



City Council

Regular Meeting

~ Final ~

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

Michael A. Fenton

Monday, February 1, 2016

7:00 PM

Springfield City Hall -- Council Chambers

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

Call to Order

7:00 PM Meeting called to order on February 1, 2016 at Springfield City Hall -- Council Chambers, 36 Court Street, Springfield, MA.

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

Moment of Silence - Pledge of Allegiance

A. Reports of Committee

Kateri Walsh gave reports of the Maintenance and Development committee. The Committee met regarding Item 19 of the City Council Agenda, "An Order Authorizing the Submission of Statements of Interest to the Mass. School Building Authority". Superintendent Warwick and Patrick Sullivan spoke in favor of the item and responded to questions from the council.

Councilor Ashe gave report of Public Safety Committee.

II. Grants

1. Order (ID # 3375)

Dispatch Support & Incentive Grant - No Match - \$663,262

COMMENTS - Current Meeting:

Melissa Nazzaro, Dispatch Director, spoke in favor of the grant and responded to questions from councilors.

ATTACHMENTS:

- 911 Support Grant Award Letter & Contract (PDF)

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

2. Order (ID # 3383)

FY16 Partnership for Success Grant Acceptance - No Match Required \$425,000

COMMENTS - Current Meeting:

Timothy J. Plante, Springfield's Chief Administrative Finance Officer, spoke in favor of the grant and responded to questions from the council.

ATTACHMENTS:

- Partnership for Success (PDF)

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

3. Order (ID # 3374)

DPIR Grant - No Match - \$95,000

COMMENTS - Current Meeting:

Referred to General Government Committee

ATTACHMENTS:

- DPIR Grant Set-Up Form & Award Letter (PDF)

RESULT:	REFER COMMITTEE VOTE	Next: 3/7/2016 7:00 PM
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4. Order (ID # 3387)

FY16 Fire S.A.F.E. Grant - No Match Required - \$14,452

COMMENTS - Current Meeting:

Grant accepted without discussion.

ATTACHMENTS:

- Fire SAFE Grant FY16 Set-up Form & Award Letter (PDF)

RESULT:	PASSED BY VOICE VOTE
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5. Order (ID # 3389)

FFY15 Emergency Management Performance Grant - \$69,975

COMMENTS - Current Meeting:

Bob Hassett, Director of Emergency Management, spoke in favor of the grant and responded to questions from councilors.

ATTACHMENTS:

- FFY15 Emergency Management Performance Grant - Set-up and Contract (PDF)

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

6. Order (ID # 3384)

Ways with Words Grant Acceptance - No Match Required \$5,050

COMMENTS - Current Meeting:

Grant accepted without discussion.

ATTACHMENTS:

- Ways with Words Project(PDF)

RESULT:	PASSED BY VOICE VOTE
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7. Order (ID # 3380)

Read / Write/ Now Grant Increase- No Match Required \$3,266

COMMENTS - Current Meeting:

Grant accepted without discussion.

ATTACHMENTS:

- Adult and Community Learning Services (PDF)

RESULT:	PASSED BY VOICE VOTE
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8. Order (ID # 3379)

TJO Donations- \$1,729.99

COMMENTS - Current Meeting:

Grant accepted without discussion.

ATTACHMENTS:

- TJO DONATIONS (PDF)

RESULT: PASSED BY VOICE VOTE

III. Informational

9. Order (ID # 3386)

December Revenue Vs. Expenditure Report

COMMENTS - Current Meeting:

Patrick Burns the December Revenue vs. Expenditure Report to the Council.

ATTACHMENTS:

- December Revenue Vs. Expenditure Report (PDF)

RESULT: RECEIVE REPORT

10. Petition (ID # 3381)

Bay Street

ATTACHMENTS:

- 20160125113201886_0001 (PDF)
- 1-13-2016 notice of meeting Bay St. (PDF)

RESULT: RECEIVED PASSED

11. Petition (ID # 3372)

48 Marmon Street

ATTACHMENTS:

- 48 Marmon St. #6233 Report (PDF)
- 1-6-2016 notice of meeting #6233 (PDF)
- 20160111103012581_0001 (PDF)

RESULT: RECEIVED PASSED

12. Petition (ID # 3382)

Armory Street

ATTACHMENTS:

- 1-11-2016 notice of meeting Armory St. (PDF)
- 1-11-2016 notice of meeting Armory St. (PDF)
- 20160125121404279_0001 (PDF)

RESULT: RECEIVED PASSED

IV. General Business

(13.) (ID # 3352) Freshwater Fish Consumption Advisory

AN ORDINANCE (A LOCAL LAW) TO AMEND the Code of the City of Springfield, Chapter 213 thereof, entitled Health and Sanitation, by adding the following sections:

Be it ordained (enacted) by the Council of the City of Springfield, that Chapter 213 shall be amended as follows to include:

Section 2 Purpose and Intent

Due to the high levels of mercury found in freshwater fish in Massachusetts, the Massachusetts Department of Public Health has established guidelines for the safe consumption of freshwater fish caught in bodies of water in Massachusetts. Specifically, these safe eating guidelines advise that pregnant women, women who may become pregnant, nursing mothers, and children under the age of twelve, should not eat any freshwater fish caught in the streams, rivers, lakes, and ponds in Massachusetts.

The purpose of this ordinance is to require the City of Springfield to construct and maintain signs informing the public of the Massachusetts Department of Public Health's blanket advisory regarding the high levels of mercury in the state's freshwater fish. The signs will advise the public that women of childbearing age and children under the age of twelve should not consume any freshwater fish caught in the streams, rivers, lakes, and ponds in Massachusetts. These warning signs are necessary to promote the public health and safety of the citizens of the City of Springfield through increased awareness of this mercury contamination.

Section 3 Definitions

3.1 "Bodies of water" refers to any lake, pond, river, stream, tributary, brook, creek, but is not exclusive to the above list.

(i) "Private body of water" refers to any body of water owned by private citizens or companies.

(ii) "Public body of water" refers to any body of water owned by the City of Springfield.

3.2 "Damage/Destruction by natural causes" refers to any damage or destruction caused by weather, natural disaster, deterioration such as rust, damage caused by felled trees, or any other natural wear and tear. This is not an exclusive list. Damage by natural causes does not include any man-made damage to the signs.

3.3 "Established entrance" refers to any commonly used access point and/or highly traveled path to the body of water.

3.4 "Freshwater fish" are species of fish that spend a period of time in their lifecycle including reproductive cycle in rivers, streams, lakes and ponds. Species include but are not limited to: Atlantic Salmon, Black Crappie, Bluegill, Brook Trout, Brown Trout, Catfish, Chain Pickerel, Common Dace, Lake Trout,

Largemouth Bass, Muskellunge, Northern Pike, Pumpkinseed, Rainbow Trout, Smallmouth Bass, White Crappie, and Yellow Perch.

3.5 “Man-made damages” refers to any damage or destruction not naturally caused, including, but not limited to, vandalism.

3.6 “Mercury” is a heavy metal element that in high levels can be toxic to humans.

(i) “Mercury contamination” refers to levels of mercury deemed to be hazardous to life by the Massachusetts Department of Public Health.

Section 4 Regulations

4.1 Warning signs shall be constructed, erected, and maintained in accordance with this ordinance, at every public body of water in the City of Springfield.

4.2 The signs shall be located at every established entrance to a body of water, or within (twenty) feet of the body of water’s banks, placed in highly visible areas.

4.3 Each sign shall state, “WARNING - Women of childbearing age, and children under the age of twelve, should avoid consumption of the freshwater fish in these waters due to high levels of mercury and other contaminants.” Each signs shall be bilingual; posted in English and Spanish.

4.4 To ensure uniformity of the signs throughout the City of Springfield, the signs shall be in conformance to the type, size, style, color, material, placement, and any other specifications mandated by other applicable City of Springfield ordinances or other binding legal authority.

4.5 The City of Springfield shall be responsible for any and all fees to install and maintain all signs erected in accordance with this ordinance.

Section 5 Exemptions

5.1 Bodies of water privately owned within the City of Springfield limits are exempted from this ordinance, however, are still encouraged to comply. Privately owned bodies of water in compliance with section 4.1 to 4.4 of this ordinance shall have all sign construction and maintenance fees paid for by the City of Springfield per section 4.5 of this ordinance.

5.2 Freshwater fish that are stocked in lakes, ponds, rivers, streams, tributaries, brooks, or creeks in Massachusetts are deemed safe to consume and thus exempted from this ordinance.

5.3 Any public body of water within the City of Springfield that is tested by the Massachusetts Department of Public Health and found to have safe levels of mercury contaminants for all freshwater fish shall be deemed exempt from this ordinance.

- (i) If deemed safe under the section 5.3 exemption, testing must be done every (two years) to maintain exempt status.

5.4 Any public body of water within the City of Springfield that is tested by the Massachusetts Department of Public Health and found to have safe levels of mercury contaminants for some or certain species of freshwater fish, signs shall be amended, as per section 5.5, at said body of water in accordance with the new guidelines.

5.5 Every (two years) signs constructed under this ordinance shall be reviewed for their accuracy, and amended in accordance with section 5.4.

Section 6 Administration and Enforcement

6.1 The Department of Public Works shall construct and maintain these signs.

6.2 The City of Springfield Board on Signs shall approve or disapprove each notice received by the City, relative to an application for the location of a sign.

6.3 Signs constructed in accordance with this ordinance, which are damaged or destroyed through natural causes shall be the responsibility of the department assigned to maintenance by the City of Springfield. The department responsible for maintenance of the damaged sign shall have the authority to recover the costs of replacing the sign from the City of Springfield.

6.4 Signs constructed in accordance with this ordinance, which are damaged or destroyed by man-made causes shall be the responsibility of the person who is found to have caused the damages. Any such person found to be responsible for damage or destruction of any sign constructed through this ordinance shall pay to the City of Springfield all of the costs for such damage or destruction, including, but not limited to, costs for sign removal and replacement. Failure to pay for damage or destruction may result in legal action against the responsible party for all costs, such as court costs and reasonable attorney fees.

Section 7 Severability

7.1 Each separate provision of this ordinance shall be deemed independent of all other provisions herein, and if any provision of this section be declared invalid by a court of competent jurisdiction, the remaining provisions of this section shall remain valid and enforceable.

RESULT:	REFERRED TO COMMITTEE
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Next: 3/7/2016 7:00 PM

14. Special Act (ID # 3274)

An Act Filling Vacancies in Ward Seats of the City Council by Special Election

HISTORY:

12/07/15 Next: 12/21/15	City Council	REFERRED TO COMMITTEE
12/21/15 Next: 01/11/16	City Council	REFERRED TO COMMITTEE
01/11/16 Next: 02/01/16	City Council	REFERRED TO COMMITTEE

RESULT:	REFERRED TO COMMITTEE	Next: 3/7/2016 7:00 PM
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15. Resolution (ID # 3110)

Prohibition on the Sale of Loose Cigars

HISTORY:

06/15/15 Next: 09/14/15	City Council	REFERRED TO COMMITTEE
09/14/15 Next: 10/19/15	City Council	REFERRED TO COMMITTEE
10/19/15 Next: 11/16/15	City Council	REFERRED TO COMMITTEE
11/16/15 Next: 12/07/15	City Council	REFERRED TO COMMITTEE
12/07/15 Next: 12/21/15	City Council	REFERRED TO COMMITTEE
12/21/15 Next: 01/11/16	City Council	REFERRED TO COMMITTEE
01/11/16 Next: 02/01/16	City Council	REFERRED TO COMMITTEE

RESULT:	REFERRED TO COMMITTEE	Next: 3/7/2016 7:00 PM
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16. Resolution (ID # 3237)

City Council Agenda

HISTORY:

10/19/15 Next: 11/16/15	City Council	REFERRED TO COMMITTEE
11/16/15 Next: 12/07/15	City Council	REFERRED TO COMMITTEE
12/07/15 Next: 12/21/15	City Council	REFERRED TO COMMITTEE
12/21/15 Next: 01/11/16	City Council	REFERRED TO COMMITTEE
01/11/16 Next: 02/01/16	City Council	REFERRED TO COMMITTEE

RESULT:	REFERRED TO COMMITTEE	Next: 3/7/2016 7:00 PM
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17. Resolution (ID # 3293)

Puerto Rico Ch 9 Uniformity Act of 2015

HISTORY:

12/21/15 Next: 01/11/16	City Council	REFERRED TO COMMITTEE
01/11/16 Next: 02/01/16	City Council	REFERRED TO COMMITTEE

RESULT:	REFERRED TO COMMITTEE	Next: 3/7/2016 7:00 PM
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18. Order (ID # 3388)

Order Authorizing the Springfield Conservation Commission to Accept and Receive, in the Name of the City of Springfield, a Gift of Land from Bruce L. Morin of Property Known as Rear Tinkham Road (Parcel-ID # 11570-0140)

COMMENTS - Current Meeting:

Kevin Chaffee, Natural Resources Manager, and Melvin Altman, Associate City Solicitor, spoke in favor of the order and answered questions from the Council.

ATTACHMENTS:

- Deed Tinkham Rd. (DOC)

RESULT:	ADOPTED [12 TO 0]
MOVER:	Justin Hurst, At Large Councilor
SECONDER:	Timothy J. Rooke, At-Large Councilor
AYES:	Hurst, Shea, Twiggs, Allen, Rooke, Ramos, Williams, Gomez, Ashe, Edwards, Walsh, Fenton
ABSENT:	Marcus J Williams

19. Order (ID # 3390)

An Order Authorizing the Submission of Statements of Interest to the Mass. School Building Authority

COMMENTS - Current Meeting:

Kateri Walsh gave reports of the Maintenance and Development committee. The Committee met regarding Item 19 of the City Council Agenda, "An Order Authorizing the Submission of Statements of Interest to the Mass. School Building Authority". Superintendent Warwick and Patrick Sullivan spoke in favor of the item and responded to questions from the council about the schools that would benefit from the funding.

