over to future years and accumulated to fund a larger eligible expense or project.

Approved Equipment and Activities:

- Compost bins and kitchen scrap buckets.
- Carts for curbside collection of organics.
- Containers to support drop-off organics program.
- Collection and disposal costs for the first two years of a town-wide organics program.
- Program development costs for a new organics diversion program.
- Recycling carts and recycling bins.
- Public space and outdoor event recycling containers.

- Roll-off containers, compactors and balers for the collection of materials to be recycled. This includes replacement of existing equipment.
- Additional household hazardous waste collection event.
- New dedicated Enforcement Coordinator. Must spend a minimum of 19 hours per week on enforcement. Mandatory recycling must be codified in regulation, ordinance or bylaw and must include a fine for non-compliance.
- Equipment to support the collection and recycling of hard to recycle materials.
- Establishing and/or maintaining a municipally operated swap shop.
- Waste reduction and/or recycling outreach and education materials.
- School chemical cleanouts.
- Other expenses as approved in writing by MassDEP in advance of the expense.

RDP funds shall *not* be used to pay for hauling, disposal, or administrative costs of their existing solid waste and recycling programs.

11. Record Keeping: The Municipality shall be responsible for keeping documentation (i.e. proof of purchase in the form of an invoice which lists the vendor name and address, item purchased, item price, number of items purchased and shipping costs if any) by calendar year, of how RDP funds were expended and the remaining balance of RDP funds. MassDEP may conduct record audits each year to ensure compliance with this Contract.
12. Reporting: The Municipality shall submit an annual report to MassDEP for the duration of the RDP Contract and in a format required by MassDEP, documenting annual expenditures and remaining RDP funds. In addition, the Municipality shall file an annual Recycling and Solid Waste survey, via ReTrac, for the duration of this RDP Contract. Failure to comply with these reporting requirements may jeopardize future grant awards and RDP payments.
13. Environmental Compliance: The Municipality understands receipt of RDP funds from MassDEP does not in any way imply that the Municipality is in full compliance with all applicable environmental regulations. This Municipality shall not be construed as, nor operate as, relieving the Municipality or any other person of the necessity of complying with all applicable federal, state, and local laws, regulations and approvals. The Municipality's facility(ies) are subject to inspection at any time by MassDEP and noncompliance with applicable environmental regulations may result in formal enforcement actions, including penalties.
14. Addendums: Should MassDEP award additional RDP funds, an addendum to the Contract shall be provided to the Municipality. The same terms and conditions apply to the addendum.

[Remainder of page intentionally left blank]

15. RDP Payment Calculation:

Appendix A of this Contract defines performance standards for each criterion.

a. Solid Waste Program	0
b. Swap Shop	n/a
c. Organics	0
d. Bulky Items	2
e. Yard Waste	2
f. Household Hazardous Waste	1
g. Center for Hard to Recycle Materials	0
h. Hauler Regulation	n/a
i. Mandatory Recycling Policy	3
j. <u>Private Hauler and Business Access</u>	n/a
TOTAL POINTS	8

PAYMENT BRACKET (\$\$ earned per point) \$1,200

PAYMENT AMOUNT \$9,600

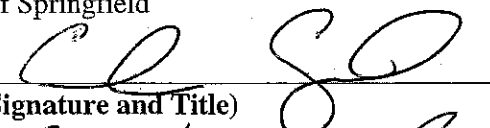
IN WITNESS WHEREOF, MassDEP and the Municipality hereby execute this Contract.

COMMONWEALTH OF MASSACHUSETTS

By: _____
Greg Cooper, Division Director
Business Compliance, Bureau of Waste Prevention
Department of Environmental Protection

 (Date)

City of Springfield

By: 
 (Signature and Title)
Christopher Cignozzi
 (Print Name)

9-22-19
 (Date)

PLEASE REMIT
FROM THIS INVOICE
TO:
REHRIG/PACIFIC COMPANY
P.O. BOX 514457
LOS ANGELES, CA 90051-4457

Rehrig Pacific Company
1738 West 20th Street
Erie, PA 16502
(814) 455-8023

SHIP DATE

09/18/14

PERIOD

07-2015

CUSTOMER NUMBER

CI283

CUSTOMER NUMBER

CI283

SOLD TO

CITY OF SPRINGFIELD
70 TAPLEY STREET
SPRINGFIELD MA 01104
USA

SHIP TO

CITY OF SPRINGFIELD
70 TAPLEY STREET
SPRINGFIELD MA 01104

INVOICE

F.O.B.: POINT OF SHIPMENT
TERMS: 0.00%-0, Net30

SHIP-VIA: Best Way

SALESREP: 323 Sean Mas

WAYBILL: 46680

SHIP DATE TAXABLE

QUANTITY ITEM PRODUCT/DESCRIPTION

486 001 RC671BL55CI283 EA 49.5000 24,057.00 09/18/14 NO
95 Gal NB Cart - Assy 005u
Pepsi Blue / UV
Metal Catch Bar
10" BM 1.4" InSp Wheel-Snap-on

486 002 RC535BL55RC999 EA
95 Gal Univ Cart Lid u
Pepsi Blue / UV
09/18/14 NO

95R043624 - 95R044109

*** SUB-TOTAL ***: 24,057.00
2,100.00
26,157.00
FREIGHT:
Date Due: 10/18/14 ***** TOTAL ***: 26,157.00



REQUEST FOR GRANT SETUP

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

All fields are mandatory.

Date of Request	7/23/15
Department Requesting Grant Setup	Public Works
Department Phone # (Please include extension)	787-6224
Name and Title of Person to Contact in Case of Questions	Greg Superneau

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) No If yes, please attach a copy of the Approved Form.

Grant Type:

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

Grant Name: Sustainable Materials Recovery Program

Total Grant Amount Awarded: \$ 9,600.00

Is this a Reimbursable Grant? (Y/N) N

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

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

Entity Name

Contact Person

Street Address

City, State, Zip Code

Telephone

Fax

E-Mail

Actual Award Date 9/16/14

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
See Attached

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) #99013

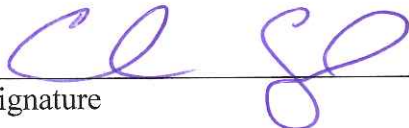
Please list all object codes needed for the grant.
(Attach additional sheets if additional orgs and roll-ups are needed):

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

7-23-15
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: 09/14/15 07:00 PM
Initiator: Mitchell Doty
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3186

3.30

Parks Department Grant - Attorney General Summer Youth Jobs - \$8,663.00 (Mayor Sarno)

WHEREAS, the Parks Department (Department) has been awarded a Summer Youth Jobs grant of \$8,663.00 from the Massachusetts Attorney General's Office; and

WHEREAS, the grant is intended to provide opportunities for employment, health, and wellness to benefit youth from low socio-economic status communities; and

WHEREAS, the Department intends to use the grant funds to promote these opportunities; 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:

Attorney General's Summer Youth Jobs Program - \$8,663.00

RESULT: PASSED BY VOICE VOTE

Thayer, Paula

From: Sullivan, Pat
Sent: Wednesday, June 24, 2015 11:33 AM
To: Jordan, Denise; Plante, TJ
Cc: Thayer, Paula
Subject: FW: Congratulations! Summer Youth Jobs.

Hi TJ here is the grant award stating 8,663.00 We can hire around four youth with this funding we applied for 19,000. When do you want to do the special meeting with the council as we have to start spending after July1. I Have another idea as well I will see you at the 11:30. Patrick

From: Callahan, Morgan (AGO) [<mailto:morgan.callahan@state.ma.us>]
Sent: Wednesday, June 24, 2015 11:06 AM
To: Sullivan, Pat
Subject: Congratulations! Summer Youth Jobs.

RE: Notice of Award, Attorney General's Summer Youth Jobs program

Dear Springfield Department of Parks, Buildings and Recreation Management:

Congratulations! I am pleased to notify you that the Attorney General's Office has selected Springfield Department of Parks, Buildings and Recreation Management as a grantee for the 2015 Summer Youth Jobs program, with an award of \$8663.

The Attorney General's Office is committed to benefiting youth from low socio-economic status communities, which is why it created the Summer Youth Jobs program, to provide opportunities for employment, health, and wellness. Thank you for working with us to increase summer employment opportunities for youth.

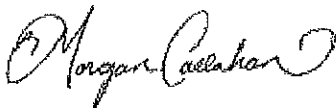
Your grant award is subject to the terms and conditions enclosed in the Scope of Services. Please find further instructions below my email signature. Feel free to contact me via the information provided if you have any questions or concerns.

Instructions

Please email the following paperwork (detailed below my signature) to Morgan Callahan (morgan.callahan@state.ma.us) by Wednesday July 1st, 2015. In your email, please also include any upcoming events your organization is hosting where Attorney General Maura Healey could attend, such as: camp talent shows, graduations, sports tournaments and performances.

After e-mailing, please mail paper copies with original ink signatures to the address provided in my signature.

Best regards,



Morgan Callahan, MBA
Office of Massachusetts Attorney General Maura Healey



City of Springfield

ADOPTED

Meeting: 09/14/15 07:00 PM
Initiator: Lindsay B. Hackett
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3193

3.31

Police Department Donation - \$2,000.00 (Mayor Sarno)

WHEREAS, the Police Department has been awarded a donation of \$2,000.00 from Exxon Mobil Corporation and;

WHEREAS, the donor has requested that the funds be used for the Department's needs based on Administration and;

WHEREAS, the Department intends to use the donation funds donation funds for general purposes as requested by the donor; and

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

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

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

Police Department Donation \$2,000.00

**Exxon Mobil Corporation
PO Box 2519
Houston, TX 77252-2519**

RESULT: PASSED BY VOICE VOTE



City of Springfield

ADOPTED

Meeting: 09/14/15 07:00 PM
Initiator: Mitchell Doty
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3204

3.32

Department of Public Works SMRP Award - \$2,000 (Mayor Sarno)

WHEREAS, the Department of Public Works (Department) has been awarded a Sustainable Materials Recovery Program award of \$2,000.00 from the Massachusetts Department of Environmental Protection (MassDEP) for a targeted small scale initiative; and

WHEREAS, the grant will be used to improve City recycling programs and policies; and

WHEREAS, the Department intends to use the grant funds to purchase recycling outreach materials and related items; and

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

WHEREAS, the Acting 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:

MassDEP Sustainable Materials Recovery Program - \$2,000.00

RESULT: PASSED BY VOICE VOTE



REQUEST FOR GRANT SETUP

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

All fields are mandatory.

Date of Request	7/23/15
Department Requesting Grant Setup	Public Works
Department Phone # (Please include extension)	787-6224
Name and Title of Person to Contact in Case of Questions	Greg
Superneau	

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) No If yes, please attach a copy of the Approved Form.

Grant Type:

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

Grant Name: Sustainable Materials Recovery Program Grant

Total Grant Amount Awarded: \$ 2000.00

Is this a Reimbursable Grant? (Y/N) Y

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

If it is a Reimbursable Grant, please enter Grantor contact information or the CID # if

Grantor is already in the customer file:

Entity Name The Republican
 Contact Person NA
 Street Address PO Box 5310
 City, State, Zip Code New York, New York, 10087-5310
 Telephone
 Fax
 E-Mail

Actual Award Date 10/16/14

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

See Attached

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) #99013

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

7-23-15
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.



Commonwealth of Massachusetts
Executive Office of Energy & Environmental Affairs

Department of Environmental Protection

One Winter Street, Boston, MA 02108 • 617-292-5500

DEVAL L. PATRICK
Governor

MAEVE VALLELY BARTLETT
Secretary

DAVID W. CASH
Commissioner

October 16, 2014

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

Dear Mayor Sarno,

Congratulations! It is my pleasure to inform you that the Massachusetts Department of Environmental Protection (MassDEP) has awarded the City of Springfield a Sustainable Materials Recovery Program Municipal Grant. The City of Springfield will receive up to \$2,000 for a Targeted Small Scale Initiative.

The Sustainable Materials Recovery Program (SMRP) was created under 310 CMR 19.300-303 and the Green Communities Act, which directs a portion of the proceeds from the sale of Waste Energy Certificates to recycling programs approved by MassDEP. The SMRP solicitation, issued April 1, 2014, offered funding to cities, towns and regional entities - as well as certain non-profit organizations that provide services to them - for recycling, composting, reuse and source reduction activities that will increase diversion of municipal solid waste and household hazardous waste from disposal. MassDEP received applications from 185 municipalities, regional groups and non-profits. With \$3.8 million in requested funds, the evaluation and award process was extremely competitive.

The terms and conditions of your grant are outlined in the attached document, which contains key dates and deadlines specific to your award. This information has also been provided to the municipal recycling contact copied below. Should you have any questions, please call Tina Klein at (617) 292-5704.

Thank you for your commitment to advancing recycling and waste reduction in Massachusetts. Together our efforts will reduce greenhouse gas emissions, conserve natural resources and save energy, while also supporting jobs and reducing disposal costs for waste generators and municipalities.

Sincerely,

David W. Cash
Commissioner

cc: Mr. Greg Superneau, Project Director, DPW

**GRANT AGREEMENT
BETWEEN THE COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF ENVIRONMENTAL PROTECTION ("MassDEP")**

AND THE City of Springfield ("Grantee")

Pursuant to the Green Communities Act, relevant provisions of which are codified at M.G.L. c. 25A, Section 11F(d) and the regulations promulgated thereunder at 310 CMR 19.300 and in support of the Massachusetts Solid Waste Master Plan developed pursuant to M.G.L. c. 16, Section 21, MassDEP has awarded the City of Springfield a Sustainable Materials Recovery Program Grant for Small Scale Initiatives ("Grant") valued at up to \$2,000. The City of Springfield shall comply with the specific terms and conditions described below in the performance of the Grant.