ATTACHMENTS:

- 2016 MSBA Statements of Interest (PDF)

RESULT:	ADOPTED [12 TO 0]
MOVER:	Kateri B. Walsh, At-Large Councilor
SECONDER:	Bud L. Williams, At-Large Councilor
AYES:	Hurst, Shea, Twiggs, Allen, Rooke, Ramos, Williams, Gomez, Ashe, Edwards, Walsh, Fenton
ABSENT:	Marcus J Williams

V. Suspension of Rules

20. Order (ID # 3392)

Warrant - Presidential Preference Primary

COMMENTS - Current Meeting:

Gladys Oyola, Election Commissioner, spoke in favor of the warrant and responded to questions from the Council.

RESULT:	ADOPTED [12 TO 0]
MOVER:	Kenneth E. Shea, Ward 6 Councilor
SECONDER:	Melvin A. Edwards, Ward 3 Councilor
AYES:	Hurst, Shea, Twiggs, Allen, Rooke, Ramos, Williams, Gomez, Ashe, Edwards, Walsh, Fenton
ABSENT:	Marcus J Williams

21. Order (ID # 3391)

Polling Places - Presidential Preference Primary

COMMENTS - Current Meeting:

Gladys Oyola, Election Commissioner, spoke in favor of the warrant and responded to questions from the Council.

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



City Council

ADOPTED

Meeting: 02/01/16 07:00 PM
Initiator: Christopher Fraser
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3375

2.1

Dispatch Support & Incentive Grant - No Match - \$663,262 (Mayor Sarno)

WHEREAS, the Dispatch Department ("Department") has been awarded an "FY 2016 State 911 Department Support & Incentive Grant" of \$663,262.00 from the Massachusetts Executive Office of Safety and Security; and

WHEREAS, the grant is intended to support the City's dispatch center; and

WHEREAS, the Department intends to use the grant funds to pay for dispatchers' salaries; and

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

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

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

State 911 Support Incentive Grant \$663,262

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



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



CHARLES D. BAKER
 Governor

DANIEL BENNETT
 Secretary of Public Safety
 and Security

FRANK POZNIAK
 Executive Director

January 5, 2016

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

Dear Mayor Sarno,

The Commonwealth of Massachusetts, State 911 Department would like to thank you for participating in the **FY 2016 State 911 Department Support and Incentive Grant** program.

For your files, attached please find a copy of the executed contract and the final approved Appendix A: Personnel List for your grant. Please note your contract start date is **January 5, 2016** 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 three (3) 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 Support and Incentive Grant File

Attachment: 911 Support Grant Award Letter & Contract (3375 : Dispatch Support & Incentive Grant - No Match - \$663,262)

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM (R#14)

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): <u>Springfield Dispatch Dept.</u>		COMMONWEALTH DEPARTMENT NAME: State 911 Department	
Legal Address: (W-9, W-4, T&C): 36 Court St Springfield MA 01103		MMARS Department Code: EPS	
Contract Manager: Melissa Nazzaro		Business Mailing Address: 1380 Bay Street, Building C, Taunton, MA 02780	
E-Mail: mnazzaro@springfieldpolice.net		Billing Address (if different):	
Phone: 413-750-2383 Fax: 413-787-6304		Contract Manager: Cindy Reynolds	
Contractor Vendor Code: <u>VC 6000192140</u>		E-Mail: 911DeptGrants@state.ma.us	
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address ID must be set up for EFT payments.)		Phone: 508-821-7299 Fax: 508-828-2585	
MMARS Doc ID(s): CT SUPG		RFR/Procurement or Other ID Number: FY2016 SUPPORT & INCENTIVE 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 <u>Prior</u> 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 <u>new</u> Total if Contract is being amended). \$ <u>663,262</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.) For disbursement of funds under the State 911 Department FY 2016 PSAP and Regional Emergency Communication Center Support and Incentive Grant as authorized and awarded in compliance with program 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 <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>Domenic J. Sarno</u> Date: <u>11/27/16</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>Frank Pozniak</u> Date: <u>11/5/16</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Frank Pozniak</u> Print Title: <u>Executive Director</u>	

Attachment: 911 Support Grant Award Letter & Contract (3375 : Dispatch Support & Incentive Grant - No Match - \$663,262)



City Council

ADOPTED

2.2

Meeting: 02/01/16 07:00 PM

Initiator: Melanie Acobe

Sponsors: Mayor Domenic J. Sarno

DOC ID: 3383

FY16 Partnership for Success Grant Acceptance - No Match Required \$425,000 (Mayor Sarno)

WHEREAS, the Springfield Health and Human Services Department ("Department") has been awarded a "Partnership for Success Grant" which will run for four (4) years from Feb. 1, 2016 through Sept. 29, 2020 in the amount of \$425,000.00 from the Commonwealth of Massachusetts, Department of Public Health; and

WHEREAS, the Department intends to use the grant funds to develop a local strategic prevention plan, to build prevention and implement capacity for prescription drug misuse and abuse prevention, to select and implement evidence based environmental strategies and participate in and comply with requirements of a national cross site evaluation; 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 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 Partnership for Success Grant Acceptance - No Match Required
\$425,000**

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



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 1/13/2016

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,
Commissioner

Was this Grant previously setup for a prior fiscal year?
If yes, please indicate your previous project number: 18715

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: PFS 2015

Total Grant Amount Awarded: MULTI-YEARS
 \$ \$63,750 (Feb 2016 to June 30, 2016)
 \$85,000.00 FY -2017/2018/2019
 \$21,250 FY 20 (July 2020 to Sept., 2020)

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 S. An
 Street Address 250 Washington Street, 8th Floor
 City, State, Zip Code Boston, MA 02108
 Telephone 617-624-6190
 Fax
 E-Mail sokonthea.an@state.ma.us

Actual Award Date 1/11/2016
 Board Approval Date
 Start Date 2/1/2016
 Expiration Date 6/30/2016
 Renewal Action Date (optional)

If there are any Matching Funds:

Type
 Percent
 Amount

Comments re: Description/Purpose of Grant

PFS 2015 : To develop local comprehensive strategic prevention plan, to build prevention and implement capacity for prescription drug misuse and abuse prevention, to select and implement evidence base environmental strategies and participate in and comply with requirements of a national cross site evaluation

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)

INTF2354M04W500+1115

Please list all object codes needed for the grant.

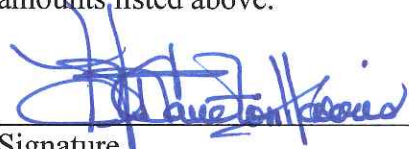
(Attach additional sheets if additional orgs and roll-ups are needed):

Org Code: 28975200

Object Codes: 501000/530105/531020/551700/571100/578700

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

1/13/2016

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 ~ STANDARD CONTRACT FORM



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

CONTRACTOR LEGAL NAME: City Of Springfield (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Department Of Public Health MMARS Department Code: DPH	
Legal Address: (W-9, W-4, T&C): 36 Court St Room 405, Springfield, MA 01103-1602		Business Mailing Address: 250 Washington Street, Boston, MA 02108	
Contract Manager: Alma Stelzer E-Mail: astelzer@springfieldcityhall.com		Billing Address (if different): Contract Manager: Sokonthea An E-Mail: Sokonthea.An@MassMail.State.MA.US	
Phone: 413-787-6736 Fax: n/a		E-Mail: Sokonthea.An@MassMail.State.MA.US	
Contractor Vendor Code: VC6000192140		Phone: 617-624-6190 Fax: 617-624-5017	
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): INTF2354M04W50091115 RFI/Procurement or Other ID Number: W50091	
☒ NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ☐ <u>Statewide Contract</u> (OSD or an OSD-designated Department) ☐ <u>Collective Purchase</u> (Attach OSD approval, scope, budget) ☐ <u>Department Procurement</u> (Includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) ☐ <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) ☐ <u>Contract Employee</u> (Attach Employment Status Form, scope, budget) ☒ <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)		☐ CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: __, 20__ Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) ☐ <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) ☐ <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) ☐ <u>Contract Employee</u> (Attach any updates to scope or budget) ☐ <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. ☒ Commonwealth Terms and Conditions ☐ Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. ☐ <u>Rate Contract</u> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) ☒ <u>Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or <u>new</u> Total if Contract is being amended). \$ <u>425,000.00</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days __ % PPD; Payment issued within 15 days __ % PPD; Payment issued within 20 days __ % PPD; Payment issued within 30 days __ % PPD. If PPD percentages are left blank, identify reason: __ agree to standard 45 day cycle ☒ statutory/legal or Ready Payments (G.L.c. 29, § 23A); ☐ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Serv. Purchased in Supp. Of Human and Social Serv.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ☐ 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . ☒ 2. may be incurred as of <u>02/01, 2016</u> , a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . ☐ 3. were incurred as of __, 20__, a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>09/29, 2020</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>[Signature]</u> Date: <u>1/14/16</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Domenic J. Sarno</u> Print Title: <u>Mayor</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Sharon Dyer</u> Print Title: <u>Director, Purchase of Service Office</u>	

FY: 2016

Amendment # (if Applicable): _____

If Federal Funds, CFDA# 93.243

PURCHASE OF SERVICE – ATTACHMENT 1: PROGRAM COVER PAGE**PROGRAM INFORMATION**

Contractor Name: City Of Springfield	Department Name: Massachusetts Department of Public Health
Program Type: Strategic Prevention Framework Partnership for Success 2	Document ID #: INTF2354M04W50091115
Program Name:	UFR Program:
Program Address: 36 Court St	MMARS Program Code: 4964
City/State/Zip: Springfield, MA 01103-1699	Other Reference Information (Information Purposes Only):
Contact Person: Alma Stelzer Telephone: 413-787-6736	Contact Person: Sokonthea An Telephone: 617-624-6190

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

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

TOTAL ANTICIPATED CONTRACT DURATION: 2/1/2016 to 9/29/2020

INITIAL DURATION: 2/1/2016 to 9/29/2020

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

FISCAL TERMS

Price is established through: (Check 1, 2, or 3)	FUNDING SUMMARY					
	Prior Years		Current Years		Future Years	
	FY	Amount	FY	Amount	FY	Amount
☐ OPTION 1: PRICE AGREEMENT (list price) \$ _____ Rate Regulation (if any) _____			2016	\$63,750.00	2017	\$85,000.00
☐ OPTION 2: SUMMARY BUDGET ("T" Lines only) ☐ Unit Rate ☐ Cost Reimbursement ☐ Other _____					2018	\$85,000.00
					2019	\$85,000.00
					2020	\$85,000.00
					2021	\$21,250.00
☒ OPTION 3: COMPLETED BUDGET ☒ Cost Reimbursement ☐ Unit Rate ☐ Other _____						
	Total:		Total:	\$63,750.00	Total:	\$361,250.00
	Multi Years Total:					\$425,000.00

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

Additional Payment or Price Specifications:

COMMONWEALTH OF MASSACHUSETTS

CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May

2004



CONTRACTOR LEGAL NAME:

CONTRACTOR VENDOR/CUSTOMER CODE:

CONTRACT #:

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

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

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

AUTHORIZED SIGNATORY NAME	TITLE
Domenic J. Sarno	Mayor

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

Signature: Domenic J. Sarno

Date: 1/14/14

Title: Mayor

Telephone: (413) 787-6100

Fax: (413) 787-6105

Email: dsarno@springfieldcityhall.com

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

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

Issued May
2004

COMMONWEALTH OF MASSACHUSETTS

CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME:
CONTRACTOR VENDOR/CUSTOMER CODE:
CONTRACT #:

PROOF OF AUTHENTICATION OF SIGNATURE

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

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

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

Title:

X

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

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

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

January 14, 20 16

STEPHANIE A. LIEBL
Notary Public

My commission expires on:

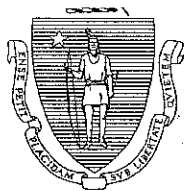
My Commission Expires September 29, 2017

AFFIX NOTARY SEAL

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

_____, 20 _____

AFFIX CORPORATE SEAL



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

CHARLES D. BAKER
Governor

KARYN E. POLITO
Lieutenant Governor

MARYLOU SUDDERS
Secretary

MONICA BHAREL, MD, MPH
Commissioner

Tel: 617-624-6000
www.mass.gov/dph

Date: 1/11/2016

To: City Of Springfield
Re: Contract # INTF2354M04W50091115

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

NEW STANDARD CONTRACT/AMENDMENT/RENEWAL FORM

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

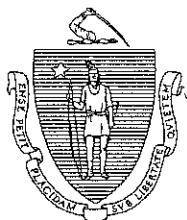
All attachments must be completed for your contract package to be processed.

CONTRACTOR AUTHORIZED SIGNATORY LISTING AND AUTHENTICATION FORM

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

If you have any questions, please contact **Sokonthea An** at **617-624-6190**. An original contract package must be completed by **1/25/2016** and mailed to:

Department of Public Health
Purchase of Service Office
250 Washington St., 8th Floor
Boston, MA 02108-4619
Attention: **Sokonthea An**



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

CHARLES D. BAKER
Governor

KARYN E. POLITO
Lieutenant Governor

MARYLOU SUDDERS
Secretary

MONICA BHAREL, MD, MPH
Commissioner

Tel: 617-624-6000
www.mass.gov/dph

January 8, 2016

Alma Stelzer
City of Springfield
1145 Main Street, Suite 208
Springfield MA 01103

Dear Ms. Stelzer:

This is to inform you that the Massachusetts Department of Public Health, Bureau of Substance Abuse Services has awarded you a new contract to provide Strategic Prevention Framework Partnership services. This contract, INTF2354M04W50091115 will have a maximum obligation of \$63,750.00 which will be in effect from February 1, 2016 through June 30, 2016. The maximum obligation of \$85,000.00 will be in effect for fiscal out years 2017, 2018, 2019 and 2020. The maximum obligation of \$21,250.00 will be in effect from July 1, 2020 through September 29, 2020.