RESPONSIBILITIES OF THE GRANTEE

1. Authority: The Signatory of this Grant Agreement is authorized by the governing body of the Grantee to enter into this Grant Agreement on behalf of the Grantee and accept and utilize this Grant.
2. Commonwealth Terms and Conditions: The Grantee shall comply with the Commonwealth Terms and Conditions and other requirements set forth in the Grantee's executed Master Service Agreement #EQEP02C/D/E.
3. Failure to Comply: If, in the judgment of MassDEP, the Grantee fails to comply with any of its responsibilities identified in this Grant Agreement, then, at the election of MassDEP, (a) the Grantee shall repay the grant funds to MassDEP within 90 days; and/or (b) title to all grant materials purchased with these grant funds immediately and without any further steps shall be transferred to MassDEP; and/or (c) MassDEP may find the Grantee not eligible to seek another Sustainable Materials Recovery Program Grant for up to three years. MassDEP may provide written notice to the Grantee of any such failure to comply. Such notice may provide a time period and manner for the Grantee to cease or remedy the failure. Such notice from MassDEP of any such failure by the Grantee is not a precondition to MassDEP's right to select options (a), (b), and/or (c) above. The Grantee shall follow the instructions of MassDEP regarding possession of the grant materials. The Parties hereby agree to execute any and all documents necessary to accomplish said transfer. Furthermore, the Grantee shall transfer or arrange to transfer actual possession of said materials to an authorized representative of the Commonwealth of Massachusetts or its designee.
4. Recycling in Practice: The Grantee has established paper, bottle and can recycling in all municipal offices and meeting spaces, excluding schools. The grantee shall continue such paper, bottle and can recycling during the term of the Grant.
5. Buying Recycled Products: The Grantee has established a written policy which promotes a preference for the purchase of recycled products in lieu of non-recycled products and all staff with purchasing authority are aware of and are following the established policy during the term of the Small Scale Contract.
6. Use of Grant Funds: Indicate below how grant funds will be used (choose only one).
☒ Grant funds will be spent on one or more of the following pre-approved expenses:
 - a. Compost bins and kitchen scrap buckets
 - b. Recycling bins
 - c. Public space and outdoor event recycling containers
 - d. Recycling outreach and educational materials
 - e. Mercury, paint, automotive waste collection equipment, and/or

- f. Purchase and testing of green cleaning products
- g. Purchase and testing of compostable foodservice ware

- ☐ OR, Grant funds will be used to purchase goods and/or services listed below which are not on the pre-approved list above, but have been approved by MassDEP through its signature below:

Description of goods/service	Dollar amount

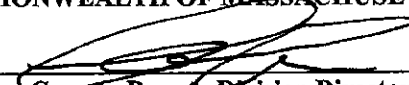
7. **Procurement:** The Grantee is responsible for all aspects of the procurement process. Equipment purchased under this Grant must either:
- a. be purchased from State Contract FAC61 (Massachusetts State Contract for Recycling Containers and Compost Bins). For more information on FAC61 visit: <http://www.mass.gov/eea/agencies/massdep/recycle/reduce/assistance-for-municipalities.html#5>, or
 - b. adhere to a 30% recycled content for all non-metal equipment, e.g., public space containers, compost bins, etc., or
 - c. be purchased from another State Contract
8. **Invoicing:** All grant funds are disbursed on a reimbursement basis only. The Grantee shall submit one request for reimbursement, no later than June 30, 2015, to MassDEP for approved expenditures accompanied by the following documentation:
- a. proof of purchase in the form of an invoice which lists the vendor name and address, item purchased, item price, extended price and shipping costs if any;
 - b. certification from the vendor that the product contains a minimum of 30% recycled content, if non-metal equipment purchased is not listed in State Contract FAC61;
 - c. digital photos of the installed equipment, if equipment is purchased (e.g., public space containers or universal waste shed); and
 - d. copies of all outreach materials and publicity tools developed (hard copy and in an editable electronic format).
9. **Publicity and Outreach:**
- a. Custom outreach materials and all publicity tools (i.e., press releases, media advisories, etc.) issued by the Grantee in conjunction with or as a result of this grant shall include the following language: "This project is funded in part by a grant from the Massachusetts Department of Environmental Protection". Printed outreach materials shall be printed double-sided on 30% post-consumer recycled paper.
 - b. MassDEP shall retain the right to utilize and disseminate all printed outreach materials and publicity tools and artwork produced by the Grantee or the Grantee's contractor as a result of this Grant. The Grantee shall provide MassDEP with copies of all outreach materials and publicity tools developed (in hard copy and an editable electronic format).
 - c. The Grantee should be prepared to provide a public presentation on the results or findings of the Grant at the request of MassDEP.
10. **Environmental Compliance:** The Grantee understands receipt of a Grant from MassDEP does not in any way imply that the Grantee is in full compliance with all applicable environmental regulations. This Grant Agreement shall not be construed as, nor operate as, relieving the Grantee or any other person of the necessity of complying with all applicable federal, state, and local laws, regulations and approvals. The Grantee's facility(ies) are subject to inspection at any

time by MassDEP and noncompliance with applicable environmental regulations may result in formal enforcement actions, including penalties.

11. Addendums: Should MassDEP award additional grant funds, an addendum to the Grant Agreement shall be provided to the Grantee. The same terms and conditions apply to the addendum.

IN WITNESS WHEREOF, MassDEP and the Grantee hereby execute this Grant Agreement.

COMMONWEALTH OF MASSACHUSETTS

By: 
Greg Cooper, Deputy Division Director
Consumer Programs, Bureau of Waste Prevention
Department of Environmental Protection

10/21/14
(Date)

City of Springfield

By: CHRISTOPHER M CIGNOLI DPW Dir
(Signature and Title)

10-21-14
(Date)

Christopher M Cignoli
(Print Name)

COMMONWEALTH OF MASSACHUSETTS CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May
2004



CONTRACTOR LEGAL NAME: *City of Springfield*
CONTRACTOR VENDOR/CUSTOMER CODE: *VC 6000192140*

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.

CE SO

Signature

Date: *9-22-14*

Title: *DPW Director*

Telephone: *413-750-2808*

Fax: *413-787-6212*

Email: *CCIGNOLI@SPRINGFIELD.CITYHALL.COM*

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

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

COMMONWEALTH OF MASSACHUSETTS

CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May
2004



CONTRACTOR LEGAL NAME: *City of Springfield*
CONTRACTOR VENDOR/CUSTOMER CODE: *VC 6000192140*

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.)

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CE SO

Signature

Date: *9-22-14*

Title: *DPW Director*

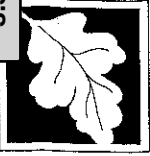
Telephone: *413-750-2808*

Fax: *413-787-6212*

Email: *CCIGNOLI@SPRINGFIELD.CITY.HALL.COM*

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

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



Massachusetts Department of Environmental Protection
Bureau of Waste Prevention
Sustainable Materials Recovery Program

Checklist for Small-Scale Initiatives Grant Award

Instructions:

- Note the following deadlines and requirements for this grant.
- Complete Section 6 of the Grant Agreement (sent to the municipal Recycling Contact) and return a signed original to Emily Martin, MassDEP no later than Feb. 1, 2015.
- Do not expend funds for which you intend to seek grant reimbursement until AFTER a Grant Agreement has been executed.

All funds must be spent and invoices received by MassDEP by June 30, 2015.

STEP ONE: Use of Grant Funds

A copy of the Grant Agreement has been sent to the municipal Recycling Contact copied on the enclosed award letter. Section 6 of the Grant Agreement requests information on how your municipality intends to spend its Small Scale Initiative grant funds. Please select one of the two options listed in the Grant Agreement by checking the appropriate box. If you select the second option, you must contact Emily Martin (contact info below) to obtain approval for the proposed use of funds, prior to returning the Grant Agreement.

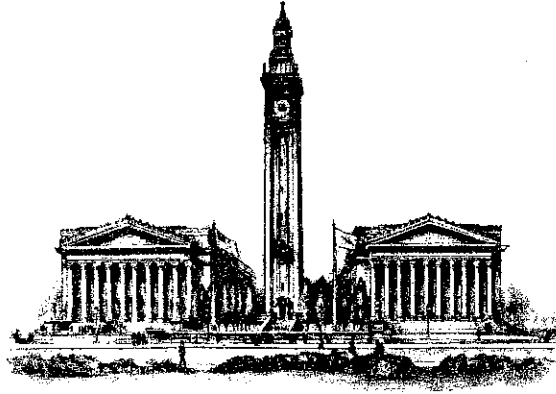
STEP TWO: Grant Agreement

The Grant Agreement must be signed by one of the individuals listed on page 1 of the Authorized Signatory Listing form, which your municipality filed with MassDEP. For reference, a copy of your Authorized Signatory Listing has been sent to the municipal Recycling Contact. The signed original Grant Agreement must be returned to the address listed below no later than February 1, 2015.

Contact Emily Martin with any questions: 617-348-4004 or Emily.Martin@state.ma.us

Return completed documents to:

Emily Martin
 MassDEP, Consumer Programs
 One Winter Street, 7th Floor
 Boston, MA 02108



THE CITY OF
SPRINGFIELD, MASSACHUSETTS



June 10, 2015

Emily Martin
MassDEP- Consumer Programs
1 Winter Street, 7th Floor
Boston, MA 02108

Dear Ms. Martin:

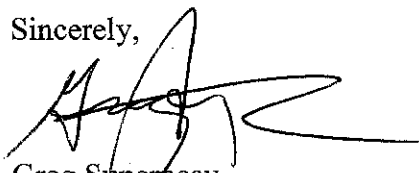
The City of Springfield is requesting reimbursement for eligible costs, as designated in our signed Grant Agreement, under the Small-Scale Initiative grant program of MassDEP's Sustainable Materials Recovery Program.

We understand that the City of Springfield can submit only one request for reimbursement under this program and that unused funds, if any, will be forfeited.

The City of Springfield request reimbursement in the amount of \$2,000 representing expenses incurred through 5/31/2015. Attached please find eligible invoices as detailed below.

Recycling Outreach/Education Materials	\$2,503.78
TOTAL Spent:	\$2,503.78

Sincerely,



Greg Superneau
Assistant Solid Waste manager
City of Springfield, DPW

The Republican.

SEND PAYMENTS TO:

The Republican
Post Office
P. O. Box 5310
New York, NY 10087-5310

Advertising Invoice and Statement

Billing Period		Advertiser / Client Name	
05/01/2015 - 05/31/2015		Springfield Dept. Of Public Works	
Billing Date	Advertiser Account #	Customer Account #	
05/31/2015	129164	129164	
Total Amount Due	* Unapplied Amount	Terms of Payment	Page
\$2,503.78	\$0.00	Upon Receipt	1
Current Period	30 Days	60 Days	90 Days
\$2,503.78	\$0.00	\$0.00	\$0.00

Payment Terms: Due Upon Receipt

View your monthly statements online at
<http://ai.prestelgence.com/ai4>

Springfield Dept. Of Public Works
Works--Solid Waste Dept.
Attn Greg Superneau
70 Tapley Street
Springfield, MA 01104 USA

Amount Paid: \$

Check #:

Amount to Pay: \$2,503.78

PLEASE DETACH AND RETURN UPPER PORTION WITH YOUR REMITTANCE

Date	Ad# - Trans#	PO/Description	Rate Info	Size/Quantity	Amount
4/30/2015		Balance Forward	83.00	16320	\$0.00
5/28/2015	0002924077	Val Saver Value Saver	54.00	10000	1,354.56
5/28/2015	0002924083	Val Saver Extras Value Saver	83.00	7340	540.00
5/31/2015	0002924095	Val Saver El Pueblo Value Saver			609.22
Amount to Pay:					\$2,503.78

P.O. 15013936

Not Done
6/9/15

The Republican.

1860 Main Street
Springfield, MA 01101

ADVERTISING BILLING: BILLING@REPUB.COM
ETAIL ADV.: (413) 788-1250
CLASSIFIED ADV.: (413) 788-1234
(413) 788-1100

5a1™

Billing Period		Advertiser / Client Name	
05/01/2015 - 05/31/2015		Springfield Dept. Of Public Works	
Billing Date	Advertiser Account #	Customer Account #	
05/31/2015	129164	129164	
Total Amount Due	* Unapplied Amount	Terms of Payment	Page
\$2,503.78	\$0.00	Upon Receipt	1
Current Period	30 Days	60 Days	90 Days
\$2,503.78	\$0.00	\$0.00	\$0.00



City of Springfield

ADOPTED

Meeting: 09/14/15 07:00 PM
Initiator: Melanie Acobe
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3178

3.33

Public Libraries Fund Grant Increase - No Match Required \$325.86 (Mayor Sarno)

WHEREAS, the Springfield City Libraries Department has been awarded a Library Fund grant increase in the amount of \$325.86 from the Commonwealth of Massachusetts Board of Library Commissioners in 2008; and

WHEREAS, the Department intends to use the grant funds to further music-related programs or purposes and provide an additional benefit; and

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

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

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

Public Libraries Fund Grant Increase - No Match Required \$325.86

RESULT: PASSED BY VOICE VOTE



The Commonwealth of Massachusetts
Department of the State Treasurer

3.33.a

Timothy P. Cahill
TREASURER AND RECEIVER GENERAL

PAGE : 001

EFFECTIVE DATE: 5/19/08
CHECK NUMBER : 2316756
CHECK AMOUNT : \$325.86

Electronic funds transfer (EFT) is the preferred method of payment for all payees doing business with the Commonwealth. You can sign up through the department you do business with or visit <https://massfinance.state.ma.us>. Click on VendorWeb and follow the instructions. This web site is also a resource you can use for all your payment information.

PAYMENT REFERENCE LOCATION	DOCUMENT ID DEPARTMENT	TELEPHONE	AMOUNT
0033391SPRINGFIELD One Ashburton Place RESTITUTION	GAX AG005160800000000033391 ATTORNEY GENERAL OFFICE	617-727-2200 2631	325.86

Deposit to: # 2898 Fund

Need to spend on music

\$325.86

↓ FOLD, CREASE AND TEAR ALONG PERFORATION ↓

THE FACE OF THIS DOCUMENT HAS A GREEN BACKGROUND ON WHITE PAPER. IT ALSO CONTAINS A WATERMARK. HOLD TO LIGHT TO VIEW.

The Commonwealth of Massachusetts
Department of the State Treasurer

CHECK NUMBER 0002316756
CHECK DATE 5/19/08
53-7524
113

VENDOR CUSTOMER ID
VPAGVCLMONLY

PAY*****325*DOLLARS*AND*86*CENTS****

TO THE ORDER OF SPRINGFIELD CITY LIBRARY
220 STATE STREET
SPRINGFIELD MA 01103-1772

SOVEREIGN BANK
CHECK AMOUNT
\$325.86

Timothy P. Cahill, Treasurer

⑈0002316756⑈ ⑆011375245⑆ 00088880505⑈

Packet Pg. 251

Attachment: Public Libraries Fund Grant Increase (3178 : Public Libraries Fund Grant Increase - No Match Required \$325.86)



MARTHA COAKLEY
ATTORNEY GENERAL

THE COMMONWEALTH OF MASSACHUSETTS

OFFICE OF THE ATTORNEY GENERAL

ONE ASHBURTON PLACE
BOSTON, MASSACHUSETTS 02108

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

May 20, 2008

Emily Bader, Director
Springfield City Library
220 State St.
Springfield, MA 01103-1772

RE: Compact Disc Minimum Advertised Price Antitrust Litigation

Dear Director Bader:

I am pleased to inform you that your library has been selected to receive a supplemental cash distribution in connection with the settlement of the antitrust case brought by my office and Attorneys General in other states against certain music companies and retailers. With this letter you should receive a check representing your share of this supplemental cash distribution.

As approved by the court, this supplemental cash distribution must be used to further *music-related programs or purposes*, and must provide an *additional* benefit -- it cannot be used to replace other monies or existing funding for music-related programs or projects. For example, the funds can be used to expand your CD collections, or to invest in other music-related programs. In addition, use of these funds for any administrative expenses related to your music-related programs should be kept to a minimum.

If you have any questions about your cash distribution, you can contact either Keith McWhorter, Paralegal in Attorney General's Antitrust Division, at (617) 727-2200, ext. 2943, or Marlene Heroux, Reference Information Systems Specialist, Massachusetts Board of Library Commissioners, at (617) 725-1860, ext. 250.