This award contains funds from the Substance Abuse and Mental Health Services Administration (SAMHSA) of the Federal government, #4512-9085 (CFDA#93.243). Providers receiving federal grant funds will be considered sub-recipients for federal grant purposes and will be required to comply with applicable federal requirements, including but not limited to sub-recipient audit requirements under OMB Circular A-133.

If you have any questions, please call the Bureau at (617)624-5146.

A handwritten signature in black ink, appearing to read 'C. Whiteman', with a large, stylized flourish at the end.

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

Scope of Services

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

Contract ID #: INTF2354M04W50091115

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

☒ **New Contract** This form will only be included with packages where a procurement exception (waiver) supports the contract. Identify in detail the scope of services in terms of performance for a new contract. Services provided must be in accordance with the budget and the terms and conditions of the federal grant (if applicable). SEE ATTACHED (Strategic Prevention Framework Scope of work and contract conditions)

☐ **Contract Amendment**

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

☐ **Increase**

Include a clear explanation of what the funding change will support in terms of additional services.

☐ **Decrease**

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

☐ **Other**

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

Strategic Prevention Framework – Partnerships for Success 2015 (PFS 2015)

Scope of Work and Contract Conditions

The Bureau of Substance Abuse Services (BSAS) is pleased to announce that it has received a five-year Strategic Prevention Framework – Partnerships for Success 2015 (PFS 2015) award from the Substance Abuse and Mental Health Services Administration's Center for Substance Abuse Prevention (SAMHSA/CSAP). The goal of this initiative is to prevent/reduce prescription drug misuse and abuse among high school-aged youth in 16 communities across the Commonwealth. The grant is expected to begin on February 1, 2016.

This initiative is not limited to only prescription opioids – it can include any class of prescription drugs (as identified through the findings from a local assessment of the issue). The *primary* target population is high school-aged youth – which can be reached both in and/or outside of the school setting. *Secondary* target populations (e.g., parents, prescribers, etc.) can be served provided that the effects of any services delivered to these groups are likely to have an impact on past 30-day use of prescription drugs among high school-aged youth in the community.

PFS 2015 sub-recipient communities will use evidence-based environmental strategies that can be sustained through local policy, practice, and systems changes to reduce prescription drug misuse and abuse in the targeted age group (high school-aged youth). To achieve this goal, funded communities will:

- (1) Develop a local comprehensive strategic prevention plan that meets the requirements of the PFS 2015 funding announcement (detailed guidance will be provided upon award);
- (2) Build prevention and implementation capacity for prescription drug misuse and abuse prevention;
- (3) Select and implement evidence-based environmental strategies and interventions that can be sustained through local policy, practice, and systems changes that best address prescription drug misuse and abuse among the target population (high school-aged youth) within their communities; and
- (4) Participate in and comply with the requirements of a national cross-site evaluation that will be coordinated by Social Science Research and Evaluation, Inc., a state-level liaison under contract to BSAS.

In addition, funded communities will agree to the following conditions:

- SAMHSA/CSAP has mandated that all Partnerships for Success 2015 sub-recipient communities collect **bi-annual** high school student survey data on: (1) past 30-day use of prescription drugs and alcohol; and (2) perception of parental disapproval of use; perception of peer disapproval of use; and/or perceived risk/harm of use of prescription drugs and alcohol. The Massachusetts PFS 2015 grant is not addressing underage drinking prevention, but other states are, henceforth it is a requirement that each funded state collect data on both issues. The survey must occur for the first time either in Federal Fiscal Year 2016 (10/1/15 – 9/30/16) or Federal Fiscal Year 2017 (10/1/16 – 9/30/17). If the site does not have an existing high school survey in place or is unable to add these items to an existing survey, the state will collect these data using a brief community instrument that will be administered with a small sample of high school students in your community via our partners at the University of Massachusetts Survey Research Center. We will work with each site on a case-by-case basis immediately following the start of the grant to determine how to best meet this federal requirement of funding.

- No more than 10% of total funding can be used for Agency Admin. Support Allocation.
- **Prior to award**, by **January 29, 2016** each sub-recipient community must submit the following information to Fernando Perfas at fernando.perfas@state.ma.us:
 - (1) **A letter of agreement** to provide the aforementioned data bi-annually using an existing instrument in the community;
 - OR**
 - A letter from the Superintendent of Schools, his/her designee, or the Principal in the high school(s)** that are likely to be targeted by this initiative indicating that you are not currently able to meet the data requirement for the duration of the grant, but that the designated school spokesperson will work with the state and UMASS to fulfill the data requirement.
 - [If your community has multiple high schools, this requirement only applies to those school(s) in which you expect to intervene or have an impact via non-school-based prevention services.]
 - (2) **A Memorandum Of Understanding (MOU)** from **each** of the following list of local partners:
 - **Schools**
 - **Law Enforcement/Fire/First Responders**
 - **Health Care Providers**
 - **Local Prevention Coalitions/Groups**

(These partners as well as others will support project planning, implementation, and data collection activities.)
- By **April 15th, 2016**, each sub-recipient community will submit to BSAS **Section One: Parts 1&2 of the Strategic Plan** using SAMHSA's Strategic Prevention Framework (SPF) and guidance provided by BSAS and the statewide technical assistance center: the Massachusetts Technical Assistance Partnership for Prevention (MassTAPP). This will include:
 - (1) **A community assessment** of the scope and magnitude of prescription drug misuse and abuse among high school-aged youth in the community, associated risk and protective factors, contributing conditions, local policies, and other environmental factors using both local and state-supplied epidemiological data and other data sources.
 - (2) **A capacity-building plan** that outlines the training, technical assistance, and capacity needs of the sub-recipient community and how these needs will be addressed.
- By **June 10th, 2016**, each sub-recipient community will submit to BSAS **a full local comprehensive Strategic Plan** using SAMHSA's Strategic Prevention Framework (SPF) and guidance provided by BSAS and the statewide technical assistance center: the Massachusetts Technical Assistance Partnership for Prevention (MassTAPP). This plan will include:
 - (1) **A community assessment** of the scope and magnitude of prescription drug misuse and abuse among high school-aged youth in the community, associated risk and protective factors, contributing conditions, local policies, and other environmental factors using both local and state-supplied epidemiological data and other data sources.
 - (2) **A capacity-building plan** that outlines the training, technical assistance, and capacity needs of the sub-recipient community and how these needs will be addressed.

- (3) A **strategic plan**, including a logic model, which outlines the goals and objectives of the program, the activities that will be implemented, and the desired outcomes.
- **Note:** Sub-recipient communities must select from a list of evidence-based strategies, interventions, programs, policies, and practices that have been identified by the State's Evidence Based Practices (EBP) Workgroup. Emphasis will be placed on environmental strategies, interventions, policy work, and practices that have the potential to impact the largest number of individuals within each identified sub-recipient community.
- (4) An **implementation plan**, including a timeline, which describes how the identified programs, policies, and practices will be implemented.

Sub-recipient communities may not implement interventions until BSAS approves their strategic plan.

- By **July 1, 2016**, sub-recipient communities will **begin full implementation** of a comprehensive prevention plan that incorporates at least one evidence-based environmental strategy or intervention that can be sustained through local policy, practice, and/or a system change to address prescription drug misuse and abuse among high school-aged youth within their communities.

Staffing Requirements

- By **March 11, 2016** each sub-recipient community must submit the following information to Andrew Robinson at andrew.robinson@state.ma.us:

- (1) A **staffing plan** that describes project staff, education, qualifications, responsibilities and percentage of time devoted to the project (Please attach résumés):

The staffing plan must outline/include the following:

- A staffing pattern that is sufficient for supporting the delivery of the program service *including appropriate salaries*. The PFS 2015 project must include a 1.0 FTE position – consisting of a single individual or a shared FTE arrangement totaling 1.0 FTEs across multiple individuals. This requirement will be strictly enforced.
- Staff who are linguistically and culturally appropriate to the populations being served.
- Project staff must attend or be scheduled to attend a 4-day Substance Abuse Prevention Skills Training (SAPST).
- Staff must be Certified Prevention Specialists (CPS) or in the process of becoming certified.

Note: These questions must also be addressed for staff of any subcontractor(s) that will be included in the project.

Overall

Providers that hold POS contracts with Commonwealth Agencies are required to file a "Supplier Diversity Program (SDP) Form for Purchase of Service (POS)" each year and upload with their Uniform Financial Report (UFR). This requirement includes bidders who have already been certified as SDO Certified Partners by OSD. Providers that are exempt from UFR filing requirements must submit the SDP form when they upload their exemption request. Providers responding to POS bids posted on COMMBUYS will be directed to submit the most recent copy of their "SDP Form for Purchase of Service" with their proposals/quotes.

Part I

Bidder/Contractor Information: Business name, full address, contact name, phone number and email.

Part II - Contractor's SDP Partners

SDP Partner(s) must be a Women Owned (WBE), Minority Owned (MBE) or Minority and Woman Owned (M/WBE) Business Enterprise, a Service-Disabled Veteran-Owned Business Enterprise (SDVOBE) or Woman Nonprofit (WNP) or Minority Nonprofit (MNP) certified by the Supplier Diversity Office. You must include the partner's business name and full address.

Description of Business Relationship: In this section, the prime Bidder/Contractor must provide a description of the business relationship/arrangement with the SDO Certified Partner. The Supplier Diversity Program offers trainings on the SDP Plan requirements. See link below for information on upcoming trainings.

Check SDP Partners Certification: Check the appropriate box(es)

Financial Commitment: In fourth column, include the amount (as an exact dollar figure) your organization is committed to spend with identified SDP partners during the current Fiscal Year. In the fifth column, enter the amount (as an exact dollar figure) that your organization expended with SDP partners during the past fiscal (UFR reporting year). Total commitment is for the organization and not by contract. As an example, for the FY2014 UFR reporting year, the commitment column would include total expenditures anticipated to be made in FY2015. The expended amount would include all expenditures with SDP Certified Partners in FY2014.

The total SDP spend will automatically calculate. The total POS spend amount can be found on the Federal Listing posted by OSD on the provider's UFR eFiling site. Once this amount is entered, the percent will automatically calculate.

- Resources available to assist Prime Bidders in finding potential **Minority Business Enterprises (MBE)** and **Women Business Enterprises (WBE)** partners can be found on the **Supplier Diversity Program Webpage** (www.mass.gov/sdp).
- For a complete list of certified vendors refer to: <https://www.sdo.osd.state.ma.us/BusinessDirectory/BusinessDirectory.aspx>
- Resources available to assist Prime Bidders in finding potential **Service-Disabled Veteran-Owned Business Enterprise (SDVOBE)** partners can be found on the **Supplier Diversity Office Webpage** (www.mass.gov/sdo).
- The dates of upcoming SDP trainings can be found on the **OSD Training & Outreach Webpage**. In addition, the SDP Webinar can be located on the **Supplier Diversity Program Webpage** (www.mass.gov/sdp).

Supplier Diversity Program (SDP) Form for Purchase of Service (POS) **Submission for Fiscal Year _____**

Instructions: Completing all parts of this form is required in order for a provider to be qualified to contract with Commonwealth Agencies for POS services. This form is due annually with a provider's Uniform Financial Report and a copy of the completed form is to be submitted when responding to POS contract opportunities with an Executive Agency or Department

Part I - Bidder/Contractor Information

Business Name and Full Address:

Contact Name:

Phone #

Email address:

Part II - Contractor's SDP Partners (Required) (Fill in Applicable Lines; Attach additional pages as needed)

Planned SDP Partner's Company Name and Address. Providers that are currently SDO Certified may not list themselves as a Partner in this chart.

Description of Business Relationship, i.e. Explain business arrangement

Check SDP Partner's Certification(s) below

Committed Amount in Current Fiscal Year

Expended Amount in Prior Fiscal Year

☐ MBE ☐ WBE

☐ M/WBE ☐ SDVOBE ☐ M/W Non Profit

☐ MBE ☐ WBE

☐ M/WBE ☐ SDVOBE ☐ M/W Non Profit

☐ MBE ☐ WBE

☐ M/WBE ☐ SDVOBE ☐ M/W Non Profit

☐ MBE ☐ WBE

☐ M/WBE ☐ SDVOBE ☐ M/W Non Profit

Total Supplier Diversity Program Spend

Total Purchase of Service Spend

Percent (%) of POS Spend

By signing and submitting this form, you certify that Certification Status has been checked for the above noted SDP Partners and the information provided above is correct. Certification Status can be checked on the Supplier Diversity Webpage (<http://www.mass.gov/sdo>)

Name:

Title:

Signature:

Date: ____/____/____



**MASSACHUSETTS DEPARTMENT OF PUBLIC HEALTH
CONFIDENTIALITY AGREEMENT
STANDARD TERMS AND CONDITIONS**

Attachment # ____ to RFR # ____

I. GENERAL PROVISIONS

Section 1. The Department of Public Health (Department) is a hybrid entity under the Health Insurance Portability and Accountability Act (HIPAA). The _____ (Program) is a non-covered component and therefore not subject to the HIPAA Privacy or Security Rules. The Department is subject to the Fair Information Practices Act (FIPA) and since the Department is providing to the Vendor and/or the Vendor may receive or create Confidential Information on behalf of the Department, a confidentiality agreement is included as part of this contract. The Vendor _____ in the performance of its duties under the contract(s) awarded pursuant to RFR # _____ (the RFR and all attachments to it are referred to collectively as the Contract) is a holder of Confidential Information.

Section 2. The Confidentiality Agreement terms and conditions are intended to protect the privacy and security of all Confidential Information that the Vendor may receive from and/or create on behalf of the Department in the performance of its duties and responsibilities under the contract, and to ensure that the Department through its Vendor complies with FIPA as well as all other applicable state or federal laws governing the privacy or security of any data received or created under the contract.

II. DEFINITIONS FOR USE IN THIS AGREEMENT

All terms used, but not otherwise defined herein, shall be construed in a manner consistent with FIPA and other applicable state or federal privacy or confidentiality laws.