I thank you for your assistance, and the assistance of the Massachusetts Board of Library Commissioners, in making this distribution possible.

Cordially,

Martha Coakley

Attachment: Public Libraries Fund Grant Increase (3178 : Public Libraries Fund Grant Increase - No Match Required \$325.86)





City of Springfield

ADOPTED

Meeting: 09/14/15 07:00 PM
Initiator: Melanie Acobe
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3176

3.34

FY6 One Care Funding Grant Increase- No Match Required \$100.00 (Mayor Sarno)

WHEREAS, the Department of Elder Affairs has been awarded a Dual Once Care Fund Rate Grant increase of \$100 from the Massachusetts Executive Office of Elder Affairs; and

WHEREAS, the grant funds provide counseling and assist Medicare/Medicaid beneficiaries ages 21-64 to know their rights and health insurance choices including Integrated Care Organizations in Massachusetts (One Care); and

WHEREAS, the Department intends to use the grant funds to provide expanded outreach plans to educate community-based disability agencies, providers, caregiver's and family members and support groups in an effort to target dually-eligible consumers ages 21-64 for information and access to One Care provider benefits. The department will ensure and provide access to a language interpreter line to serve limited English proficient (LEP) consumers within service area via telephone and provide on-going feedback to state office about counseling sessions, outreach activities and best practices; 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:

FY16 One Care Funding Grant Increase - \$100.00

Order (ID # 3176)

Meeting of September 14, 2015

RESULT: PASSED BY VOICE VOTE

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

CONTRACTOR LEGAL NAME: CITY OF SPRINGFIELD (and d/b/a):	COMMONWEALTH DEPARTMENT NAME: Executive Office of Elder Affairs MMARS Department Code: ELD
Legal Address: (W-9, W-4, T&C): 36 Court St., Springfield, MA 01103-1699	Business Mailing Address: One Ashburton Place, 5 th Floor Boston, MA 02108
Contract Manager: Alicia Germain or Katie Ryan Collins	Billing Address (if different):
E-Mail: agermain@springfieldcityhall.com or kcollins@springfieldcityhall.com	Contract Manager: Margarita Feldman
Phone: 1-413-750-2893 Fax: 1-413-750-2694	E-Mail: margarita.feldman@state.ma.us
Contractor Vendor Code: VC6000192140	Phone: 617-222-7423 Fax: 617-727-9368
Vendor Code Address ID (e.g. "AD001"): AD_001 (Note: The Address ID must be set up for EFT payments.)	MMARS Doc ID(s): CT-ELD- DUALONECARE01192SPNG X
	RF/Procurement or Other ID Number: ELD-RFR-2013-03
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 ☒ CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: June 30, 2015 Enter Amendment Amount: \$ <u>100.00</u> (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) ☒ Amendment to Scope or Budget (Attach updated scope and budget) ☐ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ☐ Contract Employee (Attach any updates to scope or budget) ☐ Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. ☐ Commonwealth Terms and Conditions ☒ Commonwealth Terms and Conditions For Human and Social Services	
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. ☐ Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) ☒ Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$ <u>12,700.00</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 (GL c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy .)	
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Contract is extended through 6/30/2016 and funding of \$100 is added as a placeholder amount for SFY 16.	
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, 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, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.	
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2016</u> with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.	
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions , this Standard Contract Form including the Instructions and Contractor Certifications , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.	
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>[Signature]</u> Date: <u>6/25/15</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Domenic J. Sarno, Mayor</u> Print Title: <u>Mayor of the City of Springfield, MA</u>	AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>[Signature]</u> Date: <u>6/26/15</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Peto J. Tiernan</u> Print Title: <u>Director of Administration & Finance</u> <u>Accounting & Contracting</u>

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osd 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 Elder Affairs	
Legal Address: (W-9, W-4, T&C): 36 Court St., Springfield, MA 01103-1699		MMARS Department Code: ELD	
Contract Manager: Alicia Germain or Katie Ryan Collins		Business Mailing Address: One Ashburton Place, 5th Floor Boston, MA 02108	
E-Mail: agermain@springfieldcityhall.com or kcollins@springfieldcityhall.com		Billing Address (if different):	
Phone: 1-413-750-2893 Fax: 1-413-750-2694		Contract Manager: Margarita Feldman	
Contractor Vendor Code: VC6000192140		E-Mail: margarita.feldman@state.ma.us	
Vendor Code Address ID (e.g. "AD001"): AD_001 (Note: The Address ID must be set up for EFT payments.)		Phone: 617-222-7423 Fax: 617-727-9368	
		MMARS Doc ID(s): CT-ELD- DUALONECARE01192SPNG	
		RFR/Procurement or Other ID Number: ELD-RFR-2013-03	
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: June 30, 2015 Enter Amendment Amount: \$ 100.00 (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) ☒ Amendment to Scope or Budget (Attach updated scope and budget) ☐ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ☐ Contract Employee (Attach any updates to scope or budget) ☐ Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. ☐ Commonwealth Terms and Conditions ☒ Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. ☐ Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) ☒ Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$ 12,700.00 .			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___ % PPD; Payment issued within 15 days ___ % PPD; Payment issued within 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.) Contract is extended through 6/30/2016 and funding of \$100 is added as a placeholder amount for SFY 16.			
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, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date . ☐ 3. were incurred as of, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of June 30, 2016 with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions , this Standard Contract Form including the Instructions and Contractor Certifications , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u><i>Domenic J. Sarno</i></u> Date: <u>6/25/15</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Domenic J. Sarno, Mayor</u> Print Title: <u>Mayor of the City of Springfield, MA</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u><i>Pete J. Tiernan</i></u> Date: <u>6/29/15</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Pete J. Tiernan</u> Print Title: <u>Director of Administration & Finance</u> <u>Accounting + Contracting</u>	

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NEW CONTRACTS (left side of Form):

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

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

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

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

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

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

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

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



COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

COMMONWEALTH TERMS AND CONDITIONS

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

COMPENSATION

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

PAYMENTS AND PROMPT PAY DISCOUNTS

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

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

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

ANTICIPATED START DATE

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

CONTRACT END DATE

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

CERTIFICATIONS AND EXECUTION

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

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

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

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

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

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

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

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

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

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

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

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



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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, s. 39R, G.L. c.149, s. 27C, G.L. c.149, s. 44C, G.L. c.149, s. 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, s. 26, s. 27 and s. 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, s. 9C. A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

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

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

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

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

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

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

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

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



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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.

PURCHASE OF SERVICE - ATTACHMENT 1: PROGRAM COVER PAGE**PROGRAM INFORMATION**

Contractor Name: City of Springfield (Dept. of Elder Affairs)	Department Name: Executive Office of Elder Affairs
Program Type: SHINE Counseling, Outreach and Training Consortia - ONE CARE FUNDING	Document ID #: CT-ELD- DUALONECARE01192SPNG
Program Name: SHINE Program	UFR Program #:
Program Address: 36 Court St.,	MMARS Activity Code: 8036
City/State/Zip: Springfield, MA 01103-1699	Other Reference Information (Information Purposes Only):
Contact Person: Alicia Germain or Katie Ryan Collins Telephone: 1-413-750-2893 fax - 1-413-750-2694	Contact Person: Cynthia Phillips, SHINE Director Telephone: (617) 222-7416

RFR INFORMATION: Attached X RFR Reference # RFR-2013-03

legislative exemption emergency collective purchase interim amendment

SCOPE OF SERVICES: Bidder's Response Attached X Description of Services Attached

TOTAL ANTICIPATED CONTRACT DURATION: 07/01/2014 to 06/30/2016

INITIAL DURATION: 07/01/2014 to 06/30/2015

OPTIONS TO RENEW: _____ options to renew for _____ years each option

FISCAL TERMS

	FUNDING SUMMARY					
	Prior Years		Current Year		Future Years	
	FY	Amount	FY	Amount	FY	Amount
PRICE IS ESTABLISHED THROUGH: (CHECK 1, 2, OR 3)	2014	\$ 2,266.35	2015	\$10,333.65	2016	\$100.00
OPTION 1: PRICE AGREEMENT (list price) \$ _____ rate regulation (if any) _____						
OPTION 2: SUMMARY BUDGET ("T" lines only) unit rate _____ cost reimbursement _____ other _____						
OPTION 3: COMPLETE BUDGET X cost reimbursement unit rate _____ other _____						
	Total: \$2,266.35		Total: \$10,333.65		Total: \$100.00	
	Multi-Year Total:					\$12,700.00

CURRENT
MAX OBLIGATION: \$10,333.65 UNIT RATE: \$ _____ per _____ # BILLABLE UNITS: _____

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

2015 Contractor Name: City of Springfield (Dept. of Elder Affairs) Amendment #3, if Applicable: Federal Funds, CFDA #: 93.626

PURCHASE OF SERVICE - ATTACHMENT 3: FISCAL YEAR PROGRAM BUDGET

[illegible]

Commercial Fee, if applicable, for for-profit contractors only (for informational purposes only; not to be included in the price paid by the Commonwealth): % \$; N/A for Cost Reimbursement A. \$ Subtotal of offsets which are for non-reimbursable costs. Non-reimbursable costs must be shown in detail on Attachment 5 when the program is subject to the provisions of

Sensitivity level - low



Order Approving Donation of Services, Labor and Materials for Police Memorial (Mayor Sarno, At-Large Councilor Ashe)

WHEREAS, there are monuments dedicated to police officers killed in the line of duty ("Police Memorial") located on the plaza outside Springfield Police Department ("SPD") Headquarters at 130 Pearl Street; and

WHEREAS, three (3) local organizations have offered to donate professional services, labor and materials in order to refurbish the Police Memorial; and

WHEREAS, the Brennan Family Foundation ("Foundation") is an organization that makes contributions and donations to many non-profit and civic organizations. The Foundation has offered to donate design services, labor, landscaping (including shrubs, flowers, mulch and sod) and fencing, with a value of approximately \$6,500, to refurbish the area surrounding the Police Memorial located in front of Springfield Police Department Headquarters at 130 Pearl Street; and

WHEREAS, Ottani Landscape Design, a local design and landscaping firm that works closely with the Foundation, has designed the improvements (see attached Exhibit A) and has agreed to donate approximately \$792 for 24 hours of labor toward the project, to install new shrubs, flowers, mulch and sod, at the Police Memorial; and

WHEREAS, Tree Corp., a local tree company, has agreed to donate \$500 for the labor to remove the existing shrubs, bushes and mulch, at the Police Memorial; and

WHEREAS, the SPD has requested that the City Council authorize the acceptance and use of the donated design services, labor, landscaping materials (including shrubs, flowers, mulch and sod) and fencing, in order to refurbish the Police Memorial; and

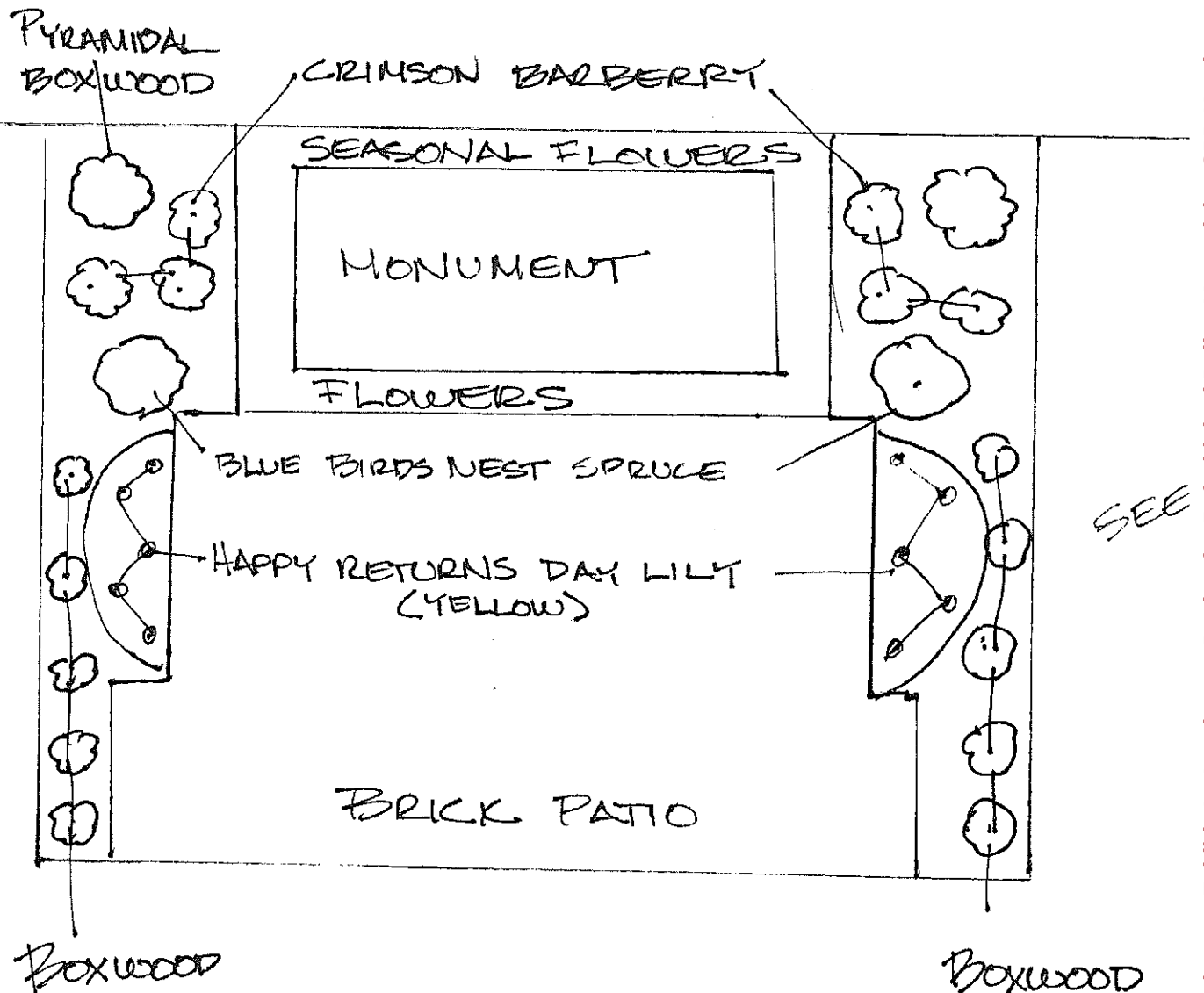
WHEREAS, the SPD has planned a ceremony to celebrate the refurbishing of the Police Memorial during the week of September 21-26, 2015; and

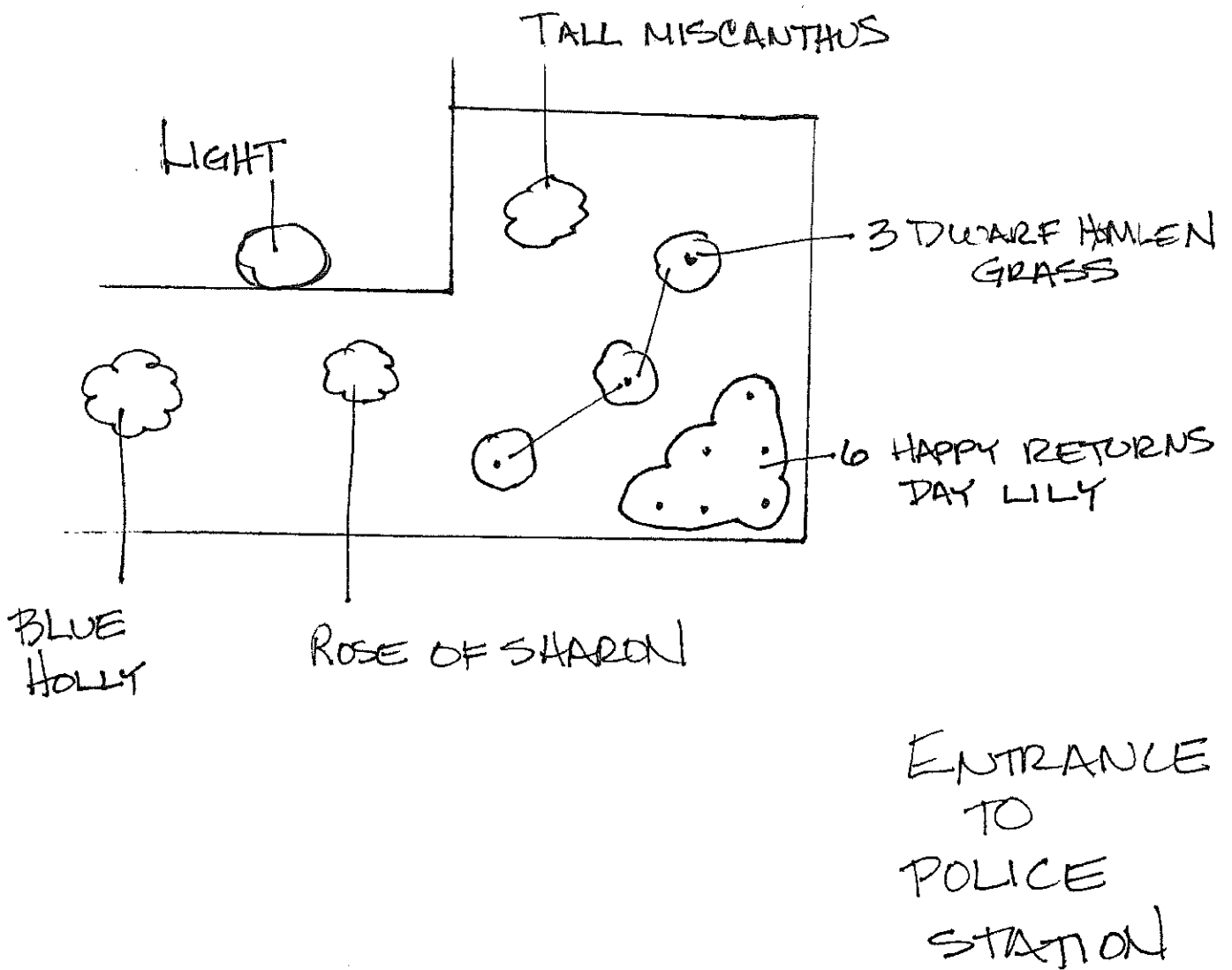
NOW THEREFORE BE IT ORDERED, acting pursuant to Mass. Gen. Laws ch. 44, sec. 53A 1/2, that the City Council hereby accepts these donations of design services, labor and landscaping materials (including shrubs, flowers, mulch and sod) and fencing on behalf of the City, and authorizes the Department to use the same for the Police Memorial, subject to the approval of the Mayor.

RESULT: PASSED BY VOICE VOTE



DESIGN FOR MEMORIAL AT SPRINGFIELD POLICE STATION PEARL ST







City of Springfield

ADOPTED

Meeting: 09/14/15 07:00 PM
Initiator: Lindsay B. Hackett
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3194

3.36

Police Department Donation - \$50.00 (Mayor Sarno)

WHEREAS, the Police Department has been awarded a donation of \$50.00 from Theresa Gosselin and;

WHEREAS, the donor has requested that the funds be used for the Department's K9 Fund and;

WHEREAS, the Department intends to use the donation funds donation funds for general purposes as requested by the donor; and

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

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

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

Police Department Donation \$50.00

Teresa Gosselin, Springfield, MA

RESULT: PASSED BY VOICE VOTE



City of Springfield

WITHDRAWN

4.37

Meeting: 09/14/15 07:00 PM

Initiator: Thomas Moore

Sponsors: Mayor Domenic J. Sarno

DOC ID: 3207

Order Approving MOU Agreement with Local Communities for Shared Bike Path Program (Mayor Sarno)

Please see attached materials

Please see attached materials

RESULT: WITHDRAWN

MEMORANDUM OF UNDERSTANDING FOR PIONEER VALLEY BIKE SHARE SYSTEM

by and among the
Cities of Springfield, Holyoke, Northampton,
Town of Amherst,
Pioneer Valley Planning Commission
And
University of Massachusetts, Amherst

revised 7-30-17

This memorandum is agreed to by and among the Cities of Springfield, Holyoke and Northampton, the Town of Amherst, the Pioneer Valley Planning Commission and the University of Massachusetts, Amherst, collectively the "parties". The agreement creates a partnership for purposes of establishing, managing and operating a Regional Bike Share System for the Pioneer Valley.

WHEREAS, bike sharing programs can be a useful means to extend the public transit system, reduce auto trips, provide short-range commuting alternatives and provide opportunities for exercise;

WHEREAS, as part of broader goals to create more sustainable communities and promote healthy non-motorized transportation alternatives, the parties wish to plan and implement a Regional Bike Share Pilot (the "Project");

WHEREAS, a Regional Bike Share System can provide savings in capital and operating costs and provide opportunities for community collaboration;

WHEREAS, the parties have recognized that while many of the parties may have an individual contract with a vendor, many of the revenues from a Regional Bike Share System arise from the system as a whole, and many of the costs of the Regional Bike Share System can be shared and not duplicated, thus reducing costs to all parties;

NOW, THEREFORE, the parties agree to:

- Work together to seek grant funding for purchasing the capital equipment needed for a bike sharing program;
- Develop a collaborative business plan for a bike share program;
- Work together to select and engage a preferred Vendor to operate a bike share program;
- Identify and share a common and compatible bike share equipment model, even if the program is phased in its implementation;
- Designate a lead community or agency to oversee operations.

NOW, THEREFORE, the parties agree to work together to implement the Project as follows:

1. Purpose of Agreement

The purpose of this agreement is to define an organizational structure for implementing the Project, to ratify the financial and logistical commitments that the parties have made to the Project, and to set forth basic policy directions for the Project.

2. Project Description and Purpose

The Project will deploy bike share bicycles at stations along rail and transit lines, and other areas of dense population or employment, and other key destinations in Amherst, Springfield, Northampton and Holyoke. Its objective is to pilot low-emissions bike-sharing strategically in downtown urban centers of varying sizes and population densities in close proximity to transit services located in Priority Development Areas (PDA), or Transit Oriented Development (TOD) Areas, or other areas with high potential for use. This Project will demonstrate and test the potential to effectively reduce single-occupancy vehicle travel to transit stops by offering bicycles as a first- and last-mile transportation alternative, thereby reducing vehicle miles traveled and greenhouse gas emissions and improving local air quality. It will also work to expand the viability of bicycling as a stand-alone mode of travel.

The Project will provide bicycles for use by program members (e.g. memberships may be daily, weekly, and annually) from unattended stations, incentivizing short-term use (e.g. 30 minutes). The bicycles will be tamper and vandalism proof and will employ radio-frequency identification smartcards and wireless and internet technologies to coordinate and track bicycle reservations, pick-up, drop-off, and subscriber information. This advanced technology system will track user demand and provide a mechanism to maintain a balanced distribution of bikes within each host community, and the desirable number of bikes and spare parking within each station.

3. Steering Committee

- a. The parties agree to work together through a Steering Committee that will make Project policy decisions, coordinate the activities of the parties, and otherwise ensure the completion of the Project.
- b. The Steering Committee will consist of one designated representative and one alternate member from each of the following parties: the Cities of Springfield, Holyoke and Northampton, the Town of Amherst, Pioneer Valley Planning Commission and University of Massachusetts Amherst. Each signatory shall have one voting member, which shall be the designated representative, or in the absence of the designated representative, the alternate member. The alternate member can be delegated to act on behalf of the designated representative if needed (e.g. the Mayor or his/her representative). Each party with a designated representative will have the right to change its designated representative upon five (5) days written notice to the parties.

- c. The participating communities and other signatories will each establish their own internal decision making processes for managing their components of the bike share project, and decisions will be made collaboratively with all relevant stakeholders.
- d. The Steering Committee shall hold such meetings as it deems necessary, which may be called at any reasonable time by any designated representative. Meetings may be in person, by teleconference or a combination. Any party may attend a meeting, but decisions shall be made by designated representatives or their alternates in accordance with Section 3b.
- e. The goal of the Steering Committee will be to strive to reach decisions by consensus (i.e. a unanimous vote of all designated representatives), with each of the designated representatives being entitled to one vote. An absent designated representative may vote by giving a written proxy to another designated representative. The Steering Committee shall endeavor in good faith to reach consensus in resolving all matters. If a consensus cannot be reached, the Steering Committee may reach decisions by a 2/3 majority vote of members present.

4. Responsibilities of Parties

a. Role of Lead Party and Program Administrator

(1) One community or entity will be designated to serve as Lead Party and Program Administrator for the Project. In consultation with the Steering Committee, project tasks may be assigned to a vendor under the oversight of the Program Administrator. The Program Administrator will be responsible for:

- Serving as the lead applicant, on behalf of the parties, for grant applications to fund capital costs and other costs for the regional bike share system;
- Serving as the lead contractor, on behalf of the parties, for contracts with vendors.
- The Lead Party may not be named until the project proceeds.

b. Role of Municipalities, University of Massachusetts Amherst and Other Signatories

(1) The participating municipalities, University of Massachusetts Amherst, and other signatories agree to commit to participating in a pilot scale regional bike share program. The terms and details of this program will be developed and approved by all participants as addenda to this MOU, and are subject to the terms identified in Section 10, "Project Understanding".

(2) The participating municipalities, University of Massachusetts Amherst, and other signatories, are responsible for the local coordination and implementation of bicycle share pilot elements within their jurisdiction including:

- Choosing and/or advising the vendor(s) on kiosk sites.

- Assisting to obtain any necessary permits, leases, licenses or other preferred implementing mechanisms to vendor/Program Administrator for bicycle share locations.
- Obtaining signed agreements for bike share service to be provided if required.
- Engaging local stakeholders, promoting, and marketing the bicycle share pilot.
- Providing the Program Administrator with a summary of local efforts and activities regarding local bicycle share on a quarterly basis during the term of this agreement and within 90 days of the termination of this agreement.
- Maintaining all available Project records to document Project activities and performance. These records shall be maintained in one central location during the term of this agreement and copies shall be submitted to the Program Administrator as they become available.

c. Role of Pioneer Valley Planning Commission (PVPC)

Pending the availability of grant funding for these responsibilities, PVPC will serve the following roles:

- (1) PVPC will organize meetings of the Steering Committee, determine designated representative availability for meetings, provide notice of meetings, distribute materials and information as required, and facilitate meetings.
- (2) PVPC will serve as the fiscal agent for the Project as described in Section 5.
- (3) In consultation with the Steering Committee, PVPC will investigate and evaluate financing and business models for operation of a bicycle share program.
- (4) In consultation with the Steering Committee, PVPC will lead development of the vendor scope of work and technical specifications of the bicycle share system for request for proposals (RFPs) for Project vendors.
- (5) In consultation with the Steering Committee, PVPC will lead and facilitate a state and federally compliant procurement process for selecting vendors necessary for the Project.
- (6) In consultation with the Steering Committee, PVPC will negotiate and execute agreements with the selected vendor(s).
- (7) PVPC will maintain Project records, at one central location, for the term of the agreement.

d. Role of Vendors

(1) In consultation with the Steering Committee, the vendor(s), pursuant to a contract or contracts procured by the Lead Party, will develop and implement the program's regional interface, which will involve revenue collection and sharing, a common system interface for reservations and payments that includes Web-based applications, and marketing.

(2) Vendors will also be needed for other services, including:

- Coordinate marketing;
- Refine business plan;
- Assist in securing commitments of corporate sponsorship.

5. Financial Management

a. PVPC will establish a Project fund and will use monies deposited in this fund solely for Project expenses.

b. PVPC will deposit all monies received from the parties and grants into the Project fund.

c. PVPC will be paid an administrative fee for financial management, commensurate with staff costs for this service, and based upon a project budget which is mutually agreed upon by PVPC and the Steering Committee.

d. PVPC will keep and maintain accurate and comprehensive records of services performed, costs incurred, and reimbursements and contributions received; shall provide for the performance of regular audits of such records; and shall provide quarterly financial reports to the parties.

e. PVPC will provide payment to vendor(s) for purchases and/or operations cost of the project. Payments will be based on the procedures approved by the Steering Committee.

f. The Steering Committee will decide how to allocate any revenue collected through this Project, whether from advertising, sponsorship, subscriber fees, or other program-related activities. Beyond supporting the ongoing operation of the system, revenues may be used to extend the term of the Project, expand coverage within the existing parties' jurisdictions, or to expand coverage to new areas.

g. If a non-community entity is the Lead Party, some of these duties may be transferred to that entity by vote of the Steering Committee.

6. Implementation Policies

a. The parties agree to be bound to the selection results of a shared procurement process for the purposes of equipment purchase and program operation for the Project, and to act in good faith to follow through on the procurement process and to identify and allocate funds to it, said procurement process to comply with applicable state and local laws, ordinances, bylaws, or regulations.

b. Each party agrees that, if required by law or policy, it will present procurement results and the Steering Committee recommendation for vendor selection to its board for approval. The parties agree that a "No" vote by a party's governing board constitutes a withdrawal from the project, upon which the Steering Committee can at its sole discretion reallocate resources under the program.

c. The parties agree to begin immediately to jointly develop a plan to include:

- A process for assigning administration responsibilities (payments, etc.), liabilities, operations and maintenance costs, and capital assets.
- A process for on-going regional coordination and marketing.
- A process to recruit one or more in-region sponsor(s).
- A process for branding and marketing the project, that address both local and regional strategies and opportunities.
- A process for expanding the program through both public and private investments.

d. The parties agree that if any party fails to provide the committed funding in a timely manner, or fails to exercise good faith efforts to obtain the necessary authorizations for bicycle kiosks or to identify alternate locations in a timely manner, the Steering Committee may reallocate grant funding to pilot bike sharing in another existing host community to be determined by vote of the Steering Committee.

e. The parties agree that if a specific bicycle location/station does not generate use, the Steering Committee, after consultation with the host community and vendor, can reallocate the equipment to a higher demand area within that host community.

g. The parties understand that possession and control of bicycles and stations during the project could be through lease or ownership by a regional entity, by the parties jointly, by the selected vendor, or through some other mechanism.