"Confidential Information" (CI) includes:

- Personal Data
- Protected Health Information
- Security Information
- Other information that the data owner determines requires protection from unauthorized access.

Hereinafter, this agreement shall use "CI" to refer to all Confidential Information, unless only a subset is appropriate.

"Data Subject" means an individual to whom Personal Data or Protected Health Information refers.

"Electronic Media" means:

- *Electronic storage media* including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or
- *Transmission media* used to exchange information already in electronic storage media. Transmission media include, for example, the Internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Faxes sent directly from one fax machine to another, person-to-person telephone calls, video teleconferencing, and messages left on voice-mail are not considered transmission media. However, any faxes sent from a computer, including those made by a fax-back system, are considered transmission media.

"Holder" (referenced herein as Vendor) means any person or entity which contracts or has an arrangement with an agency (DPH) whereby it holds Personal Data as part or as a result of performing a governmental or public function or purpose.

"Information system" means the interconnected set of information resources under the direct control of the Department, as well as those used by the Department under the control of other entities, including the Commonwealth's Information Technology Division, and the Executive Office of Health and Human Services. The information resources comprising an information system include any equipment, software, devices, or interconnected system or subsystems of software and equipment that are used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data.

"Personal Data" (PD) means any information in any medium concerning an individual, which because of name, identifying number, mark or description can be associated with a particular individual, provided that the information is not contained in a public record and shall not include intelligence information, evaluative information or criminal offender record information as defined in G.L. c. 6, § 167. Protected Health Information, as defined below, constitutes a subset of Personal Data.

"Protected Health Information" (PHI) means information in any form or medium that relates to the past, present or future, physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe can be used to identify the individual that the Vendor receives, creates or uses under the Agreement. The term PHI applies to the original data and to any data derived or extracted from the original data. PHI is a subset of PD.

"Security Incident(s)" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

"Security Information" means information related to the Department's Information Systems, the disclosure of which would expose the information systems to external threats, and could lead to the unauthorized disclosure of personal data. Security Information includes, but is not limited to, network diagrams, system schematic drawings, security policies and procedures, user account information and passwords, threat or vulnerability assessments, or any other records relating to the security of the Department's information systems.

III. OBLIGATIONS OF THE VENDOR

Section 1. Compliance with State and Federal Law. The Vendor acknowledges that in the performance of this Contract, it may receive CI. The Vendor acknowledges that by accepting the CI, it becomes a "holder" of the "Confidential Information" within the meaning of M.G.L. c. 66A, FIPA, and will comply with the requirements of that law as well as all other applicable state or federal laws governing the privacy or security of any data received or created under the Contract.

Section 2. Ownership of CI. The Vendor shall at all times recognize the Department as sole owner of the CI. As owner of the CI, the Department shall at all times have complete control over the access, use, disclosure and disposition of the CI, including, if relevant, editorial control over the output.

Section 3. Agreements by Third Parties. If the Department authorizes the Vendor in advance to engage a subcontractor or an agent, and such subcontractor or agent receives CI from or creates or receives CI on behalf of the Vendor or Department, the Vendor shall obtain and maintain a written agreement with each agent or subcontractor. The agreement shall provide that such agent or subcontractor agrees to be bound by the same restrictions, terms and conditions that apply to the Vendor pursuant to this Contract with respect to such CI including, but not limited to, implementing reasonable safeguards to protect the information. All provisions of the Contract apply to all such CI, whether in the possession of the Vendor or any agent or subcontractor. The Vendor is responsible for ensuring each agent's and subcontractor's compliance with all applicable provisions of the Contract. Upon request, the Vendor shall provide the Department with a copy of the written terms between the Vendor and the subcontractor or agent.

Section 4. Security: Appropriate Safeguards. The Vendor agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the CI. Such safeguards shall meet, at a minimum, industry best practices standards and specific standards for

privacy and security established by the Department and the Commonwealth. Appropriate safeguards shall include, at a minimum:

- Providing appropriate privacy and security training for each of its employees, agents, or subcontractors who will have access to the Department's CI.
- Requiring each of its employees, agents, or subcontractors having any access to or use of CI to comply with applicable laws and regulations relating to confidentiality, privacy, and security of the CI.
- To the extent that the Vendor's employees physically work on site at the Department, they shall be subject to the Department's Confidentiality and Security Policies and Procedures.
- Not removing any CI from Commonwealth premises, unless authorized under the contract.
- Protecting the physical and electronic security of the CI, including any data created, accessed, stored, or transmitted by electronic media.
- Taking steps to prevent unauthorized access to the CI, including preventing unauthorized access through the use of individual user accounts which are password protected and can be audited.
- Laptop security – When a laptop maintaining CI is not in use, the CI must be secured as encrypted files, or in an encrypted volume on the hard drive or a CD. (Example: PGP Disk File and Disk Encryption). Laptops or CDs must not be left unattended and must be stored securely in locked cabinets or rooms.
- Portable electronic media, if authorized to be used to maintain CI, must include encryption functionality, and must be stored in locked cabinets or rooms.
 - *USB Thumb Drives* must have password or biometric protection to provide for encrypted file security. The encryption must be enabled whenever the CI is not being used. (Example: the *Lexar Jumpdrive Secure*)
 - CI stored on a *CD-Rom* must be maintained in an encrypted file. (Example: WinZip 9 with 256 bit AES encryption)
- Data Backup – The Vendor shall backup CI as is necessary to ensure the integrity and availability of all information required to perform vendor's obligations under the Contract. The Vendor shall provide for the security of all backup tapes and storage media.
- If the Department's CI is stored on backup tapes, which cannot be segregated from other data maintained by the Vendor due to the choice of backup media and system, the Vendor shall continue to ensure the privacy and security of the Department's CI so long as the backup media is needed. All protections pertaining to any CI covered by the Agreement shall remain in force for so long as the Vendor maintains such CI. To the extent feasible a separate back-up tape should be utilized for the CI under this contract.
- Media Sanitization - Unless otherwise authorized under the terms of the contract, all copies of any Department CI stored on electronic storage media, including thumb drives, controlled by the Vendor, must be destroyed upon termination of the Agreement. CI must be destroyed so that it cannot be

recovered from the electronic storage media. Acceptable methods include the use of file wiping software implementing at a minimum DoD.5200.28-STD (7) disk wiping, and the degaussing of backup tapes. Electronic storage media such as floppy disks, CDs, and DVDs used to store data must be made unusable by physical destruction.

- Upon request, the Vendor will furnish the Department with a description of the steps it has taken to prevent use or disclosure of the CI not authorized by this Contract and agrees to allow authorized representatives of the Department access to premises where the CI is kept for the purpose of inspecting security (physical and electronic) arrangements.

Section 5. Non-Secure Transmissions Prohibited. The Vendor agrees that it will not transmit the CI over any unsecured network or over any wireless communication device.

- Transmissions of CI over the Internet are limited to secure transmission protocols approved in writing by the Department
- All CI hosted by the Vendor, and accessible remotely, including via the Internet, must be secured through the use of Firewalls and other perimeter security technologies and must be approved in writing by the Department.

Section 6. Reporting of Disclosures or Security Incidents. The Vendor agrees that it will notify the Department under this Contract both orally and in writing no later than (1) business day following discovery or notice of:

- any use or disclosure of CI not allowed by this Contract,
- any security incident involving or potentially involving the Department's CI

Section 7. Mitigation. The Vendor shall mitigate, to the extent practicable, any harmful effect that is known to the Vendor of its use or disclosure of CI in violation of the Contract or any security breach. The Vendor shall in consultation with the Department take measures that the Department deems appropriate to recover the CI and prevent a future breach of the confidentiality and security of the CI. The Vendor shall report to the Department the results of all mitigation actions taken. Nothing in this Section shall be deemed to waive any of the Department's legal rights or remedies that arise from the Vendor's unauthorized use or disclosure of the CI or security breach.

Section 8. Notice of Request for CI. The Vendor agrees to notify the Department prior to the return date or within five (5) days of the Vendor's receipt of any legal request, court order, or subpoena for CI, whichever is earlier. To the extent that the Department decides to assume responsibility for challenging the validity of such requests, the Vendor agrees to cooperate fully with the Department in such challenge.

Section 9. Access to CI or Personal Data.

- A. The Vendor shall provide the Department with access to or copies of any CI that it maintains pursuant to the contract.

- B. The Vendor shall provide the data subject with access directly to the subject's PD, subject to restrictions, if the individual makes the request directly to the Vendor, as shall be necessary to meet its obligation under M.G.L. c. 66A.
- C. Such access or copies shall be provided to the Department or individual within five (5) days of the request.

Section 10. Availability of PD for Amendment. The Vendor shall allow an individual to make requests to amend his or her PD that the Vendor maintains and for which the Vendor is the source, subject to restrictions. The Vendor shall also make any amendment(s) to PD that it received from or created or received on behalf of the Department that the Department directs, in order for the Department to meet its obligations under M.G.L. c. 66A. All such amendments shall be made within ten (10) days of receipt of the request from the Department.

Section 11. Accounting of Disclosures. The Vendor shall document PD disclosures and required information related to such disclosures, as is necessary for the Department to respond to an individual's request for accounting of disclosures in accordance with the Department's Confidentiality Policy and Procedures, Procedure # 12. The Vendor agrees to provide to the Department or the individual, within ten (10) days of the request an accounting of disclosures of PD. At a minimum, the Vendor will provide the following information: (i) the date of the disclosure, (ii) the name of the entity or person who received the PD, and if known, the address of such entity or person, (iii) a brief description of the PD disclosed, and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure.

Section 12. Access to Records. The Vendor shall make available to the Department its internal practices, books, and records including policies and procedures relating to the use and disclosure of the CI received from the Department, or created or received by the Vendor on behalf of the Department as well as security procedures. The Department shall determine the time and manner for making such material available.

IV. PERMITTED USES AND DISCLOSURES BY THE VENDOR

Section 1. Uses and Disclosures of CI. The Vendor agrees to use or disclose CI that it receives from and/or creates or receives on behalf of the Department only as specified in this Section IV.

A. To Perform the Contract (MDPH to check one)

☐ The Vendor's responsibilities under the contract require only the use of CI. Vendor is prohibited from disclosing any CI to any entity other than the Department. The Vendor shall give the Department full access to such CI for purposes of auditing the performance of the Vendor under the Contract and as the Department determines is otherwise necessary.

If the box above is checked, Sections 9 (B), 10, and 11 of Part III of this agreement do not apply.

☐ The Vendor may use or disclose CI, or create CI on behalf of the Department, as is necessary for the Vendor to administer or perform the functions, activities and services that are required to satisfy its obligations under the Contract. This shall include providing the Department with full access to such CI for purposes of auditing the performance of the Vendor under the Contract and as the Department determines is otherwise necessary for: (1) providing treatment to individuals receiving services under the contract; (2) the payment for or reimbursement of those services; and/or (3) health care operations. Operations shall include reporting to the Department to fulfill state or federal reporting requirements. If the Vendor concludes that a client authorization is required for the release of personal data to the Department as required in this section, the Vendor agrees to timely secure client authorizations.

Further Clarification (by MDPH if necessary):

B. For Publication or Presentation

No results or findings derived from the data provided or created pursuant to this contract may be published or publicly released without prior written approval by MDPH. All proposed publications or releases must be submitted for review and comment to MDPH at least thirty days prior to the date of the proposed release for the purpose of ensuring that at a minimum:

- No individual case level data are released;
- All aggregate data are in compliance with the MDPH aggregated data release standards;
- All materials developed with data provided or created pursuant to this contract shall clearly reflect the source of the data, and funding, if applicable, as the Massachusetts Department of Public Health;
- All MDPH recommendations are addressed prior to publication; in certain instances the inclusion of a disclaimer may be required.

The Vendor understands that Department approval pursuant to the conditions

outlined in this subsection is required prior to any distribution by electronic media of data interpretation or findings derived from the data provided, and that any such distribution must be in read-only format. For purposes of this Agreement, publication by electronic media includes the Internet, the Vendor's extranet, electronic bulletin board or newsgroups, RSS or Atom-based syndication, or similar communication modes utilizing the electronic dissemination of information.

C. For Research: The Vendor agrees that it may not disclose CI received from or created or received pursuant to the contract with the Department for research purposes without the written approval of the MDPH Research and Data Access Review (RaDAR) Committee for the specific research.

Section 2. Minimum Necessary. The Vendor agrees to take reasonable steps to limit the amount of CI used and/or disclosed pursuant to Section 1 of this subsection to the minimum necessary to achieve the purpose of the use and disclosure.

V. PLEDGE BY AUTHORIZED USERS: The Vendor will limit access to the CI to only those individuals it has authorized to access the CI. All authorized users must sign the Confidentiality Pledge, attached to this agreement, prior to accessing the CI. Vendor shall hold a Confidentiality Pledge for each authorized user, and shall provide to the Department a copy of each pledge within ten (10) days of the signing of each pledge.

VI. TERMINATION OR COMPLETION OF CONTRACT WITH THE VENDOR

Section 1. Termination Upon Breach of Provisions Applicable to CI. The Department may terminate this Contract immediately upon written notice, as specified in section 5 of the Commonwealth Standard Terms and Conditions, if the Department determines, in its sole discretion, that the Vendor has materially breached any of its obligations regarding CI. Prior to terminating this Contract as permitted above, the Department, in its sole discretion and according to standards approved by the Department, may provide an opportunity for the Vendor to cure the breach or end the violation. If such an opportunity is provided, but cure is not feasible, or the Vendor fails to cure the breach or end the violations within a time period set by the Department, the Department may terminate the Contract immediately upon written notice.

Section 2. Effect of Termination or Completion:

- A.** The Vendor agrees that within 14 days of the termination or completion of this Contract, it will return, or destroy, at Department's direction and according to standards approved by the Department, any and all CI that it maintains in any form, including CI that is in the possession of its subcontractors or agents and will retain no copies of the CI.
- B.** Notwithstanding the foregoing, to the extent that the Department agrees that it is not feasible to return or destroy such CI, the Vendor shall continue to

ensure the privacy and security of the Department's CI so long as it retains the CI. All protections pertaining to any CI covered by this Agreement shall remain in force for so long as the Vendor maintains the CI.