7. Project Sequence.

The next steps in the project sequence, following adoption of this MOU, will include:

- a. Prepare grant applications for Congestion Mitigation and Air Quality (CMAQ) and other federal funding assistance for bike share capital costs;
- b. Initiate discussions to secure sponsorships and advertising;
- c. Prepare and release Invitation for Bids (IFB) or Request for Proposals (RFP) for vendor services to operate bike share program;

- d. Award vendor contract(s);
- e. Complete business plan for project, including usage rates, confirmation of sponsorship, advertising and grants;
- f. Develop marketing plan;
- g. Develop detailed station plan;
- h. Obtain all needed permitting;
- i. Purchase and deploy all capital equipment;
- j. Prepare for System Launch (i.e. publicity, events, set-up and testing of system operations);
- k. System Launch.

8. Addenda and Supplemental Documents to MOU

- a. It is anticipated that this MOU will be supplemented by one or more Addenda, which may be included as part of this MOU by vote of the Steering Committee and by reference. These may include, but are not limited to:
 - Business Plan
 - Operations Plan
- b. A contractual agreement acceptable to the parties shall be included in the IFB or RFP for execution by the vendor(s) and the executed contract shall become part of this MOU by reference. The agreement shall specify details such as:
 - System operation responsibilities
 - Membership and usage fees
 - Sponsorship and advertising revenues
 - Use of revenues and allocation of profits
 - Data sharing

9. Withdrawal from Agreement and Commitment to Participation

- a. A party may voluntarily withdraw from this agreement by providing written notice of its intent to withdraw no later than 30 days before the date of withdrawal.
- b. The parties acknowledge that there are significant unknowns as to capital and operating expenses and grant, sponsorship, and advertising revenue. No signatory hereto is committed to any new investment or costs for the bike share system until there is a better understanding of those commitments and the communities have an opportunity to withdraw if they find the required commitments are deemed not feasible or funding is not available therefor.

c. Signatories will be expected to make a decision on commitment to participating in the bike share program prior to the awarding of a vendor contract.

10. Project Understanding

It is the signatories' expectations that all efforts will be made to achieve the following objectives to keep bike share project costs manageable, subject to change by mutual agreement under the terms of this agreement:

- The parties will seek corporate sponsorships, advertising and grant funds to defray operating costs to the extent feasible;
- A consultant will assist the Steering Committee in identifying a system that can minimize capital and operating expenditures to the extent feasible, whether a smart-bike system that does not require docking stations or a smart docking system;
- The system will use some kind of kiosk or other system so that users without access to smart phones can still use the system;
- Seek to have all initial capital costs funded by programmed CMAQ funds or other grant sources, and not by community contributions or sponsorship agreements (to allow those funds to be used for operational costs);
- To the extent feasible, use a smart rewards system to encourage users to rebalance bicycles to minimize or eliminate the need for a vendor to rebalance bicycles on a daily basis;

Financial commitments can only be made by communities and other signatories by contracts duly executed and by appropriations made in conformity to state law, local charter, and local ordinances or bylaws, as applicable.

11. Amendment of Agreement

This Memorandum of Agreement may be amended at any time by a two-thirds affirmative vote of the Steering Committee.

12. Authorization/Effective Date

This agreement has been authorized by approval of the city council and mayor in the case of cities, and the board of selectmen in the case of towns, in each participating municipality, in accordance with Massachusetts General Laws Chapter 40, Section 4A, and by vote of the Pioneer Valley Planning Commission, and by the University of Massachusetts. This agreement will become effective when it is signed by two or more participating parties.

13. Termination

This agreement, if not superseded by a subsequent agreement in writing, shall terminate after a term of twenty five (25) years, as required by Massachusetts General Laws Chapter 40, Section 4A.

Mayor, City of Northampton

Date

Chair, Selectboard

Date

Town of Amherst

Mayor, City of Springfield

Date

Mayor, City of Holyoke

Date

Executive Director, Pioneer Valley

Date

Planning Commission

University of Massachusetts, Amherst

Date



City of Springfield

ADOPTED

Meeting: 09/14/15 07:00 PM

Initiator: Anthony I. Wilson

Sponsors: Ward 6 Councilor Kenneth E. Shea

DOC ID: 3169

4.38

Non-Binding Question on Common Core Standards (Ward 6 Councilor Shea)

ORDERED, notwithstanding the decision of the Board of Elementary and Secondary Education to the contrary, for the purpose of ascertaining the will of the people of the City of Springfield, the City Council of the City of Springfield, with the approval of the Mayor hereby directs the Board of Election Commissioners to place the following nonbinding public policy opinion advisory question on the official ballot to be used in the City at the municipal election to be held on the third day November in the year two thousand and fifteen:-

THIS QUESTION IS NOT BINDING.

Do you support the Massachusetts Board of Elementary and Secondary Education's decision to adopt Common Core Education standards for the State of Massachusetts?

Yes _____

No _____

RESULT: PASSED BY VOICE VOTE

**City of Springfield**

36 Court Street
Springfield, MA 01103

Meeting: 09/14/15 07:00 PM

Department: Law

Category: General

Prepared By: Anthony I. Wilson

Initiator: Anthony I. Wilson

Sponsors: Ward 5 Councilor Clodo Concepcion

DOC ID: 3181 A

ADOPTED**RESOLUTION (ID # 3181)**

GIC Resolution

WHEREAS, in January 2007, the City of Springfield became the first Massachusetts municipality to join the Commonwealth of Massachusetts Group Insurance Commission (GIC), and currently insures 8,261 active and retired city and school employees, as well as their beneficiaries.

WHEREAS, pursuant to M.G.L. c. 32B, § 19 the City must notify the GIC by December 1, 2015 of any intention to withdraw or the contract will automatically be renewed for two more years. The effective date for the City's withdrawal from GIC coverage would be on July 1, 2016, with coverage ending June 30th, in this scenario.

WHEREAS, there may be other insurance plans that offer a better value to the employees of the City of Springfield.

NOW, THEREFORE, BE IT RESOLVED, that the Springfield City Council urges the Mayor and the Chief Administrative and Financial Officer to review relevant data to determine whether it makes financial sense to go outside of the GIC through public bid for an employee health insurance policy for the City of Springfield.

RESULT: PASSED AS AMENDED -VOICE



City of Springfield

ADOPTED

4.40

Meeting: 09/14/15 07:00 PM
Initiator: Thomas Moore
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3155

Order Approving Tax Increment Financing Agreement with Falvey Linen Supply Inc. (Mayor Sarno)

Please see attached materials

Please see attached materials

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

**Order Authorizing Application for EOA Designation
and
Authorizing Execution and Delivery of Tax Increment Financing**

City of Springfield, Massachusetts

Whereas, economic development is necessary for the long term financial recovery of Springfield; and

Whereas, Falvey Linen Supply Inc. and East Springfield Realty LLC (jointly the “Company”) plans to acquire property located at 100 Brookdale Drive, Springfield, Massachusetts (the “Property”), in the East Springfield Neighborhood of the City of Springfield (the “City”); and

Whereas, the Company plans to improve the usable space for purposes of redevelopment of 100 Brookdale Drive to include the extensive renovation that will be performed within the building. The 243,824 square foot of the building (the “Project”) which will result in approximately a \$7,000,000 investment by the Company, in renovations, personal property, and equipment. The purchase price of the building will be \$3,000,000, which is included in the \$7,000,000.

Whereas, the Company commits to creating 100 full time permanent jobs and supporting part-time employees as needed, in Springfield within one year of obtaining all necessary permits for the Project.

Whereas, the Company is seeking certain property tax incentives from the City over a period of five (5) years commencing on **July 1, 2016 through June 30, 2021**;

Whereas, the City has been designated as an Economic Target Area (“ETA”) by the Massachusetts Economic Assistance Coordinating Council (“EACC”); and

Whereas, the Property is located within an existing Enterprise Community Economic Opportunity Area (“EOA”) as designated by the EACC, which existing designation has a period of less than 5 years remaining; and

Whereas, in order to provide for the proposed five (5) year tax incentive schedule to the portion of the building attributed to the Company uses, it is necessary to de-designate from the existing EOA and hereby create a new EOA designation for 100 Brookdale Drive, hereby named “100 Brookdale Drive EOA” as identified in attached 100 Brookdale Drive EOA Map; and

Whereas, the City wishes to encourage the retention of processing space and investment, within the City, the retention and creation of job opportunities for City

residents, and economic development through the grant of certain tax incentives;
and

Whereas, the Company is committed to both the retention and creation of jobs, investment and economic development, in the City, as outlined in the attached *Tax increment Financing Agreement, By and Between the City and the Company*;

NOW THEREFORE BE IT ORDERED, The Springfield City Council hereby approves and authorizes the Mayor and the Chief Development Officer to apply to the EACC for the revocation of 100 Brookdale Drive's existing EOA designation in the Enterprise Community EOA and to apply for a new EOA designation, with a term of five years, to be named "100 Brookdale Drive EOA", and submit on behalf of the City of Springfield all necessary written municipal approvals pursuant to 402 CMR 2.10(5) and (6) and to take any other actions required under M.G.L. Ch. 23A, Section 3 (E) and its attendant regulations at 402 CMR 2.00;

AND IT IS FURTHER ORDERED, the Springfield City Council hereby approves and authorizes the Mayor and the Chief Development Officer, in the name of and on behalf of the City to execute and deliver the *Tax Increment Financing Agreement, By and Between the City of Springfield & the Company*, in substantially the form as attached hereto as Exhibit A, upon approval of the new EOA designation.

EXHIBIT A

TAX INCREMENT FINANCING AGREEMENT
BY AND AMONG
CITY OF SPRINGFIELD
AND
FALVEY LINEN SUPPLY, INC., OR ITS ASSIGNS

This Agreement is made this _____ day of September , 2015 between the CITY OF SPRINGFIELD, a municipal corporation with a principal place of business at 36 Court Street, Springfield, Massachusetts, acting through its Mayor (hereinafter the "City"), Falvey Linen Supply Inc., a corporation, or its assigns, (hereinafter the "Company") organized under the laws of Rhode Island, with a principal place of business at 50 Burnham Avenue, Cranston, Rhode Island, and East Springfield Realty LLC, a domestic limited liability company, organized under the laws of Massachusetts, with a principal place of business at 23 Walpole Park South, Walpole, Massachusetts 02081 (Falvey Linen Supply Inc., and East Springfield Realty LLC shall hereinafter be jointly known as "the "Company.")

WITNESSETH

WHEREAS, The Company intends to redevelop the usable space within the existing 243,824 square foot building at 100 Brookdale Drive, Springfield, Massachusetts to expand its operations.; and

WHEREAS the Project is expected to result in an estimated capital investment of approximately \$3,000,000 for the purchase of the property and an additional \$4,000,000 for a total project investment of \$7,000,000 in improvements and betterments, while creating 100 new jobs in Springfield for processing, support, maintenance, clerical and management positions.

WHEREAS the Project site, City Assessor's parcel No. 01953-0030, is located within the boundaries of an ETA created in the City, as that term is used in M.G.L. c. 23A, Section 3D, and

WHEREAS the Project site is located within the 100 Brookdale Drive EOA in the City, as that term is used in M.G.L. c. 23A, section 3E; and

WHEREAS the Project is expected to provide economic benefits to the City in expansion of an existing building, reduction of blight, addition of employment in the East Springfield neighborhood, creation of new jobs expected to be filled by City residents, all which are likely to encourage redevelopment and employment in this area; and

WHEREAS, The Company is seeking a Tax Increment Financing Agreement (TIF) from the City, pursuant to M.G.L. c. 23A; c. 40, section 59; and c. 59, section 5, clause 51; and regulations issued pursuant to these statutes; and

WHEREAS, the City is willing to enter into a TIF in return for the acts of the Company of investing in this Project, relocating an existing facility into the city, creating new jobs for city residents, and the resulting expected improvement to the City's economy, tax base, job base, decrease of blight, and encouragement redevelopment;

NOW THEREFORE in consideration of the mutual promises contained herein, the City and the Company do mutually agree as follows:

1. This TIF Agreement will take effect after approval from the Economic Assistance Coordinating Council in **September 23, 2015**.
2. The City and The Company contingent on approval from the Mayor and Springfield City Council enters into this TIF for the Project.
3. This TIF Agreement shall only apply to space at 100 Brookdale which is being utilized by the Company as determined by the City of Springfield Assessor's Department and to taxable personal property acquired by the Company in its commercial laundry operations not subject to the exemptions set forth in Massachusetts General Laws Chapter 59, section 5 (16)(2). This agreement shall not apply to space that is being utilized by other tenants and/or other uses in the building.

The Company agrees to:

- a. redevelop City Assessor Parcel No. 01953-0030 at 100 Brookdale Drive, Springfield, Mass. (the premises);
- b. makes a total capital investment into the Project of approximately \$7,000,000 by November, 2016;
- c. create 100 new jobs in Springfield for processing, support, maintenance, clerical and management positions within one year of obtaining all necessary permits for the Project.
- d. agrees to use best efforts to market and recruit residents of the City of Springfield with priority to residents of the immediate East Springfield Neighborhood and to add to the level of jobs in the area during the effective dates of the TIF;
- e. is responsible for payment of all real estate taxes assessed on the Premises as provided in this TIF.

5. The City shall grant a TIF exemption to the Company in accordance with M.G.L. c. 23A, s. 3A; c. 40, s. 59; c. 59, s. 5 as follows:

a. The exemption shall be granted and shall apply only to the new assessed value of the Premises and personal property used in the Company's commercial laundry operations described in the Project (the "Incremental Value"), not subject to the exemptions set forth in Massachusetts General Laws Chapter 59, section 5 (16)(2), and only to space being utilized by the Company, as determined by the City of Springfield Assessors Department.

b. The Incremental Value shall be that value relating to the Company's own operation which is in excess of the assessed value of the Premises as of January 1, 2016, based on its physical condition as of June 30, 2016.

c. The exemption shall be for a period of five (5) years commencing **July 1, 2016 and ending June 30, 2021**.

d. The exemption shall be calculated for each Tax Year as follows:

(i) The Parties agree that the Base Valuation for fiscal-year 2017 (July 1, 2016-June 30, 2017) will be determined as of January 1, 2016, and is subject to adjustment (increase or decrease) in subsequent years, depending on market conditions.

(ii) For FY17 (July 1, 2016– June 30, 2017), 100 Brookdale Drive shall be assessed at the Base Valuation with **0% taxation** of any Incremental Value.

(iii) For each fiscal year after FY17, the Assessors for the City of Springfield shall determine the Incremental Value of the Premises for that tax year.

(iv) The City shall assess real estate taxes on a portion of the Incremental Value beginning at 20% for FY **2018** and increasing by 20% each year, culminating in 100% taxation of the Incremental Value in FY **2022** and no further exemption thereafter.

(v) The tax exemption to be applied to the schedule applicable to the Premises is as follows:

FISCAL YEAR	TIF YEAR	% INCREMENTAL VALUE EXEMPTED
2016	Base Year	
2017	1	100%
2018	2	80%
2019	3	60%
2020	4	40%

2021	5	20%
2022	Full Value	0%

e. Any exemptions for property taxes realized pursuant to this agreement shall be contingent upon the Company continued occupancy of 100 Brookdale Drive. Except in the case of a natural disaster or similar circumstance, the Company hereby agrees to pay back any property tax benefits realized under this agreement in the event that the Company ceases to occupy 100 Brookdale Drive at any point within a period of ten (10) years after the commencement of this agreement.

5. Upon the failure of the Company to comply with this TIF and to meet all of its obligations contained herein or its inability to cure such non-compliance within a reasonable amount of time, the City reserves the right to apply to the Economic Assistance Coordinating Council for decertification of the Project and to terminate this TIF Agreement and discontinue all exemptions from taxation contained in this TIF Agreement commencing in the Tax Year in which the failure occurs.

6. Notices to be delivered under this TIF Agreement shall be delivered as set forth below:

To the City:

Chief Development Officer
Office of Planning & Economic Development
70 Tapley Street
Springfield, MA 01104

With a copy to

Mayor of City of Springfield
36 Court Street
Springfield, Massachusetts 01103

And a copy to

City Solicitor for City of Springfield
36 Court Street, Room 210
Springfield, Massachusetts 01103

To the Company:

Michael McLaughlin
50 Burnham Avenue
Cranston, RI 02910

With a copy to

Kaitlin O'Hara
50 Burnham Avenue
Cranston, RI 02910

James O'Hara
50 Burnham Avenue
Cranston, RI 02910

7. Unless otherwise expressly provided herein, all notices and other communications given pursuant to this Agreement shall be in writing and shall be sent to the persons at the addresses identified above by

(1) first class, United States Mail, postage prepaid, certified, with return receipt requested, or

(2) hand delivery to the intended address, or

(3) nationally recognized overnight delivery service that provides written proof of delivery.

All such notices and other communications shall be effective on the actual date of delivery, receipt, or rejection of delivery, if known, otherwise

(i) in three (3) Business Days after deposit in United States Mail in case of (1) above,

(ii) actual delivery in case of (2) above, and

(iii) the next Business Day in case of (3) above.)

8. A. The law of the Commonwealth of Massachusetts shall govern the validity, interpretation, construction, and performance of this Agreement.

B. The sole and exclusive forum for the determination of any question of law or fact or any dispute between the parties shall be the Superior Court Department of the Trial Court of the Commonwealth of Massachusetts sitting in Hampden County or the United States District Court for the Western District, both sitting in Springfield, Massachusetts. It is the express intention of the parties that all legal actions and proceedings related to this Agreement or to any rights or relationship of the parties shall be solely and exclusively brought and heard in said courts.

Signed, under seal, by all parties, effective on the last date noted below.

Falvey Linen Supply Inc.

CITY OF SPRINGFIELD

By: James L. O'Hara

Title: President

Date Signed _____

Name: Kevin Kennedy

Title: Chief Development Officer

Date Signed _____

East Springfield Realty LLC,

By: _____

Title: _____

Date Signed _____

Approved as to Appropriation

Reviewed:

City Comptroller

Date Signed _____

Assessors Department

Date Signed _____

Approved as to Form:

Assessors Department

Date Signed _____

Law Department

Date signed _____

Assessors Department

Date Signed _____

Reviewed:

Chief Administrative and Financial Officer
Date Signed _____

Approved:

DOMENIC J. SARNO, Mayor
Date signed -----

Attachment: Falvey Draft TIF Agreement (3155 : Order Approving Falvey Linen Supply Inc. TIF Agreement)



City of Springfield

TABLED

Meeting: 09/14/15 07:00 PM
Initiator: Thomas Moore
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3208

4.41

Order Approving Tax Increment Financing Agreement with CNR MA Corporation (Mayor Sarno)

Please see attached materials

Please see attached materials

RESULT: RULE 20

Next: 9/29/2015 5:00 PM

Order Authorizing Application for EOA Designation
and
Authorizing Execution and Delivery of Tax Increment Financing
City of Springfield, Massachusetts

Whereas, economic development is necessary for the long term financial recovery of the City of Springfield (“Springfield”); and

Whereas, CNR Springfield LLC (“CNR LLC”) owns the property located at 655-735 Page Boulevard, Springfield, Massachusetts (the “Property”), in the East Springfield neighborhood of the City; and

Whereas, CNR LLC has ground-leased the entirety of the Property to its affiliate, CNR MA Corporation (“CNR MA”) (CNR LLC and CNR MA shall be collectively and jointly known herein as the “Company”) pursuant to a ground lease dated as of April 14, 2015, notice of which is recorded in the Hampden County Registry of Deeds; and

Whereas, said ground lease authorizes the Company to construct, own and operate a rail assembly facility and related appurtenances on the Property; and

Whereas, the Company shall be the owner of all of the machinery and equipment located at the Property and shall be solely responsible for obtaining a Massachusetts Department of Revenue manufacturing designation; and

Whereas, in the event that the Company does not obtain a manufacturing designation from the Massachusetts Department of Revenue, it shall be responsible for the payment of all applicable personal property taxes owed under Massachusetts Law; and

Whereas, the Company plans to improve the Property by (i) renovating the existing building for office and related uses, (ii) constructing and equipping a new, approximately 213,000 square foot rail assembly structure, and (iii) installing related rail track improvements, site and landscape improvements, and parking areas (collectively, the “Project”); and

Whereas, the Company will invest approximately \$95,000,000 in the Project, encompassing building construction, site improvements, and the acquisition and installation of personal property, machinery and equipment-; and

Whereas, the Company estimates that the Project will result in the creation of approximately 150 new, full time positions by April, 2018; and

Whereas, it is expected that the new railcar assembly facility will be fully operational by the second quarter of 2017; and

Whereas, the Company is seeking certain real estate tax incentives from the City in respect of the Property and the Project for a period of ten (10) years from July 1, 2017 through June 30, 2027; and

Whereas, the City of Springfield has been designated as an Economic Target Area ("ETA") by the Massachusetts Economic Assistance Coordinating Council ("EACC"); and

Whereas, the Property is located within an already created Enterprise Community Economic Opportunity Area ("EOA") as designated by the EACC, which existing designation has a period of fewer than 5 years remaining; and

Whereas, in order to provide for the proposed ten (10) year tax incentive for the Project, it is necessary to de-designate the Property from the existing EOA and create a new EOA designation for the Property, to be called the "655-735 Page Boulevard EOA" as identified in the attached 655-735 Page Boulevard EOA Map; and

Whereas, the City wishes to encourage the construction of assembly space and associated investment; within the City, the creation of job opportunities for local residents, and economic development through the grant of certain tax incentives; and

Whereas, the Company is committed to the retention of jobs and the creation of new jobs, as well as capital investment and economic development; in the City, as outlined in the attached Tax Increment Financing Agreement by and between the City and the Company;

NOW THEREFORE BE IT ORDERED, that the Springfield City Council hereby approves and authorizes the Mayor and the Chief Development Officer of the City to apply to the EACC for the revocation of existing EOA designation for the Property and to apply for a new EOA designation, with a term of ten years commencing on July 1, 2017, for the property known as 655-735 Page Boulevard, and submit on behalf of the City of Springfield all necessary documents and municipal approvals pursuant to 402 CMR 2.10(5) and (6) and to take any other actions required under M.G.L. Ch. 23A, Section 3 (E) and its attendant regulations at 402 CMR 2.00; and

AND IT IS FURTHER ORDERED, that the Springfield City Council hereby approves and authorizes the Mayor and the Chief Development Officer, in the name of and on behalf of the City, to execute and deliver ~~the~~ Tax Increment Financing Agreement; By and Between the City of Springfield and the Company, in substantially the form as attached hereto as Exhibit A, upon approval of the new EOA designation.

Exhibit A to Resolution

FORM OF TAX INCREMENT FINANCING AGREEMENT
BY AND AMONG
CITY OF SPRINGFIELD

AND

CNR MA CORPORATION

This Agreement is made **as of the** _____ day of _____, 2015 between the City of Springfield, a municipal corporation with a principal place of business at 36 Court Street, Springfield, Massachusetts; **01103**, acting through its Mayor (hereinafter the "City"), and CNR **MA** Corporation, a corporation, organized under the laws of Massachusetts, with a **business address of 100 Summer Street, Suite 1605, Boston, Massachusetts 02110** (hereinafter "CNR MA") (**CNR Springfield LLC, a Massachusetts limited liability company with a business address of 100 Summer Street, Suite 1605, Boston, Massachusetts 02110 ("CNR LLC"), and an affiliate of the CNR MA joins in this Agreement as the owner of the "Property," as defined and described below**) (**CNR MA and CNR LLC shall** hereinafter be collectively and jointly referred to as "the "Company:").

WITNESSETH

WHEREAS, CNR LLC owns an approximately 1,742,783 square foot parcel of land together with the improvements located thereon known as 655-735 Page Boulevard, Springfield, Massachusetts (the "Property"), and CNR LLC has leased the entirety of the Property to the CNR MA; and

WHEREAS, the Company intends to redevelop the Property through (i) the rehabilitation of the existing former Westinghouse building for office and other uses, (ii) the construction of a new, approximately 213,000 square foot building to expand its operations (the "Project"), and to operate the Project for rail car assembly purposes; and

WHEREAS, the Company shall be the owner of all of the machinery and equipment located at the Property; and

WHEREAS, the Parties hereto agree and understand that the Company shall be solely responsible for obtaining a Massachusetts Department of Revenue ("DOR") manufacturing designation for the owner of the machinery and equipment located at the Property, and that in the event that said designation cannot be obtained by the Company from DOR for any reason, the Company shall be responsible for the payment of all applicable personal property taxes owed for said machinery and equipment under the Massachusetts Law. The Parties further agree that in the event that any affiliated entity, successor or assign of the Company purchases machinery and equipment for use at the Property without said designation, said personal property shall be subject to all applicable personal property taxes; and

WHEREAS, the Project is expected to result in an estimated capital investment of approximately \$95,000,000 for land acquisition, building, and site improvements construction, and the acquisition of machinery and equipment, as well as the creation of 150 new permanent jobs in the City for the railcar assembly operations; and

WHEREAS, the Property, which comprises City Assessor's parcel No. 09440-1000, is located within the boundaries of an Economic Target Area, as that term is used in M.G.L. c. 23A, Section 3D; and

WHEREAS the Project siteProperty is located within the 655-735 Page Boulevard “Enterprise Community Economic Opportunity Area,” as that term is used in M.G.L. c. 23A, Section 3E; and

WHEREAS the Project is expected to provide economic benefits to the City by reason of the rehabilitation of an existing building, the construction of a major new rail car assembly facility, the reduction of blight, the addition of employment opportunities in the East Springfield neighborhood, the creation of construction period jobs related to the Project, and the return to productive use of a long-vacant large parcel of land, all of which are likely to encourage further redevelopment and new employment opportunities in the East Springfield area; and

WHEREAS, the Company is seeking this Tax Increment Financing Agreement from the City; pursuant to M.G.L. c. 23A; c. 40, section 59; and c. 59, section 5, clause 51; and regulations issued pursuant to such statutes; and has submitted an application therefor dated _____, 2015 (the “TIF Application”); and

WHEREAS, the City is willing to enter into this Agreement in consideration of the Company’s developing the Project, including the capital investment related thereto, the creation of a new railcar assembly facility at the Property, the creation of new construction and permanent employment opportunities for area residents, and returning a long-fallow site into active use and thereby expanding the City’s tax base; and

WHEREAS, the City is also willing to enter into this Agreement in recognition of the Project’s expected positive effects on the City's economy, property tax base and employment base and the decrease of blight in the East Springfield neighborhood and concomitant encouragement of other new development in the area.

NOW THEREFORE in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the City and the Company do mutually agree as follows:

1. The Recitals set forth above are incorporated into this Agreement as if fully re-stated.

2. This Agreement will take effect upon approval of the Economic Assistance Coordinating Committee, anticipated to take place on September 25, 2015.

3. The City and the Company’s obligations under this Agreement are contingent on the EACC’s approval. If such approval is not procured by December 31, 2015, then this

Agreement shall automatically terminate as of 11:59 p.m. on such date without the need of further action by either party.

4. This Agreement shall only apply to the portion of the Project being utilized by the Company (and any affiliate thereof), as reasonably determined by the City of Springfield Assessor's Department. This Agreement shall not apply to any portion of the Project that is subleased to third parties.

5. Unless otherwise specifically set forth herein, this Agreement shall not apply to personal property located at the Property, which will continue to be fully assessed under applicable laws throughout the term of this Agreement.

6. The Company covenants and agrees as follows:

(a) to redevelop the Property substantially as set forth in the TIF Application, subject to the receipt of all necessary governmental permits and approvals;

(b) to make a total capital investment in the Project of not less than \$95,000,000 by December, 2017;

(c) to create approximately 150 jobs permanent jobs at the Property in connection with the construction of the Project

(d) to market and recruit new employees at the Project, with priority to be given to residents of the City of Springfield, including residents of the East Springfield neighborhood (to extent permissible under applicable laws), thereby adding to the level of jobs existing in the area during the term of this Agreement;

(e) to pay all real estate taxes duly assessed against the Property in accordance with all applicable laws and as provided in this Agreement; and

(f) to work with the City in an economic market analysis and a traffic analysis of the Page Boulevard corridor to encourage future development, beautification, and job creation in the neighborhood.

7. The City Hereby grants a TIF exemption to the Company in accordance with M.G.L. c. 23A, s. 3A½; c. 40, s. 59, and c. 59, s. 5 as follows:

(a) The exemption shall be granted and shall apply only to the new assessed value of the Property (the "Incremental Value") and only to the portion of the Property being utilized by the Company, as determined by the City of Springfield Assessing Department: in its reasonable discretion;

(b) The Incremental Value shall be that value which which relates to the construction and renovation contemplated herein.;

(c) The exemption **provided under this Agreement** shall be for a period of ten (10) years commencing **on** July 1, 2017 and ending June 30, **2027 (such period, the “Term”);**

(d) The exemption shall be calculated for each Tax Year **during the Term** as follows:

(i) The **base valuation for the Property for all purposes under this Agreement (the “Base Valuation”)** shall be determined by the City Assessor as of January 1, 2017, based on its physical condition on June 30th, 2017;

(ii) For **the City’s Tax Year** 2018 (July 1, 2017– June 30, 2018), **the Property** shall be assessed at the Base Valuation with 0% taxation of any Incremental Value.