- C. The Confidentiality Agreement is coterminous with the underlying contract. If a renewal contract is signed, a renewal confidentiality agreement is also required. To the extent that a contract agreement is amended, the confidentiality agreement shall be amended as needed.

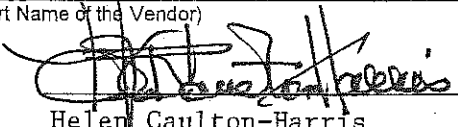
Section 3. Survives the Termination of the Contract. Notwithstanding any other provisions concerning the term of the Contract, all obligations of the Vendor and protections pertaining to the privacy and security of CI under this Agreement shall continue so long as the Vendor retains any CI covered under this agreement.

VII. MISCELLANEOUS PROVISIONS

Section 1. Remedies. Nothing in this Agreement shall be construed to waive or limit any of the Department's legal rights or remedies that may arise from the Vendor's unauthorized use or disclosure or security breach. The Department's exercise or non-exercise of any authority under the Agreement including, for example, any rights of inspection or approval of privacy or security practices or approval of subcontractors, shall not relieve the Vendor of any obligations as set forth herein nor be construed as a waiver of any of the Vendor's obligations, or as an acceptance of any unsatisfactory practices, or privacy or security failures by the Vendor.

Section 2. Interpretation. Any ambiguity in this contract shall be resolved to permit the Department to comply with M.G.L. c. 66A, and any other law pertaining to the privacy or security of Confidential Information.

The Vendor has caused its duly authorized representative to execute this Agreement.

City of Springfield
 (Insert Name of the Vendor)
 By 
 Helen Caulton-Harris
 Title Commissioner
 Date 1/14/2016



THE COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF PUBLIC HEALTH

Pledge of Confidentiality

Agreement for the Use of Confidential Information
Department of Public Health

I, the undersigned, understand that in the course of my work for City of Springfield Department of Health/Human Services (name or organization) relating to a contract with the Massachusetts Department of Public Health (MDPH), I may have access to confidential information—including personal data about individuals or security information—either provided by MDPH or created on its behalf. This information may be contained in paper forms, computerized data bases or other media.

I understand that access to this confidential information is provided for the sole purpose of the work covered by the MDPH contract. I understand that this confidential information is protected from unauthorized disclosure under state law and that its use for this contract is limited by law and MDPH Confidentiality Policy and Procedures.

I recognize that the unauthorized use or disclosure of any confidential information may cause serious harm to individuals and damage to the mission of the Massachusetts Department of Public Health. Such unauthorized use is inconsistent with the terms of the contract, is against the ethical standards of my profession, may be a violation of state and/or federal law, and may be sufficient cause for MDPH to terminate this contract, bar future participation in MDPH contracts or take other legal action.

In order to preserve the confidentiality of the MDPH confidential information and the integrity of the data systems to which I have access, I acknowledge and agree that:

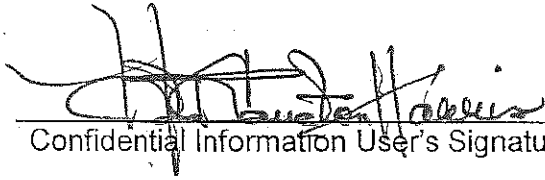
DATA USER INITIALS BELOW:

1. [Signature] Regardless of how obtained, I will respect the confidentiality of all MDPH confidential information to which I have access. I will not disclose any confidential information unless authorized to under the contract with the MDPH and I will not attempt to access confidential information to which I am not entitled.
2. [Signature] I will conduct any related activities, including but not limited to: analysis, discussion with others authorized to access this confidential information, and report writing performed with computerized data/information or paper

form resources, in accordance with all applicable policies and procedures and best practices.

3. *H* I will ensure the physical security of all MDPH confidential data when I leave my work area unattended through the use of locked files, locked workstations, locked offices, and similar methods. This applies to the security of medical records, case review forms, computerized printouts, computer diskettes and other materials relevant to my project duties.
4. *H* Any passwords and/or identification codes assigned to me for access to computers containing MDPH confidential information are intended for my professional project-related use only. I understand that I will be accountable for all data, reports, and other activities performed under my assigned passwords and identification codes. I will not disclose my passwords/ID codes to others and will be responsible for assuring that any employees that I supervise are assigned their own passwords/codes.
5. *H* I will report to my supervisor or the MDPH contact any misuse of computing resources or MDPH confidential information, or anything which leads me to suspect that the security of my own passwords has been compromised.
6. *H* I will report to my supervisor, or if I am the supervisor, to the MDPH contact, any inappropriate disclosure of confidential information provided by MDPH or created by this contract.
7. *H* I will not discuss MDPH confidential information except in the performance of contract-related duties and only if authorized.
8. *H* I will not remove any MDPH confidential information from the work place unless explicitly authorized by MDPH and my supervisor.
9. *H* I will not place confidential information on a laptop or transmit the information electronically unless explicitly authorized by MDPH and my supervisor and shall be responsible for following all relevant standards if approved to use a laptop or transmit confidential information.
10. *H* I understand that infringement of these rules could result in the denial of future authorization of access to MDPH confidential information.
11. *H* I understand that all confidential information provided by or created on behalf of MDPH are owned by the MDPH and no findings derived from the data provided or created pursuant to this contract may be published or publicly released without prior submission and written approval by MDPH.

I have read the Confidentiality Agreement that is part of the contract with the Massachusetts Department of Public Health and I agree to abide by the conditions therein.



Confidential Information User's Signature

1/13/2016
Date

Helen Caulton-Harris

Confidential Information User's name (printed or typed)

City of Springfield

Vendor

Sign
Here

**COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF PUBLIC HEALTH**

FY 2016 SUBCONTRACTOR IDENTIFICATION LIST FOR DIRECT CARE SERVICES

Provider/Vendor Name: _____ Vendor VC No: _____

Program Name: _____ Contract ID: _____

Instructions: Providers/vendors must complete and submit to DPH at the time of initial contract execution AND when subcontract dollars and/or vendors/providers are added or deleted. This form must be signed by the DPH program representative to indicate program approval PRIOR TO the execution of said subcontract(s).

Subcontractors must agree to the Terms and Conditions set forth in the RFR, which is part of this contract. Subcontracts must be in writing, in accordance with Section 9 of the Commonwealth Terms and Conditions or the Commonwealth Terms and Conditions for Human and Social Services. Providers may use the standard subcontract template available through DPH contract managers. All subcontracts must be available for review by authorized agents of the Commonwealth. DPH may require the submission of any subcontract at any time during the contract period.

1. Total Subcontract Dollars* \$ _____

2. Amount of #1 allocated to identified subcontractors (list below): \$ _____

Line 206

Subcontractor Name	FEIN	Subcontract Amount	Type of Service provided and number of service units, if applicable
TOTAL: (Must = #2 above)			

3. Amount of #1 not yet allocated to identified subcontractors: \$ _____

Submitted by: _____
Provider/Vendor Authorized Signature

Date: _____ Phone: _____

Print Name

Approved by: _____
DPH Program Manager

Date: _____ Phone: _____

Print Name

* For contracts using Attachment 3, the Program Budget Form, 2 + 3 must = Line 206 of the form.

Updated 3/9/2015

PURCHASE OF SERVICE - ATTACHMENT 3: FISCAL YEAR PROGRAM BUDGET

Program Name:		Document ID#:		MMARS Activity Code:		Program Type:		UFR Prog. #:		
		INTF2354M04W50091115								
	Program Component	Current		Amend. Change		New		COST REIMBURSEMENT ONLY		
		FTE	Amount	FTE	Amount	FTE	Amount	Offset	Source	Reimbursable Cost
UFR Title #	Direct Care/Program Support Staff/Overtime/Shift Differential & Relief (Titles 101-141)	1	17,374							
	SUBTOTAL STAFF		17374							
150	Payroll Taxes		869							
151	Fringe Benefits		5907							
T 100	Total Direct Care/Program Staff		24150							
Title	Occupancy									
301	Program Facilities									
390	Fac. Oper/Main/Furn									
T 300	Total Occupancy		0							
UFR Title	Other Direct Care/Program Support									
201	Direct Care Consultant		25000							
202	Temporary Help									
203	Clients/Caregivers, Reimb/Stipends									
206	Subcontract Dir. Care									
204	Staff Training		3000							
205	Staff Mileage/Travel		1500							
207	Meals									
208	Contracted Client Trans.									
208	Vehicle Expenses									
208	Vehicle Depreciation									
209	Incid. Health/Med Care									
211	Client Per. Allowances									
212	Prov. of Material Good									
214	Direct Client Wages									
214	Other Commercial Prod. & Svs.									
215	Program Supplies/Mat		3500							
T 200	Total Other Direct Care/Program		33000							
Title	Direct Admin Expenses									
216	Program Support		2456							
510 (410 & 390)	Other Direct Administrative Expenses									
T 500	Total Direct Administrative Exp.									
T	SUBTOTAL PROGRAM COSTS									
410	Agency Admin. Support Allocation 6.50%		\$4144							
T	PROGRAM TOTAL		\$63,750							

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

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

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

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

PURCHASE OF SERVICE - ATTACHMENT 3: FISCAL YEAR PROGRAM BUDGET

Program Name:		Document ID#: INTF2354M04W50091115		MMARS Activity Code:		Program Type:		UFR Prog. #:		
	Program Component	Current		Amend. Change		New		COST REIMBURSEMENT ONLY		
		FTE	Amount	FTE	Amount	FTE	Amount	Offset	Source	Reimbursable Cost
UFR Title #	Direct Care/Program Support Staff/Overtime/Shift Differential & Relief (Titles 101-141)	1	41857							
	SUBTOTAL STAFF									
150	Payroll Taxes		5094							
151	Fringe Benefits		14242							
T 100	Total Direct Care/Program Staff		58223							
Title	Occupancy									
301	Program Facilities									
390	Fac. Oper/Main/Turn									
T 300	Total Occupancy									
UFR Title	Other Direct Care/Program Support									
201	Direct Care Consultant		15000							
202	Temporary Help									
203	Clients/Caregivers, Reimb/Stipends									
206	Subcontract Dir. Care									
204	Staff Training		2500							
205	Staff Mileage/Travel		2000							
207	Meals									
208	Contracted Client Trans.									
208	Vehicle Expenses									
208	Vehicle Depreciation									
209	Incid. Health/Med Care									
211	Client Per. Allowances									
212	Prov. of Material Good									
214	Direct Client Wages									
214	Other Commercial Prod. & Svs.									
215	Program Supplies/Mat		1757							
T 200	Total Other Direct Care/Program		21252							
Title	Direct Admin Expenses									
216	Program Support									
510 (410 & 390)	Other Direct Administrative Expenses									
T 500	Total Direct Administrative Exp.									
T	SUBTOTAL PROGRAM COSTS									
410	Agency Admin. Support Allocation	%	\$ 5525							
T	PROGRAM TOTAL		\$85,000							

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

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

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

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

PURCHASE OF SERVICE - ATTACHMENT 3: FISCAL YEAR PROGRAM BUDGET

Program Name:		Document ID#: INTF2354M04W50091115		MMARS Activity Code:		Program Type:		UFR Prog. #:		
	Program Component	Current		Amend. Change		New		COST REIMBURSEMENT ONLY		
		FTE	Amount	FTE	Amount	FTE	Amount	Offset	Source	Reimbursable Cost
UFR Title #	Direct Care/Program Support Staff/Overtime/Shift Differential & Relief (Titles 101-141)	1	42725							
	SUBTOTAL STAFF		42725							
150	Payroll Taxes		2136							
151	Fringe Benefits		14527							
T 100	Total Direct Care/Program Staff		59388							
Title	Occupancy									
301	Program Facilities									
390	Fac. Oper/Main/Furn									
T 300	Total Occupancy									
UFR Title	Other Direct Care/Program Support									
201	Direct Care Consultant		15000							
202	Temporary Help									
203	Clients/Caregivers, Reimb/Stipends									
206	Subcontract Dir. Care									
204	Staff Training		2000							
205	Staff Mileage/Travel		1500							
207	Meals									
208	Contracted Client Trans.									
208	Vehicle Expenses									
208	Vehicle Depreciation									
209	Incid. Health/Med Care									
211	Client Per. Allowances									
212	Prov. of Material Good									
214	Direct Client Wages									
214	Other Commercial Prod. & Svs.									
215	Program Supplies/Mat		1587							
T 200	Total Other Direct Care/Program		20087							
Title	Direct Admin Expenses									
216	Program Support									
510 (410 & 390)	Other Direct Administrative Expenses									
T 500	Total Direct Administrative Exp.									
T	SUBTOTAL PROGRAM COSTS									
410	Agency Admin. Support Allocation	%	5525							
T	PROGRAM TOTAL		\$85,000							