(iii) For each tax year of **subsequent Tax Year during the Term**, the Assessors for the City of Springfield shall determine the Incremental Value of the **Property** for **such Tax Year**:

(iv) **The City shall exempt for Fiscal years 2018 through 2027 only that personal property located at the former Westinghouse office building such as furniture, fixtures, computers, information technology, kitchen items, etc. It is expected that the owner of the machinery and equipment located at the production building and tracks will be classified as a manufacturer by the Massachusetts Department of Revenue. If the owner of the production machinery and equipment does not obtain the manufacturing designation, then the machinery and equipment will be fully taxable as personal property at the municipal level. This machinery and equipment will not receive any benefits under this agreement.**

(e) **As outlined in clause (d) above, the** tax exemption to be applicable to the **Property shall be** as follows:

TAX YEAR	TIF YEAR	% INCREMENTAL VALUE EXEMPTED
2018 (starts 7/1/17)	1	50%
2019 (starts 7/1/18)	2	50%
2020 (starts 7/1/19)	3	50%
2021 (starts 7/1/20)	4	35%
2022 (starts 7/1/21)	5	35%
2023 (starts 7/1/22)	6	25%
2024 (starts 7/1/23)	7	25%
2025 (starts 7/1/24)	8	20%
2026 (starts 7/1/25)	9	5%
2027 (starts 7/1/26)	10	5%
2028 (starts 7/1/27)	11	NO EXEMPTION

8. Any exemptions for real property taxes realized pursuant to this Agreement shall be contingent upon the Company's continued occupancy of the Property. The Company agrees to repay to the City, any real property tax benefits realized under this Agreement in the event the Company ceases to occupy the Property during the ten-year period after the date of this Agreement. Notwithstanding the provisions of the preceding sentence, if operations at the Property are suspended by reason of (a) force majeure, or (b) the Company's undertaking of substantial renovations or additions to the main building to the Property, or (c) the retooling and/or re-equipping of the Property to serve additional or different assembly purposes (including without limitation, the assembly of different types of rail cars), which restoration work, renovation/addition work and/or retooling/re-equipping work does not exceed a period of one year from the date of cessation of operations at the Property, then such period of suspension of operations not to exceed one year shall not be deemed a cessation of the Company's operations at the Property under this Agreement. For the purposes of this Agreement, (i) the term "force majeure" shall mean any act of nature (including without limitation, earthquake, flood or tornado) or material casualty which impairs the operation of the Project and is beyond the reasonable control of the Company, and (ii) the phrases "substantial renovation" or "addition" with respect to the main building at the Property shall mean the Company's expenditure of funds equal or greater than twenty five percent (25%) of the original cost of the Project. The Company shall provide written notice of the cessation of operations at the Property because of force majeure, substantial renovations or additions to the main building at the Property or the retooling and/or re-equipping of the Property to the City, by delivery in accordance with the provisions of Section 10 of this Agreement.

9. Upon the failure of the Company to comply with the provisions of this Agreement, which failure continues after at least sixty (60) days' notice from the City to the Company provided in accordance with the provisions of Section 10 hereof, the City reserves the right to (i) apply to the Economic Assistance Coordinating Council for decertification of the Project, and (ii) terminate this Agreement and discontinue all exemptions from real property taxation set forth in this Agreement, commencing as of the date on which this Agreement is terminated by notice to the Company delivered in accordance with Section 10.

10. Notices to be delivered under this Agreement shall be delivered as set forth below:

To the City:

Chief Development Officer
Office of Planning & Economic Development
70 Tapley Street
Springfield, MA 01104

with copies to:

Mayor of the City of Springfield
36 Court Street
Springfield, Massachusetts 01103

and

City Solicitor for City of Springfield
36 Court Street, Room 210
Springfield, Massachusetts 01103

To the Company:

[CNR MA Corporation]
[CNR Springfield LLC]
100 Summer Street, Suite 1603
Boston, Massachusetts, 02110
Attention: _____

with a copy to:

Locke Lord LLP.
111 Huntington Avenue.
Boston, Massachusetts 02199
Attention: Rebecca A. Lee, Esq.

All notices and other communications given pursuant to this Agreement shall be in writing and shall be sent to the parties at the addresses set forth above by (i) United States Postal Service, postage prepaid, certified, with return receipt requested, or (ii) hand delivery to the intended address, or (iii) nationally recognized overnight delivery service that provides written proof of delivery. Notice shall be deemed delivered upon receipt or refusal of delivery. Either party may change its notice address by notice provided to the other party as set forth in this Section 10.

This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to principles of conflicts of laws.

11. This Agreement may be amended only by a written agreement of the parties.

12. All claims arising under this Agreement shall be heard by the Superior Court Department of the Trial Court of the Commonwealth of Massachusetts sitting in Hampden County or the United States District Court for the Western District, each sitting in Springfield, Massachusetts. It is the express intention of the parties that all legal actions and proceedings related to this Agreement or to any rights or relationships of the parties under this Agreement shall be solely and exclusively brought and heard in said courts. Each party waives a trial by jury in any action arising under this Agreement.

13. This Agreement may be signed in counterparts which together, shall form but one original.

14. Each party represents and warrants to the other party that the execution, delivery and performance of this Agreement has been duly authorized by such party, and that the person executing and delivering this Agreement on behalf of such party has been duly authorized to do so.

[Signature page follows]

Executed as an instrument under seal as of the date set forth above, which shall be the last date noted below.

CNR MA Corporation

By: _____
Name: _____
Title: _____
Date Signed: _____

CNR Springfield LLC

By: _____
Name: _____
Title: _____
Date Signed: _____

Approved as to Appropriation:

City Comptroller

By: _____
Date Signed: _____

Approved as to Form:

Law Department

By: _____
Date Signed: _____

CITY OF SPRINGFIELD

Name: Kevin Kennedy
Title: Chief Development Officer
Date Signed: _____

Reviewed:

Assessor's Department

By: _____
Date Signed: _____

Reviewed:

Administrative and Financial Officer

By: _____
Date Signed: _____

Approved:

DOMENIC J. SARNO, Mayor
Date Signed: _____



City of Springfield

AMENDED

Meeting: 09/14/15 07:00 PM
Initiator: Thomas Moore
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3206 A

4.42

Order Approving and Authorizing the Mayor to Grant a Permanent Access Easement for South Side Page Boulevard (Mayor Sarno)

Please see attached materials

Please see attached materials

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

**Order Approving and Authorizing the Mayor to Grant a Temporary Access Easement
for South Side Page Boulevard to Campagnari Construction LLC**

WHEREAS, the City of Springfield (“the City”) is the owner of certain real property located on the South Side of Page Boulevard, known as Parcel 09440-0940 (“the Property”); and

WHEREAS, the City previously approved the sale and redevelopment of certain real property abutting the Property, known as 833 Page Boulevard, a former Fire Station, where it was recently discovered that street access to said property can only be obtained through access over a limited portion of the Property, which has been used by the Fire Station for access off of Roosevelt Avenue; and

WHEREAS, in order to provide the future Fire Station owner with motor vehicle access to that property, the City now desires to grant a non-exclusive, temporary easement to use the small section of the driveway that is located on the southwestern portion of the Property, which is only for access over the driveway portion of the Property and would terminate upon the City’s sale of the Property; and

WHEREAS, NOW THEREFORE, BE IT ORDERED, that the City Council of the City of Springfield, with the approval of the Mayor, hereby approves and authorizes the Mayor to execute the Temporary Easement document attached hereto in substantially the same form.

TEMPORARY ACCESS EASEMENT

KNOW ALL MEN BY THESE PRESENTS that the CITY OF SPRINGFIELD, located at 36 Court Street, Springfield, HAMPDEN COUNTY, MASSACHUSETTS (“Grantor”), for no consideration paid, grants to CAMPAGNARI CONSTRUCTION LLC, (“Grantee”) a Massachusetts limited liability company with a last address and usual place of service at 128 Federal Street, Springfield, Massachusetts, the non-exclusive, temporary right and easement in a limited section of the land area known as South Side Page Boulevard and Roosevelt Avenue (Parcel #09440-0940) (“the Property”), identified as:

A limited area with the following dimensions: beginning on the southwestern corner of the Property and running thirty-five (35) feet SOUTH along Roosevelt Avenue and the southwestern border of the Property to a point immediately beyond the paved driveway located at the Property, thence NORTHEASTERLY running parallel with the Southeastern border of the Property, forty (40) feet EAST, thence running NORTHWESTERLY thirty (30) feet NORTH to the boarder of the Property, thence running SOUTHEASTERLY forty (40) feet ending at Roosevelt Avenue (“the Easement Area”), together with the rights and obligations set forth below, for all activities necessary in order for CAMPAGNARI CONSTRUCTION LLC to have motor vehicle access across driveway located at the Property to 833 Page Boulevard, Springfield, Massachusetts, from Roosevelt Avenue.

Being a temporary easement including the right to enter and operate within the Easement Area, and to effectuate any and all other acts reasonably necessary. The Grantor and Grantee understand and agree that the Grantee’s use of the Easement Area shall in no way interfere with the Grantor’s or any authorized third party’s use of the real property where the Easement Area is located, and further that this Easement is temporary in nature and shall not run with the land. The Grantor makes no guarantee of the suitability of the Property for the Grantee’s use and shall at no time be responsible for the conditions or functionality of the Easement Area. The Grantor agrees to accept this Easement with the Property in its present condition, as is. This easement shall terminate immediately upon the Grantor’s transfer of the said property to a third party.

There is no consideration for this non-exclusive easement.

For Grantor’s title, see Deed recorded with the Hampden County Registry of Deeds in Book 18004 Page 328.

The words “Grantor” and “Grantee” shall include lessees, heirs, executors, administrators, successors and assigns where the context so requires or permits.

TO HAVE AND TO HOLD the premises unto it the said Grantee, its successors and assigns, forever.

[SIGNATURE OF GRANTOR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Grantor has hereunto caused his hand and seal to be affixed this ____ day of September, 2015.

THE CITY OF SPRINGFIELD

By:_____

Name:

Title: Mayor

COMMONWEALTH OF MASSACHUSETTS

Hampden, ss.

September ____, 2015

On this ____ day of September, before me, the undersigned notary public, personally appeared Domenic J. Sarno, Mayor of the City of Springfield, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the attached document, and acknowledged to me that he signed it voluntarily on behalf of said corporation for its stated purpose.

Notary Public

My Commission Expires:_____



City of Springfield

ADOPTED

Meeting: 09/14/15 07:00 PM
Initiator: Melanie Acobe
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3189

4.43

Collective Bargaining Ratification - Springfield Public Health Nurses Association (Mayor Sarno)

WHEREAS, the City's Labor Relations Director has received confirmation from the Springfield Public Health Nurses Association that this bargaining unit has ratified a new collective bargaining agreement for the time period of July 1, 2014 through June 30, 2016; 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 zero per cent (2%); and

WHEREAS, the Agreement includes wage increases effective July 1, 2015 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 Public Health Nurses Association, and the terms thereof, as described in the attached documents, for the time period of July 1, 2014 through June 30, 2016.

RESULT:	ADOPTED [12 TO 0]
MOVER:	Kenneth E. Shea, Ward 6 Councilor
SECONDER:	E. Henry Twiggs, Ward 4 Councilor
AYES:	Ashe, Allen, Concepcion, Shea, Ramos, Rooke, Williams, Twiggs, Hurst, Edwards, Walsh, Fenton
ABSENT:	Zaida Luna



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

August 24, 2015

To the Springfield City Council

Please be advised that this department has received confirmation from the representative of **Springfield Public Health Nurses Association**, that this bargaining unit has ratified a new collective bargaining agreement for the time period of July 1, 2014 to June 30, 2016 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 **Public Health Nurse's wage scale**.

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

As part of this agreement, all unit members hired after July 1, 2012 are subject to the City's residency ordinances as revised and amended.

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: Helen Caulton-Harris, HHS Director

cc: Bettye Frederick, HHS Deputy Director

City of Springfield, MA
And
Springfield Public Health Nurses Association

Tentative Agreement

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

1. Art. 21.24 Replace with "Residency-all members of the bargaining unit hired on or after July 1, 2012 are subject to the City's residency ordinances as revised and amended."
2. Art. 22 Salary Ranges- effective and retroactive to July 1, 2014 increase wage schedule by two percent (2%). Effective and retroactive to July 1, 2015 increase wage scale by two percent (2%).
3. Art. 24 Duration-July 1, 2014 through June 30, 2016.

FOR THE CITY

Will E. Mohr

8-26-15
DATE

FOR THE UNION

Sandra Johnson
Ann Marie Stape
Wickie Blandon

Elizabeth Puschelli 8/17/15
DATE



City of Springfield

ADOPTED

Meeting: 09/14/15 07:00 PM
Initiator: Lindsay B. Hackett
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3180

4.44

South End Community Center Bond Authorization - \$9,542,500.00 (Mayor Sarno)

WHEREAS, the City of Springfield wishes to construct a new South End Community Center ("SECC") at Marble Street, Emerson Wight Park and will reinstate the services formally delivered out of the former Armory Building on Howard Street, which was partially destroyed by the June 1, 2011 tornado. The intended function of the new SECC will be to create an alternative to gangs and teach community awareness and community participation through athletic/recreation activities, sports clinics, community meetings, and special events. Additionally, the SECC will offer after school activities that support academic achievement, social skills and life skills for low performing and latchkey students in grades K-8. Finally, the SECC will hold special events such as teen dances, family recreation nights and community information forums; and

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

WHEREAS, this order requires a two-thirds vote of all members of the City Council, in accordance with Chapter 44 of the General Laws;

ORDERED: That the City hereby appropriates the sum of \$9,542,500.00 to pay costs of planning, design and construction/reconstruction of the South End Community Center building, including the payment of any costs incidental or related thereto, and that to meet this appropriation, the City Treasurer, with the approval of the Mayor, is authorized to borrow said amount under and pursuant to Chapter 44 of the General Laws, or pursuant to any other enabling authority, and to issue bonds or notes of the City therefore; that the Mayor is authorized to contract for and expend any federal or state aid available for the project, and that the Mayor is authorized to take any other action necessary or convenient to carry out this project; and

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

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

City of Springfield
36 Court Street
Springfield, MA 01103



Division of Administration
and Finance

To: Springfield City Council
From: TJ Plante, Chief Administrative & Financial Officer
Date: 3/23/2015
Re: Order for Council Meeting – 9/14/15
Cc: Mayor Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the September 14, 2015 Council meeting, which authorizes the City to pay \$9,542,500.00 construction services for the new South End Community Center (SECC).

Background: Through the approval of FEMA, the City identified the Howard Street Armory as an Improved Project. Under this program, the City can take advantage of eligible FEMA funding to make additional improvements to the facility while making disaster repairs. The facility must have the same function and at least the pre-disaster capacity as that of the pre-disaster facility. The City chose the new South End Community Center as a proposed project through FEMA's Improved Project program.

To support its prior programming, the SECC will require significant space for classrooms, offices and administrative storage, athletic/recreational space, showers and lockers and auditorium space.

Council has previously authorized \$750,000 to bring the project through the planning and design phases. The loan authorization of \$9,542,500 is to complete the construction phase of the project, based on actual bids received. As part of the Improved Project program, FEMA will reimburse the City for costs for the project up to \$6,000,000, leaving the City with a total cost of \$4,292,500.