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

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

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

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

PURCHASE OF SERVICE - ATTACHMENT 3: FISCAL YEAR PROGRAM BUDGET

Program Name:		Document ID#: INTR2354M04W50091115		MMARS Activity Code:		Program Type:		UFR Prog. #:		
	Program Component	Current		Amend. Change		New		COST REIMBURSEMENT ONLY		
		FTE	Amount	FTE	Amount	FTE	Amount	Offset	Source	Reimbursable Cost
UFR Title #	Direct Care/Program Support Staff/Overtime/Shift Differential & Relief (Titles 101-141)	1	43580							
SUBTOTAL STAFF										
150	Payroll Taxes		7179							
151	Fringe Benefits		14817							
T 100	Total Direct Care/Program Staff		60576							
Title	Occupancy									
301	Program Facilities									
390	Fac. Oper/Main/Furn									
T 300	Total Occupancy									
UFR Title	Other Direct Care/Program Support									
201	Direct Care Consultant		15000							
202	Temporary Help									
203	Clients/Caregivers, Reimb/Stipends									
206	Subcontract Dir.Care									
204	Staff Training		1899							
205	Staff Mileage/Travel		1000							
207	Meals									
208	Contracted Client Trans.									
208	Vehicle Expenses									
208	Vehicle Depreciation									
209	Incid. Health/Med Care									
211	Client Per. Allowances									
212	Prov. of Material Good									
214	Direct Client Wages									
214	Other Commercial Prod. & Svs.									
215	Program Supplies/Mat		1000							
T 200	Total Other Direct Care/Program		18899							
Title	Direct Admin Expenses									
216	Program Support									
510 (410 & 390)	Other Direct-Administrative Expenses									
T 500	Total Direct Administrative Exp.									
T	SUBTOTAL PROGRAM COSTS									
410	Agency Admin. Support Allocation	%	\$5525							
T	PROGRAM TOTAL		\$85,000							

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

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

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

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

PURCHASE OF SERVICE - ATTACHMENT 3: FISCAL YEAR PROGRAM BUDGET

Program Name:		Document ID#:		MMARS Activity		Program Type:		UFR Prog. #:	
		INTF2354M04W50091115		Code:					

	Program Component	Current		Amend. Change		New		COST REIMBURSEMENT ONLY		
		FTE	Amount	FTE	Amount	FTE	Amount	Offset	Source	Reimbursable Cost
UFR Title #	Direct Care/Program Support Staff/Overtime/Shift Differential & Relief (Titles 101-141)		44452							
	SUBTOTAL STAFF		44452							
150	Payroll Taxes		5223							
151	Fringe Benefits		15114							
T 100	Total Direct Care/Program Staff		61789							
Title	Occupancy									
301	Program Facilities									
390	Fac. Oper/Main/Furn									
T 300	Total Occupancy									
UFR Title	Other Direct Care/Program Support									
201	Direct Care Consultant		14600							
202	Temporary Help									
203	Clients/Caregivers, Reimb/Stipends									
206	Subcontract Dir. Care									
204	Staff Training		1500							
205	Staff Mileage/Travel		1600							
207	Meals									
208	Contracted Client Trans.									
208	Vehicle Expenses									
208	Vehicle Depreciation									
209	Incid. Health/Med Care									
211	Client Per. Allowances									
212	Prov. of Material Good									
214	Direct Client Wages									
214	Other Commercial Prod. & Svs.									
215	Program Supplies/Mat		1186							
T 200	Total Other Direct Care/Program		17686							
Title	Direct Admin Expenses									
216	Program Support									
510 (410 & 390)	Other Direct Administrative Expenses									
T 500	Total Direct Administrative Exp.									
T	SUBTOTAL PROGRAM COSTS									
410	Agency Admin. Support Allocation	6.5 %	\$ 5525							
T	PROGRAM TOTAL		\$85,000							

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

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

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

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

Updated 6/19/07 Sensitivity level - low

PURCHASE OF SERVICE - ATTACHMENT 3: FISCAL YEAR PROGRAM BUDGET

Program Name:		Document ID#: INTF2354M04W50091115		MMARS Activity Code:		Program Type:		UFR Prog. #:		
	Program Component	Current		Amend. Change		New		COST REIMBURSEMENT ONLY		
		FTE	Amount	FTE	Amount	FTE	Amount	Offset	Source	Reimbursable Cost
UFR Title #	Direct Care/Program Support Staff/Overtime/Shift Differential & Relief (Titles 101-141)		12207							
SUBTOTAL STAFF										
150	Payroll Taxes		610							
151	Fringe Benefits		4150							
T 100	Total Direct Care/Program Staff		16967							
Title	Occupancy									
301	Program Facilities									
390	Fac. Oper/Main/Furn									
T 300	Total Occupancy									
UFR Title	Other Direct Care/Program Support									
201	Direct Care Consultant									
202	Temporary Help									
203	Clients/Caregivers, Reimb/Stipends									
206	Subcontract Dir. Care									
204	Staff Training		750							
205	Staff Mileage/Travel		750							
207	Meals									
208	Contracted Client Trans.									
208	Vehicle Expenses									
208	Vehicle Depreciation									
209	Incid. Health/Med Care									
211	Client Per. Allowances									
212	Prov. of Material Good									
214	Direct Client Wages									
214	Other Commercial Prod. & Svs.									
215	Program Supplies/Mat		1402							
T 200	Total Other Direct Care/Program		2902							
Title	Direct Admin Expenses									
216	Program Support									
510 (410 & 390)	Other Direct Administrative Expenses									
T 500	Total Direct Administrative Exp.									
T	SUBTOTAL PROGRAM COSTS									
410	Agency Admin. Support Allocation	%	1381							
T	PROGRAM TOTAL		\$21,250							

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

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

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

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

UFR
UFR PROGRAM COMPONENT AND TITLE DESCRIPTIONS
UNDER 808 CMR 1.00

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

BASIC CONCEPTS

PROGRAM REQUIREMENTS

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

CREDENTIALS

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

FUNCTION vs. TITLE

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

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

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

CATEGORY 1: DIRECT CARE / PROGRAM STAFF

Category 1 includes direct care staff/program staff required to provide direct care or deliver other primary program services.

(Components 101-151)

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

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

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

CATEGORY 2: OTHER DIRECT CARE/PROGRAM RESOURCES

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

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

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

CATEGORY 3: OCCUPANCY

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

CATEGORY 4: ADMINISTRATIVE SUPPORT

410	Agency and Program Administration and Support: This component is for resources related to administration and support activities that are both directly related to a program (direct costs) and those that are related to the overall direction of the agency. Cost associated with the overall direction of the agency may cross all agency programs and are not directly associated with any one program or a combination of programs but provide indirect benefit to those programs (indirect administration). Costs providing indirect benefit to programs include administrative costs, management and general costs and all resources reasonably necessary for the policy making, management, and administration related to the overall direction of the organization that are separately disclosed in the Statement of Functional Expenses Administration (MNGT. & GEN) column. Indirect administrative costs are also allocated to a program or programs as Admin (M&G) Reporting Center cost on 52E of the Admin (m&g) column of Organization Supplemental Information Schedule A to line 52E of the Program Supplemental Information Schedule B. These indirect Agency Administration costs indirectly benefiting a POS program are included in Attachment 3 of the POS contract budget on the line titled Agency Admin Support Allocation. In addition, this title includes administrative costs directly benefiting a program or programs that are charged to that program or programs as direct costs (ex. program other professional fees, program professional insurance, and program office equipment depreciation and working capital interest). Administrative costs that directly benefit programs are included in Attachment 3 of the POS contract budget on the line titled Other Direct Administrative Costs. Leased office equipment and office furnishings that are used in a program are disclosed in title 390 Facilities Operation, Maintenance, Equipment and Furnishing and included in Attachment 3 of the POS contract budget on the line titled Other Direct Administrative Costs. All other administrative costs that directly benefit a program and meet the specialized needs of the program are contained in title 216 Program Support. Title 216 Program Support costs are included in Attachment 3 of the POS contract budget on the line titled Program Support. Administration and support costs include but are not limited to administrative, clerical and support personnel (use title 137 if clerical and support personnel are assigned to a program), office supplies and materials, leasing or routine replacement (depreciation and financing interest only) of office equipment, telephone, costs related to occupancy of administrative premises, advertising and recruitment, postage, printing and reproduction, administrative and support staff training and travel, officer/director/trustee compensation, parent organization costs, legal, auditing, management consultants and other professional fees, working capital interest, directors and officers insurance, and all other similar or related resources/expenses. The reimbursable price may not include resources defined as Non-Reimbursable Costs by regulation 808 CMR 1.05 (Effective 2/1/97 808 CMR 1.05), e.g., fund-raising or discriminatory benefits. See component title 216 Program Support for related activity.
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CATEGORY 5:

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

ADOPTED

2.3

Meeting: 02/01/16 07:00 PM
Initiator: Christopher Fraser
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3374

DPIR Grant - No Match - \$95,000 (Mayor Sarno)

WHEREAS, the City's Office of Housing ("Department") has been awarded a Distressed Properties Identification and Revitalization Grant of \$95,000.00 from the Office of the Attorney General of the Commonwealth of MA; and

WHEREAS, the grant will be used for identifying and revitalizing distressed properties in the City of Springfield; 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:

Distressed Properties Identification and Revitalization Grant \$95,000.00

RESULT: REFER COMMITTEE VOTE

Next: 3/7/2016 7:00 PM



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	1/13/2016
Department Requesting Grant Setup	Housing
Department Phone # (Please include extension)	6500
Name and Title of Person to Contact in Case of Questions	G. McCafferty

Was this Grant previously setup for a prior fiscal year?
If yes, please indicate your previous project number: 89284

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

Grant Type:

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

Grant Name: Distressed Properties Identification and Revitalization Grant - DPIR

Total Grant Amount Awarded: \$ 95,000.00

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	Comm of MA – Office of the Atty General
Contact Person	Maura Healy
Street Address	One Ashburton Place
City, State, Zip Code	Boston, MA
Telephone	617-727-2200
Fax	
E-Mail	www.mass.gov/ago

Actual Award Date 10/29/2015

Board Approval Date

Start Date

Expiration Date 12/31/2017

Renewal Action Date (optional)

If there are any Matching Funds:

Type

Percent

Amount

Comments re: Description/Purpose of Grant

Funding for Distressed Property Identification and Revitalization

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)

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

Org Code: same as project 89284

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.

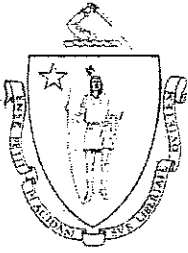

Signature

1-19-2016
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.



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

MAURA HEALEY
ATTORNEY GENERAL

(617) 727-2200
(617) 727-4765 TTY
www.mass.gov/ago

October 29, 2015

Geraldine McCafferty, Director of Housing
City of Springfield
1600 E. Columbus Avenue
Springfield, MA 01060

RE: Extension of Distressed Properties Identification and Revitalization Grant

Dear Geraldine,

I am pleased to notify you that the Attorney General's Office will be extending the Distressed Properties Identification and Revitalization Grant that was awarded to The City of Springfield. Springfield will receive a grant up to the amount of \$95,000 for up to two years, subject to the terms and conditions in the enclosed Scope of Services.

The Attorney General's Office is committed to addressing and mitigating the impacts of the foreclosure crisis throughout Massachusetts. Springfield, together with local Registers of Deeds, will continue to play a vital role in identifying and revitalizing distressed properties statewide.

Please refer to the attached document for instructions regarding the process for receiving your grant extension. Feel free to contact Mary Sullivan by email at Mary.T.Sullivan@state.ma.us or by phone at (617) 963-2313 if you have any questions or concerns.

Again, I thank you, on behalf of the Office of the Attorney General, for your work in the area of community revitalization and look forward to continuing this important work.

Cordially,

A handwritten signature in black ink, appearing to read 'M. Healey'.

Maura Healey
Massachusetts Attorney General



City Council

ADOPTED

2.4

Meeting: 02/01/16 07:00 PM
Initiator: Jennifer Whisher
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3387

FY16 Fire S.A.F.E. Grant - No Match Required - \$14,452 (Mayor Sarno)

WHEREAS, the Fire Department (“Department”) has been awarded a grant from the Massachusetts Executive Office of Public Safety and Security, Department of Fire Services in the amount of \$14,452; and

WHEREAS, the grant is intended to support the City’s Student Awareness of Fire Education (S.A.F.E.) and Senior SAFE programs; and

WHEREAS, the Department intends to use the grant funds in support of fire prevention training for students and seniors, general home safety and how to be better prepared in the event of a fire; 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

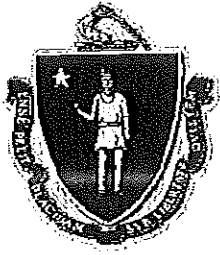
WHEREAS, the Chief Administrative and Financial Officer, after an evaluation of all pertinent financial information reasonably available, has certified that the City’s financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in 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:

Student Awareness of Fire Education - \$10,937.00

Senior SAFE Grant - \$3,515.00

RESULT: PASSED BY VOICE VOTE



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

CHARLES D. BAKER
GOVERNOR

KARYN E. POLITO
LIEUTENANT GOVERNOR

January 7, 2016

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

Dear Commissioner Conant:

Congratulations! We are pleased to inform you that the Springfield Fire Department has been awarded \$10,937.00 for Student Awareness of Fire Education (S.A.F.E.) and \$3,515.00 for Senior SAFE grants. We look forward to working with you and your community on this public fire and life safety initiative.

Additional correspondence, including all the necessary documents needed to execute this award will be provided by the Executive Office of Public Safety and Security, Department of Fire Services within the next two weeks.

Feel free to contact Cynthia Ouellette at cynthia.ouellette@state.ma.us if you have any questions.

Sincerely,

Handwritten signatures of Governor Charles D. Baker and Lieutenant Governor Karyn E. Polito.

Governor Charles D. Baker

Lt. Governor Karyn E. Polito

Attachment: Fire SAFE Grant FY16 Set-up Form & Award Letter (3387 : FY16 S.A.F.E. Grant \$14,452)

Casillas, Margaret

To: Williams, Alexander N.; Marafioti, Frances
Subject: FW: Expected Funds Alert



Expected Funds Alert

This expected funds alert will help the Treasurers Office deposit the money to the correct charge code.