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

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



City of Springfield

ADOPTED

Meeting: 09/14/15 07:00 PM
Initiator: Kathy Breck
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3196

4.45

Order Approving Contract Over 3 Years for Lease/Purchase Financing of Computers for School Dept. (Mayor Sarno)

WHEREAS, Massachusetts General Laws chapter 30B, section 12(b) provides that the Chief Procurement Officer may not award a contract for more than three(3) years without a majority vote of the governmental body; and

WHEREAS, the School Department has requested that the City award a 4-year agreement to TD Equipment Finance, Inc., using a state contract, to lease-to-purchase 6,802 computers (790 laptops for staff, 348 desktops for staff and student use, and 236 laptop carts with 24 laptops per cart for student use); and

WHEREAS, the lease calls for the School Department to make fixed quarterly payments of \$401,194.44 for 4-years with the equipment owned by the School Department at the end of the 4-year term; and

WHEREAS, a 4-year term supports the implementation of student and staff computer replacement policies adopted by the Springfield School Committee in December, 2013 that ensure replacement of laptop computers every four years and desktop computers every five years; and

WHEREAS, entering a 4-year lease-purchase agreement spreads the cost of the equipment out over it's useful life, provides budget stability by scheduling annual costs over four years, supports the sustainability of school technology initiatives by committing to technology investments over time, and enables the School Department to retain the technology at the end of the lease term at no additional cost; and

WHEREAS, for the reasons set forth above, the School Department has recommended that a 4-year term is more beneficial and cost effective than a 3-year term;

NOW THEREFORE BE IT ORDERED, pursuant to Mass. Gen. Laws ch. 30B, section 12(b), that the City Council approves the awarding of a contract of four (4) years for the lease-purchase financing of computer equipment through TD Equipment Finance, Inc. as described above.

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



City of Springfield

ADOPTED

Meeting: 09/14/15 07:00 PM
Initiator: Kathy Breck
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3198

4.46

Order Approving Contract Over 3 Years for Lease/Purchase Financing of Fire Apparatus (Mayor Sarno)

WHEREAS, Massachusetts General Laws chapter 30B, section 12(b) provides that the Chief Procurement Officer may not award a contract for more than three(3) years without a majority vote of the governmental body; and

WHEREAS, the Fire Department is in need of one Pierce PUC Pumper Fire Apparatus and is requesting to utilize a 6-year lease/purchase financing plan; and

WHEREAS, the Fire Department is going out to bid for the lease/purchase financing in order to secure the lowest interest rate offered for the dollar amount range of the Fire Apparatus. The 6 year term of the contract is required in the bid;

WHEREAS, the Fire Department is requesting authorization to award a contract over 3 years for the lease financing of the fire apparatus; and

WHEREAS, the Fire Department has determined that a 6-year contract would be more beneficial to the City than a 3-year contract, for the following reasons: six year contract will spread payments out over a reasonable period of time while still allowing financing companies to offer attractive and reasonable interest rates, will support the sustainability of Fire Apparatus, will provide budget sustainability by scheduling annual costs over time rather than making a large purchase in one lump sum, and enables the Fire Department to own the Fire Apparatus at the end of the lease term at no additional cost; and

WHEREAS, for the reasons set forth above, the Fire Department has recommended that a 6 year term is more beneficial and cost effective than a 3-year term;

NOW THEREFORE BE IT ORDERED, pursuant to Mass. Gen. Laws ch. 30B, section 12(b), that the City Council approves the awarding of a contract of six (6) years for the lease-purchase financing of one Pierce PUC Pumper Fire Apparatus.

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



City of Springfield

ADOPTED

Meeting: 09/14/15 07:00 PM
Initiator: Lindsay B. Hackett
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3197

4.47

Bills of Prior Year - Various Departments (Mayor Sarno)

WHEREAS, to meet expenses incurred by the City of Springfield, pursuant to Mass. Gen. Laws ch. 44 Section 64 and Chapter 468 of the Acts of 2008, the Chief Administrative and Financial Officer and his Honor the Mayor have requested authorization from the City Council that the Departments listed on the attached Schedule One may pay bills from a previous fiscal year totaling \$18,116.20; and

WHEREAS, the departments listed on Schedule One will make payment for unpaid bills of a previous fiscal year from their FY16 General Fund Operating Budgets; and;

WHEREAS, the Chief Administrative and Financial Officer has provided a written certification 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 payments, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008;

NOW THEREFORE BE IT ORDERED, that the City Council approves the payment of the bills listed on the attached Schedule One from the FY16 General Fund Departmental Operating Budgets for the expenses incurred in a previous fiscal year.

RESULT:	ADOPTED [12 TO 0]
MOVER:	Kenneth E. Shea, Ward 6 Councilor
SECONDER:	Clodo Concepcion, Ward 5 Councilor
AYES:	Ashe, Allen, Concepcion, Shea, Ramos, Rooke, Williams, Twiggs, Hurst, Edwards, Walsh, Fenton
ABSENT:	Zaida Luna

Schedule One
Bills of Prior Year
September 14, 2015

Department	Invoice #	Vendor	Date	Reason	Amount
Assessors	JUL	Gilman, McLaughlin & Hanrahan, LLP	7/6/2015	June services rendered	\$ 1,540.97
Assessors	JUN	Gilman, McLaughlin & Hanrahan, LLP	6/8/2015	June services rendered	\$ 1,733.00
Assessors	80052000	Xerox Corporation	7/1/2015	Monthly copier charges	\$ 166.12
Assessors	80052001	Xerox Corporation	7/1/2015	Monthly copier charges	\$ 192.96
Treasurer	1820313	Cardno ATC	6/2/2014	May 2014 services rendered	\$ 287.00
Building Code	JAN	The Republican	1/31/2015	Board of Appeals advertisement	\$ 359.80
DPW	4101-000005538	Republic Services	6/30/2015	McNamara Trasnfer Station Fees	\$ 9,933.61
DPW	JUN	The Republican	6/30/2015	Meeting Notices/Ads	\$ 646.60
DPW	979599925	Graybar	6/26/2015	Electric Motor	\$ 408.75
Law	JUN	The Republican	5/31/2015	Legal Code Advertising	\$ 2,282.40
Elections	13133	T-Shirts Station	7/14/2015	FY15 invoice came out \$89 higher than what's encumbered	\$ 89.00
TJO	04561/0622015	Springfield Water & Sewer Commission	6/2/2015	FY15 invoice came out \$475.99 higher than what's encumbered	\$ 475.99
Total					\$ 18,116.20

City of Springfield
36 Court Street
Springfield, MA 01103

Division of Administration
and Finance



To: Springfield City Council
From: TJ Plante, Chief Administrative & Financial Officer
Date: September 9, 2015
Re: Order for Council Meeting – September 9, 2015
Cc: Mayor Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the September 9, 2015 Council meeting, which will pay prior years' invoices totaling \$18,116.20.

Background: This is a request to allow various City departments to pay previous years bills from the current year (FY16) budget. Listed below are the department invoices, due dates, reason and amounts.

Department	Invoice #	Vendor	Date	Reason	Amount
Assessors	JUL	Gilman, McLaughlin & Hanrahan, LLP	7/6/2015	June services rendered	\$ 1,540
Assessors	JUN	Gilman, McLaughlin & Hanrahan, LLP	6/8/2015	June services rendered	\$ 1,733
Assessors	80052000	Xerox Corporation	7/1/2015	Monthly copier charges	\$ 166
Assessors	80052001	Xerox Corporation	7/1/2015	Monthly copier charges	\$ 192
Treasurer	1820313	Cardno ATC	6/2/2014	May 2014 services rendered	\$ 287
Building Code	JAN	The Republican	1/31/2015	Board of Appeals advertisement	\$ 359
DPW	4101-000005538	Republic Services	6/30/2015	McNamara Transfer Station Fees	\$ 9,933
DPW	JUN	The Republican	6/30/2015	Meeting Notices/Ads	\$ 646
DPW	979599925	Graybar	6/26/2015	Electric Motor	\$ 408
Law	JUN	The Republican	5/31/2015	Legal Code Advertising	\$ 2,282
Elections	13133	T-Shirts Station	7/14/2015	FY15 invoice came out \$89 higher than what's encumbered	\$ 89
TJO	04561/0622015	Springfield Water & Sewer Commission	6/2/2015	FY15 invoice came out \$475.99 higher than what's encumbered	\$ 475
Total					\$18,116

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

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

Attachment: CAFO Certification BOPY (3197 : Bills of Prior Year - Various Departments)



City of Springfield

WITHDRAWN

Meeting: 09/14/15 07:00 PM
Initiator: Melanie Acobe
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3163

4.48

Bill of Prior Year - Elections - \$89.00 (Mayor Sarno)

WHEREAS, to meet expenses incurred by the City of Springfield, pursuant to Mass. Gen. Laws ch. 44 Section 64 and Chapter 468 of the Acts of 2008, the Chief Administrative and Financial Officer and his Honor the Mayor have requested authorization from the City Council for the Elections Department to pay a bill from the previous fiscal year which over exceeded the encumbered amount by a total of \$89.00; and

WHEREAS, the Elections Department will make payment for unpaid bills of previous fiscal years from their FY16 General Fund Operating Budgets; and

WHEREAS, the Chief Administrative and Financial Officer has provided a written certification 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 payments, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008; and

NOW THEREFORE BE IT ORDERED, that the City Council approves the payment of the bills listed on the attached Schedule One from the FY16 General Fund Departmental Operating Budgets for the expenses incurred in a previous fiscal year.

RESULT: WITHDRAWN



1458 Riverdale St.
West Springfield, MA - 01089
413-732-5271
email = tshirtstation@aol.com
Fax - 413-731-5502

PO Terms On Receipt Created 6/19/2015 Payment Due
Rep 2p Ship Via Pick Up Ship Date Deadline 7/14/2015

BILL TO

Spfld. Election Comm.
Shavena Martin

SHIP TO

Phone Ext Fax

6-8 10-12 14-16 18-20

Product ID	Description	Product Color	Size Qty.	S	M	L	XL	2 XL	3 XL	Total	Cost Ea.
G500	Gildan TM 5.3 oz. T-Shirt	SPORT GREY			4		2			6	16.50
G500	Gildan TM 5.3 oz. T-Shirt	SPORT GREY						2	2	4	22.50
G500	Gildan TM 5.3 oz. T-Shirt	RED			4		2			6	18.40
G500	Gildan TM 5.3 oz. T-Shirt	RED						2	2	4	24.25

Number of Print Colors

1	1		1
Front	Back	Right/S	Left/S

Number of Stitches

Front	Back	Right/S	Left/S

Reference

Total Units

20

Screens

Press Setup

Shipping

Film

Art

Rush

Define

Total

396.40

Tax

With Tax

396.40

Payments

Balance

396.40

All prepress work including but not limited to screens, art work, films and embroidery files are the sole property of T-Shirt Station. The design is the property of the designer and can not be reproduced in any way without the written permission of the owner. We accept Cash, Approved Checks, Visa, Mastercard, Discover and Debit Cards.

Attachment: BOPY Elections Invoice (3163 : Bill of Prior Year - Elections - \$89.00)



08/11/2015 14:23
107299

CITY OF SPRINGFIELD
PURCHASE ORDER INQUIRY PROFILE REPORT

P 1
poinquiry

Purchase Order Type Normal Fiscal Yr 2015 09 PO# 15010175
 Batch 3/20mg PO Date 03/20/2015
 Requisition 15012125
 Department Code 162 ELECTIONS COMMISSION
 Allocation Code 0000
 Review Code
 Buyer ID mgomes Maria Gomes
 Needed By Date
 General Commodity
 Vendor 005816 2P DESIGNS LLC
 Work Order 000000000 T-SHIRT STATION
 Activity 0 1458 RIVERDALE STREET ST B
 WEST SPRINGFIELD, MA 01089
 Ship To Address 162 ELECTIONS COMMISSION
 CITY OF SPRINGFIELD
 36 COURT STREET
 SPRINGFIELD, MA 01103

 Ship To Reference
 Shipping Method
 Bill To Address 162 ELECTIONS COMMISSION
 CITY OF SPRINGFIELD
 36 COURT STREET
 SPRINGFIELD, MA 01103

 PO Description T-SHIRTS
 Special Handling None Status Carry Fwd Distribution S

 Total PO Amount \$1,500.00
 Liquidated \$1,192.50
 Canceled \$ 0.00
 Open Encumbrance \$307.50

Line Item Details

Line 001 Commodity

Req 15012125 Qty 1.00 UOM Each Unit Price 1500.00000
 % Disc 0.00 Credit 0.00 Freight 0.00

		Line Item Total	\$1,500.00
Qty Received	0.00	Liquidated	\$1,192.50
Qty Canceled	0.00	Canceled	\$ 0.00
		Line Item Open Encumbrance	\$307.50

Description

T-SHIRTS FOR VOTER OUT REACH

Department 162 1099 Box 7 Fixed Asset N Needed By
 Quote Bid
 Ship To Address 162 ELECTIONS COMMISSION
 CITY OF SPRINGFIELD
 36 COURT STREET
 SPRINGFIELD, MA 01103

 Ship To Reference



08/11/2015 14:23
107299

CITY OF SPRINGFIELD
PURCHASE ORDER INQUIRY PROFILE REPORT

P 2
poinquiry

Allocation Details

Org	Obj	Proj	Description	Encumbered Amt	Bud
01162	531200		PRINTING/BINDING	\$1,500.00	U
			Liquidated	\$1,192.50	
			Canceled	\$ 0.00	
			Allocated Open Encumbrance	\$307.50	

** END OF REPORT - Generated by Melanie Acobe


City of Springfield

36 Court Street
Springfield, MA 01103

Meeting: 09/14/15 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: 3110

TABLED

RESOLUTION (ID # 3110)

Prohibition on the Sale of Loose Cigars

WHEREAS, it is the foremost responsibility of the City Council to protect the health and safety of the citizens of the City of Springfield.

WHEREAS, the Attorney General for the United States of America, the American Lung Association and the American Heart Association have listed the smoking of tobacco products as one of the leading causes of preventable deaths for Americans.

WHEREAS, the sale of individual cigars reduces the cost of this dangerous product and makes it more easily accessible to minors.

WHEREAS, the municipalities of Boston, Bedford, Montague, Salem, Malden, Athol and others have already adopted ordinances prohibiting the sale of singular cigars and cigarettes.

WHEREAS, the Board of Health for the City of Springfield has the power to regulate the sale of tobacco products.

NOW, THEREFORE, BE IT RESOLVED, that the Springfield City Council urges the Springfield Board of Health to issue regulations stating that no person or entity may sell or cause to be sold, or distribute or cause to be distributed, any cigar or cigar package that contains fewer than four (4) cigars.

HISTORY:

06/15/15 City Council
Next: 09/14/15

REFERRED TO COMMITTEE

RESULT: REFERRED TO COMMITTEE

Next: 10/5/2015 7:00 PM