Date: 1/12/2016

City Department: Fire

Contact Person: Erica Floyd or Maggie Casillas

Amount of Funds: \$14,452.00 10,937.00 Student Awareness of Fire Education
 3,515.00 Senior Safe Grants

Entity Sending Funds: Commonwealth of Mass Dept of Fire Services

Charge Code Where Funds are to be Allocated: 28052232-46100-80516

Date Expected (estimate): Two weeks on or about 1/21/16

Identifying Information: FY16 Student Awareness of Fire Education Safe Program

Other:

Please submit this form to the Treasurer's Office

Attachment: Fire SAFE Grant FY16 Set-up Form & Award Letter (3387 : FY16 S.A.F.E. Grant \$14,452)



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	1/12/2016
Department Requesting Grant Setup	FIRE
Department Phone # (Please include extension)	413-750-2423
Name and Title of Person to Contact in Case of Questions	Erica Floyd

Was this Grant previously setup for a prior fiscal year?
If yes, please indicate your previous project number: Yes 80515

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:

- 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: FY2016 Student Awareness of Fire Education (S.A.F.E.)

Total Grant Amount Awarded: \$ 14,452.00

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	The Commonwealth of Massachusetts
Contact Person	Cynthia Ouellette
Street Address	
City, State, Zip Code	Boston , MA 02133
Telephone	617-725-4000
Fax	
E-Mail	Cynthia.quelette@state.ma.us

Actual Award Date

Board Approval Date

Start Date January 2016

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

Public Education 2016 Awareness of Fire Education

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: 28052232

Object Codes:	506000-80516	\$ 6,702
	551700-80516	\$ 7,250
	571100-80516	\$ 500

Budget Roll-Up Codes:

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

Joseph A. Conant
Signature

1.12.16
Date

Please attach the following documents:

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

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



City Council

ADOPTED

2.5

Meeting: 02/01/16 07:00 PM
Initiator: Jennifer Whisher
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3389

FFY15 Emergency Management Performance Grant - \$69,975 (Mayor Sarno)

WHEREAS, the City's Office of Emergency Preparedness ("Department") has been awarded an FY16 Emergency Management Performance Grant of \$69,975 from the Massachusetts Emergency Management Agency (MEMA); and

WHEREAS, the grant is funded by MEMA and will be used to purchase a mobile video surveillance system, and to purchase and install radio equipment to upgrade the communication system from analog to digital; 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:

Emergency Management Performance Grant - \$69,975.00

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



REQUEST FOR GRANT SETUP

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

Please return this form and the required attachments to the City Auditor's Office.

All fields are mandatory.

Date of Request 01/25/2016

Department Requesting Grant Setup Emergency Preparedness

Department Phone # (Please include extension) 413-787-6720

Name and Title of Person to Contact in Case of Questions Robert Hassett - Director,
Emergency Preparedness

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

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

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

Grant Type:

(X)

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

Grant Name FFY2015 Emergency Management Performance Grant
(Limit is 30 characters in MUNIS – please choose a name that is descriptive and meaningful to you. Ex: you may want to incorporate an abbreviation for the relevant school location, etc.)

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

Entity Name	Mass. Emergent Management Agency
Contact Person	Lorri Gifford
Street Address	400 Worcester Road
City, State, Zip Code	Framingham, MA 01702
Telephone	508-820-1407
Fax	508-820-2030

Total Grant Amount Awarded \$ 69,975.00

Actual Award Date 01/25/2016

Board Approval Date

Start Date

Expiration Date 06/30/2016

Renewal Action Date (optional)

If there are any Matching Funds:

Type

Percent

Amount

Comments re: Description/Purpose of Grant

Purchase of mobile video surveillance system. Purchase/install radio equipment to upgrade communication system from analog to digital. (City Contract # 20160709)

Comments re: Conditions/Restrictions of Grant

All purchases must meet Authorized Equipment List provided by FEMA

If this is a Federal Grant, enter CFDA# 97.042

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

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

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

580600

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



Department Head Signature

Please return this form and all attachments to the City Auditor's Office.

Please attach the following documents:

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

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

For Auditor's Use Only

Entered into Munis by	
Date	
Comments	

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

C#20160709



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: SPRINGFIELD, City of (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: MMARS Department Code: Massachusetts Emergency Management Agency	
Legal Address: (W-9, W-4,T&C): 36 Court Street, Springfield, MA 01103-1699		Business Mailing Address: 400 Worcester Road, Framingham, MA 01702	
Contract Manager: Robert J. Hassett		Billing Address (if different):	
E-Mail: rhassett@springfieldcityhall.com		Contract Manager: Lorri Gifford	
Phone: 413.787.6720 Fax:		E-Mail: lorri.gifford@state.ma.us	
Contractor Vendor Code: VC6000192140		Phone: 508.820.1407 Fax: 508.820.2030	
Vendor Code Address ID (e.g. "AD001"): AD ____ (Note: The Address ID Must be set up for EFT payments.)		MMARS Doc ID(s): FY16EMPG1500000SPRIN	
		RFR/Procurement or Other ID Number: FFY 2015 EMPG	
X NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ☐ Statewide Contract (OSD or an OSD-designated Department) ☐ Collective Purchase (Attach OSD approval, scope, budget) ☒ 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). \$ 69,975.00			
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.) Funding for this grant is provided via Federal Fiscal Year 2015 (FFY15) Emergency Management Performance Grant (EMPG), CFDA #97.042 The City of Springfield will purchase a mobile video surveillance system, and purchase and install repeaters and other components to upgrade their analog radio communications system with a digital system. This project has been reviewed and approved by the Statewide Interoperability Coordinator on 11/5/2015.			
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: <u><i>Domenic J. Sarino</i></u> Date: <u>12/22/15</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>DOMENIC J. SARINO</u> Print Title: <u>Mayor</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u><i>David Mahr</i></u> Date: <u>1-20-16</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>David Mahr</u> Print Title: <u>Chief Administrative Officer</u>	



City Council

ADOPTED

Meeting: 02/01/16 07:00 PM
Initiator: Melanie Acobe
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3384

2.6

Ways with Words Grant Acceptance - No Match Required \$5,050 (Mayor Sarno)

WHEREAS, the Springfield City Library Department ("Department") has been awarded a "Ways with Words Project Grant" of \$5,050.00 from the Preschool Enrichment Team; and

WHEREAS, the purpose of the grant is to provide funding for the Springfield City Library's presentation of the Ways with Words Project, a 6 month course for family child care providers to learn about the importance of using books, songs, and rhymes to develop early literacy skills in the children they are caring for; and

WHEREAS, the Department intends to use the grant funds to cover expenses related to books, classroom space and security for this years presentation of the project; 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:

Ways with Words Grant Acceptance - No Match Required \$5,050

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 1/22/16

Department Requesting Grant Setup Library

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

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

Was this Grant previously setup for a prior fiscal year? No

If yes, please indicate your previous project number:

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

Grant Type:

State – Highway

Federal Pass-Through DOE– School

Federal Direct– School

Federal – City

State DOE– School

State Other – School

State – City

X Private/Other

Grant Name: Ways with Words Project

Total Grant Amount Awarded: \$5,050

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 1/21/16
Board Approval Date
Start Date 1/21/16
Expiration Date 6/30/2017
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)

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

Org Code:

Object Codes: 501000; 530105; 551700; 551300; 531010;

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.

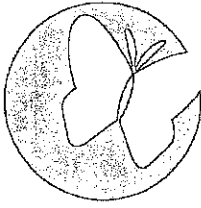
Molly Fogarty
Signature

1/22/16
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.



PreschoolEnrichmentTeam

Enriching early care & education

January 21, 2016

Carol Leaders
Business Manager
Springfield City Library
220 State Street
Springfield, MA 01103

Dear Carol;

We are pleased to present the Springfield City Library with a check for \$5,050.00 for your collaboration on the presentation of the Ways with Words Project. These funds, granted, by the Irene and George Davis Foundation, will cover expenses related to books, classroom space and security for this year's presentation of the project.

Sincerely,

Kimm Quinlan
Program Coordinator
EPS Grantee Region 1
Preschool Enrichment Team, a program of Valley Opportunity Council



City Council

ADOPTED

Meeting: 02/01/16 07:00 PM
Initiator: Melanie Acobe
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3380

2.7

Read / Write/ Now Grant Increase- No Match Required \$3,266 (Mayor Sarno)

WHEREAS, the Library Department ("Department") has been awarded an "Adult and Community Learning Services Grant" increase of \$3,266 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 Grant Increase - \$3,266

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 1/20/16

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? No
If yes, please indicate your previous project number:

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

Grant Type:

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: \$3,266

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 1-6-2016

Board Approval Date

Start Date 12/1/2015

Expiration Date 6/30/2016

Renewal Action Date (optional)

If there are any Matching Funds:

Type

Percent

Amount

Comments re: Description/Purpose of Grant

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:

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

____1/20/16____
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

January 6, 2016

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 345-068-6-2691-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,

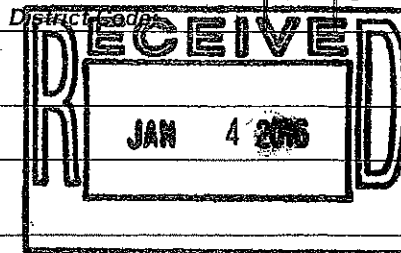
Lorraine Domigan (RL)
Lorraine Domigan
Office Manager

c: File
Patricia Hembrough

MASSACHUSETTS DEPARTMENT OF ELEMENTARY AND SECONDARY EDUCATION
STANDARD CONTRACT FORM AND APPLICATION FOR PROGRAM GRANTS

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
		FROM	TO	
345	Community Adult Learning Center (State)	12/1/2015	6/30/2016	\$3,266
TOTAL AMOUNT REQUESTED:				\$3,266

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: 12-30-15

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: 345

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 StaffF.
FTEG.
MTRS*H.
AMOUNTI.
TOTAL

1. ADMINISTRATORS:

SUPERVISOR/EXECUTIVE DIRECTOR

PROJECT COORDINATOR

STIPENDS

SUB-TOTAL

2. INSTRUCTIONAL / PROFESSIONAL STAFF:

PROGRAM COORDINATOR

STIPENDS

SUB-TOTAL

3. SUPPORT STAFF:

AIDES/PARAPROFESSIONALS

SECRETARY/BOOKKEEPER/GRANT ACCOUNTANT

OTHER

SUB-TOTAL

* 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)

4-b OTHER FRINGE BENEFITS (Other retirement systems, health insurance, FICA) 25%

SUB-TOTAL

APPLICANT AGENCY:			FUND CODE:	
5. CONTRACTUAL SERVICES:				
Indicate the services to be provided and the rate to be paid per hour or per day.			AMOUNT	LINE ITEM SUB-TOTAL
	RATE	Hour/Day		
CONSULTANTS	\$			
SPECIALISTS	\$			
INSTRUCTORS	\$			
SPEAKERS	\$			
OTHER	\$			
SUBSTITUTES	\$			
SUB-TOTAL				0
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			1,840	
INSTRUCTIONAL TECHNOLOGY INCLUDING SOFTWARE			900	
NON-INSTRUCTIONAL SUPPLIES			250	
SUB-TOTAL				2,990
7. TRAVEL: Mileage, conference registration, hotel, and meals				
SUPERVISORY STAFF				
INSTRUCTIONAL STAFF				
OTHER				
SUB-TOTAL				0
8. OTHER COSTS: Please indicate the amount requested in each category.				
Advertising			\$	
Maintenance/Repairs			\$	
Memberships/Subscriptions			\$	
Printing/Reproduction			\$	
Transportation of Students			\$	276
Telephone/Utilities			\$	
Rental of Space			\$	
Rental of Equipment			\$	
SUB-TOTAL				276
9. INDIRECT COSTS (Please use Indirect Cost Calculator)			Approved Rate:	
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				3,266

Read/Write/Now BUDGET NARRATIVE for Increase			
	Total Hrs	Rate	Sub-Total
1. ADMINISTRATION			
Supervisor/Director			\$0
Sub-Total			\$0
2. INSTRUCTIONAL/PROFESSIONAL STAFF	Total Hrs	Rate	
			\$0
Sub-Total			\$0
3. SUPPORT STAFF	Total Hrs	Rate	
			\$0
Sub-Total			\$0
4. FRINGE BENEFITS	Benefit Rate	Total Salaries	
			\$0
			\$0
Sub-Total			\$0
Sub-Total			\$0
5. CONTRACTUAL SERVICES	Total Hrs	Rate	
Consultants			\$0
Specialists			\$0
Instructors			
Speakers			
Other			\$0
Substitutes			\$0
Sub-Total			\$0
6. SUPPLIES AND MATERIALS	Slots	Rate	
Textbooks for HiSET Distance Learning Class (3 books for 20 students @ \$13.20 each))	15	\$92.00	\$1,840
15 Seats in Essential Education's HiSET Academy	15	\$60.00	\$900
Non-instructional supplies		\$250.00	\$250
Sub-Total			\$2,990.00

7. TRAVEL: Mileage, Conference registration, hotel & meals	Miles	Rate	
Sub-Total			
8. OTHER COSTS:	Slots	Rate	
Advertising - hiring of staff			
Advertising/Public Outreach - student recruitment			
Maintenance/repairs of building and machines			
Printing/reproduction - handbooks, student writings			
Memberships/subscriptions			
Transportation of students (240 bus tokens for Monday class)		\$1.15	\$276
Telephone/utilities/ISDN lines			
Space rental			
Rental of equipment			
Sub-Total			
9. INDIRECT COST:	%	Total lines 1-8	
Approved rate = xxx%			\$0
10. EQUIPMENT			
Sub-Total			\$0
TOTAL REQUESTED FUNDS			\$3,266



City Council

ADOPTED

2.8

Meeting: 02/01/16 07:00 PM

Initiator: Melanie Acobe

Sponsors: Mayor Domenic J. Sarno

DOC ID: 3379

TJO Donations- \$1,729.99 (Mayor Sarno)

WHEREAS, the Thomas J. O'Connor Animal Control and Adoption Center has been awarded donations totaling \$1,729.99 from various individuals; and

WHEREAS, the funds provided by the donors were designated for the Thomas J. O'Connor Donation Fund; and

WHEREAS, the Department has accepted the donation and requests authorization from the City Council and the Mayor to expend the donation funds listed in "TJO Donations"; 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:

TJO Donations- \$1,729.99

RESULT: PASSED BY VOICE VOTE



TJO Donations/City Account

1/1/2015 thru 12/31/2015

TYPE OF DONATION			DONATION AMOUNT	NUMBER OF DONORS	
DONATION			TOTAL: \$1,729.99	43	
1/8/15	R15-018636	5.00	TESSA RIGA	627 COTTAGE ST	SPRINGFIELD MA 01104
1/17/15	R15-018664	50.00	DARREN OWENS	1408 WORCESTER ST	SPRINGFIELD MA 01151
1/17/15	R15-018675	15.00	MICHELLE SUSSMAN	60 PLEASANTVIEW DR	SUFFIELD CT 06078
1/26/15	R15-018702	100.00	DENISE THOMPSON	23 CARRIAGE HOUSE	ENFIELD CT 06082
1/31/15	R15-018745	39.99	BEVERLY ARCHIBALD	28 COLUMBUS AVE	NORTHAMPTON MA 01062
2/3/15	R15-018754	20.00	MICHAEL BISSONNETTE		
2/7/15	R15-018797	15.00	NICOLE DEAN	25 NORTHWOOD ST	FEEDING HILLS MA 01033
2/12/15	R15-018835	25.00	MARY RICHTER	3 WELLINGTON AVE	SOUTH HADLEY MA 01077
2/20/15	R15-018867	40.00	BILL NORMAN	80 ROY ST	SPRINGFIELD MA 01104
2/21/15	R15-018875	25.00	LORI BELANGER	16 ROLAND ST	HOLYOKE MA 01040
2/21/15	R15-018879	20.00	MARIA DIAZ	138 GRATTAN ST	CHICOPEE MA 01020
2/24/15	R15-018897	50.00	RAFAEL DIAZ	390 HIGH ST #3	HOLYOKE MA 01040
2/26/15	R15-018917	25.00	SCOTT BURKE	4 ELY RD	WILBRAHAM MA 01095
2/28/15	R15-018932	10.00	PHIL KNIGHT	46 CARMODY RD	HAMPDEN MA 01036
3/3/15	R15-018944	125.00	TUFTS UNIVERSITY	62 TALBOT ST #R	MEDFORD MA 02155
3/7/15	R15-018977	25.00	MAUREEN RICKSGERS	22 SUMNER AVE	FLORENCE MA 01062
3/28/15	R15-019107	50.00	KESHIA MARTINEZ	1 NORTH MAIN ST	SOUTH HADLEY MA 01077
4/2/15	R15-019162	25.00	AARON COUPER	314 ROUTE 153	PAWLET VT 05775
5/16/15	R15-019501	10.00	LAURENE VERALLIS	130 HAMPSHIRE ST	INDIAN ORCHARD MA 01901
6/11/15	R15-019672	15.00	LYNN BASTARACLE	23 N MILL POND RD	BROADBROOK CT 06016
7/6/15	R15-019881	10.00	ERIN ROMAJO	2 VALLEY VIEW CT #4	CHICOPEE MA 01020
7/11/15	R15-019927	10.00	MICHELLE LEARY	284 BUCKLAND RD	WESTFIELD MA 01085
9/10/15	R15-020445	5.00	BARBARA SCOTT	11 LAUREN ST	PALMER MA 01069
9/19/15	R15-020514	100.00	JANE PARKER	100 FESTIVAL CIR	CHICOPEE MA 01020
9/23/15	R15-020534	110.00	BESTY BERNARD	50 EDMUND ST	EAST LONGMEADOW MA 01106
9/24/15	R15-020544	5.00	KAREN WHITE	34 LITTLETON ST	SPRINGFIELD MA 01104
9/24/15	R15-020547	45.00	ANTHONY DUBE	37 MOUNTAINVIEW ST	SOUTH HADLEY MA 01077
9/26/15	R15-020556	15.00	CORINA DEMEO	125 GOFF AVE #1401	PAWTUCKET MA 02860
10/1/15	R15-020583	100.00	DONNA TEEHAN	28 SLATE RD	CHICOPEE MA 01020
10/27/15	R15-020769	50.00	ASHLEY MENARD	46 MOULTON ST	SPRINGFIELD MA 01118
10/29/15	R15-020792	25.00	TAMMY PREVOST	119 BERKSHIRE AVE	SOUTHWICK MA 01077
11/2/15	R15-020808	100.00	SHEILA BEDARD	24 QUARRY HILL RD	EASTLONGMEADOW MA 01106
11/6/15	R15-020846	30.00	JILL MELAO	31 BRAY PARK DR	HOLYOKE MA 01040
11/14/15	R15-020928	100.00	ANNA ZINA	157 WORTHINGTON RD	HUNTINGTON MA 01050
11/16/15	R15-020925	14.00	WILLIAM CASHMAN	616 MAIN ST	WEST SPRINGFIELD MA 01106
11/16/15	R15-020939	101.00	KELLY HARSON	52 LINDEN ST	HOLYOKE MA 01040
11/17/15	R15-020948	30.00	MARY POWERS	113 NORTHWEST RD	WESTHAMPTON MA 01082
11/19/15	R15-020958	5.00	BRIAN BOGLISCH	6122 BIGELOW COMMONS	ENFIELD CT 06082
11/24/15	R15-020990	30.00	GARY CARSON	1 VAN BUREN RD	ENFIELD CT 06082
12/3/15	R15-021039	25.00	CASH DONATION	UNKNOWN	
12/14/15	R15-021124	50.00	CATHY PAIGE	97 FOREST GLEN RD	LONGMEADOW MA 01106
12/14/15	R15-021125	50.00	CATHY PAIGE	97 FOREST GLEN RD	LONGMEADOW MA 01106
12/19/15	R15-021176	5.00	MARGE STEIGER	24 TABOR CROSSING #221	LONGMEADOW MA 01106
12/22/15	R15-021183	25.00	ELEANOR DUNNE	7 VADNAIS ST	EAST LONGMEADOW MA 01106

Attachment: TJO DONATIONS (3379 : TJO Donations - \$1,279.99)



TJO Donations/City Account

1/1/2015 thru 12/31/2015

TYPE OF
DONATION

DONATION
AMOUNT

NUMBER OF DONORS

GRAND TOTAL: \$ 1,729.99

Total Donors 43

Attachment: TJO DONATIONS (3379 : TJO Donations - \$1,279.99)



City Council

ADOPTED

3.9

Meeting: 02/01/16 07:00 PM

Initiator: Pat Burns

Sponsors: Mayor Domenic J. Sarno

DOC ID: 3386

December Revenue Vs. Expenditure Report (Mayor Sarno)

RESULT: RECEIVE REPORT

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

For the period ended 12/31/15				
Revenues and Other Sources:	Revised Budget	Actual	Variance Over/(Under)	%
Real Estate & Personal Property Taxes	\$ 177,910,553	\$ 85,522,807	\$ (92,387,746)	48%
Real Estate & Personal Property Taxes - Tax Liens	-	1,448,811	1,448,811	0%
Motor Vehicle Excise	9,800,000	1,826,052	(7,973,948)	19%
Penalties, interest and other taxes	5,153,730	1,684,575	(3,469,155)	33%
Charges for Services	12,997,997	5,646,137	(7,351,860)	43%
Intergovernmental	356,522,088	176,389,131	(180,132,957)	49%
MSBA Payments	12,694,418	5,184,542	(7,509,876)	41%
Licenses and Permits	7,227,500	2,715,670	(4,511,830)	38%
Fines and Forfeits	450,180	238,895	(211,285)	53%
Interest earned on Investments	1,346,859	255,518	(1,091,341)	19%
Miscellaneous	10,730,568	9,546,603	(1,183,965)	89%
FY 2015 Net School Spending Shortfall (a.)	9,513,484	9,513,484	-	100%
Stabilization Reserves	350,184	350,184	-	100%
Other Financing Sources	239,518	239,518	-	100%
Total Revenues and Other Sources	604,937,079	\$ 300,561,926	\$ (304,375,153)	50%
Expenditures and Other Uses:				
General government	\$ 20,171,469	\$ 12,184,777	\$ 7,986,692	60%
Public safety				
Police	41,251,354	23,088,464	18,162,890	56%
Fire	21,413,297	10,706,945	10,706,352	50%
Centralized Dispatch	1,828,958	1,074,198	754,759	59%
Other	3,685,627	2,067,940	1,617,688	56%
Health and Welfare	4,845,997	2,340,789	2,505,208	48%
Public works	9,987,467	7,169,335	2,818,132	72%
Education	388,243,766	179,433,318	208,810,448	46%
Culture and recreation	12,106,929	7,208,660	4,898,269	60%
Pension and fringe	55,732,636	42,673,561	13,059,075	77%
State and district assessments	3,299,435	1,621,201	1,678,234	49%
Debt Service	36,395,462	31,880,048	4,515,414	88%
Pay as you go Capital	1,932,506	523,580	1,408,926	27%
Other Financing Use - Trash Enterprise Supplement	4,042,175	4,042,175	-	100%
Total Expenditures and Other Uses	604,937,079	326,014,991	278,922,088	54%
Excess (deficiency) of revenues and other sources over expenditures and other uses	<u>\$ -</u>	<u>\$ (25,453,065)</u>	<u>\$ (25,453,065)</u>	

(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.

CITY OF SPRINGFIELD, MASSACHUSETTS

Budget and Actual - General Fund

Expenditures and Encumbrances

For the period ended

12/31/15

Expenditures and Other Uses:

	Original Budget	Transfers In/(Out)	Revised Budget	Expenditure	Encumbrance	Variance Over/(Under)	%
General government	19,657,285	514,184	20,171,469	10,062,117	2,122,660	7,986,692	60%
Public safety							
Police	41,251,354	-	41,251,354	22,567,162	521,302	18,162,890	56%
Fire	21,413,297	-	21,413,297	10,460,768	246,177	10,706,352	50%
Centralized Dispatch	1,828,958	-	1,828,958	1,071,315	2,883	754,759	59%
Other	3,725,627	(40,000)	3,685,627	1,674,312	393,628	1,617,688	56%
Health and Welfare	4,845,997	-	4,845,997	2,246,377	94,413	2,505,208	48%
Public works	9,987,467	-	9,987,467	5,854,379	1,314,956	2,818,132	72%
Education	378,568,673	9,675,093	388,243,766	151,282,421	28,150,897	208,810,448	46%
Culture and recreation	12,030,929	76,000	12,106,929	6,444,418	764,242	4,898,269	60%
Pension and fringe	55,932,636	(200,000)	55,732,636	42,343,561	330,000	13,059,075	77%
State and district assessments	3,299,435	-	3,299,435	1,621,201	-	1,678,234	49%
Debt Service	36,395,462	-	36,395,462	31,880,048	-	4,515,414	88%
Pay as you go Capital	1,932,506	-	1,932,506	283,343	240,237	1,408,926	27%
Other Financing Use - Trash Enterprise Supplement	4,042,175	-	4,042,175	4,042,175	-	-	100%
Total Expenditures and Other Uses	594,911,802	10,025,277	604,937,079	291,833,596	34,181,395	278,922,088	54%



City Council
36 Court Street
Springfield, MA 01103

ADOPTED

PETITION (ID # 3381)

Meeting: 02/01/16 07:00 PM
Department: Department of Public Works
Category: General
Prepared By: Hector Velez
Initiator: Hector Velez
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3381

Bay Street

CITY OF SPRINGFIELD, MASSACHUSETTS

Date: January 14, 2016

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

The Board of Public Works, to which was referred the petition of Comcast of Massachusetts Inc. dated December 2, 2015 to install and maintain four hundred forty (440') feet one (1) PVC of four (4") inch conduit. Starting from existing Comcast vault box located in front of #1140 Bay Street and continue hundred nine-two (192)' feet westerly direction on the north side of Bay Street approximately 2 feet behind curb to a new vault to be located on the grass approximately four feet behind the curb and continue two hundred forty-eight (248') feet to front of #1104 Bay Street to a new vault to be located on the grass approximately four feet behind the curb north side of Bay Street, all as substantially shown on a plan attached, dated 12/2/2015, which is incorporated herein by reference and to lay and maintain underground cables and Fiber Optic lines in public ways for the purpose to provide service to the area, reports thereon as follows:

By virtue of Chapter 708 of the Acts of 1977 the Board of Public Works held the hearing on the above matter provided for in Section 22 of Chapter 166 of the General Laws. The hearing was held on January 13, 2016 at 5:00 P.M. on #1130 Bay Street, Springfield, MA. Three (3) members of the Board and one (1) persons interested in the matter were present. Of the latter, one (1) voted in favor of and no-one (0) voted against.

The Board finds the request necessary in order that the utility company can provide service and improvements on Bay Street.

After careful consideration, the Board recommends the petition be granted provided:

That due care for public safety is exercised during construction including but not limited to the use of a police officer(s) for traffic control if necessary.

That said construction would not unnecessarily interfere with the movement of vehicular or pedestrian traffic in the area.

That care be taken during said construction not to damage any underground services.

That the construction site be returned to the same condition as found or better.

Said company shall indemnify and save harmless against all damages, costs and expenses whatsoever to which the City may be subjected in consequence of the acts or neglect of said Company, its agents or servants, or in any manner arising from the rights and privileges granted it by the City.

In addition said company shall, before a public way is disturbed for the laying of its wire or conduit, execute its bond in the penal sum of Ten Thousand Dollars (\$10,000) conditioned for faithful performance of its duties under this permit.

Said company shall comply with the requirements of existing Ordinances and orders and comply with any changes in Ordinances and orders as may hereafter be adopted by the Mayor and Council governing the construction and maintenance of buried cable, conduits and wires.

That any sidewalks that are damaged or removed will be replaced in kind and in accordance with the City of Springfield's Standard Specifications.

That ramps for the handicapped will be provided if and where required by law and in conformance with the Rules and Regulations of the Massachusetts Architectural Barrier Board.

That any curbing that is disturbed during construction will be reset to the established street grade using proper construction procedures.

That due care be exercised not to unnecessarily damage any public shade trees located within the construction area.

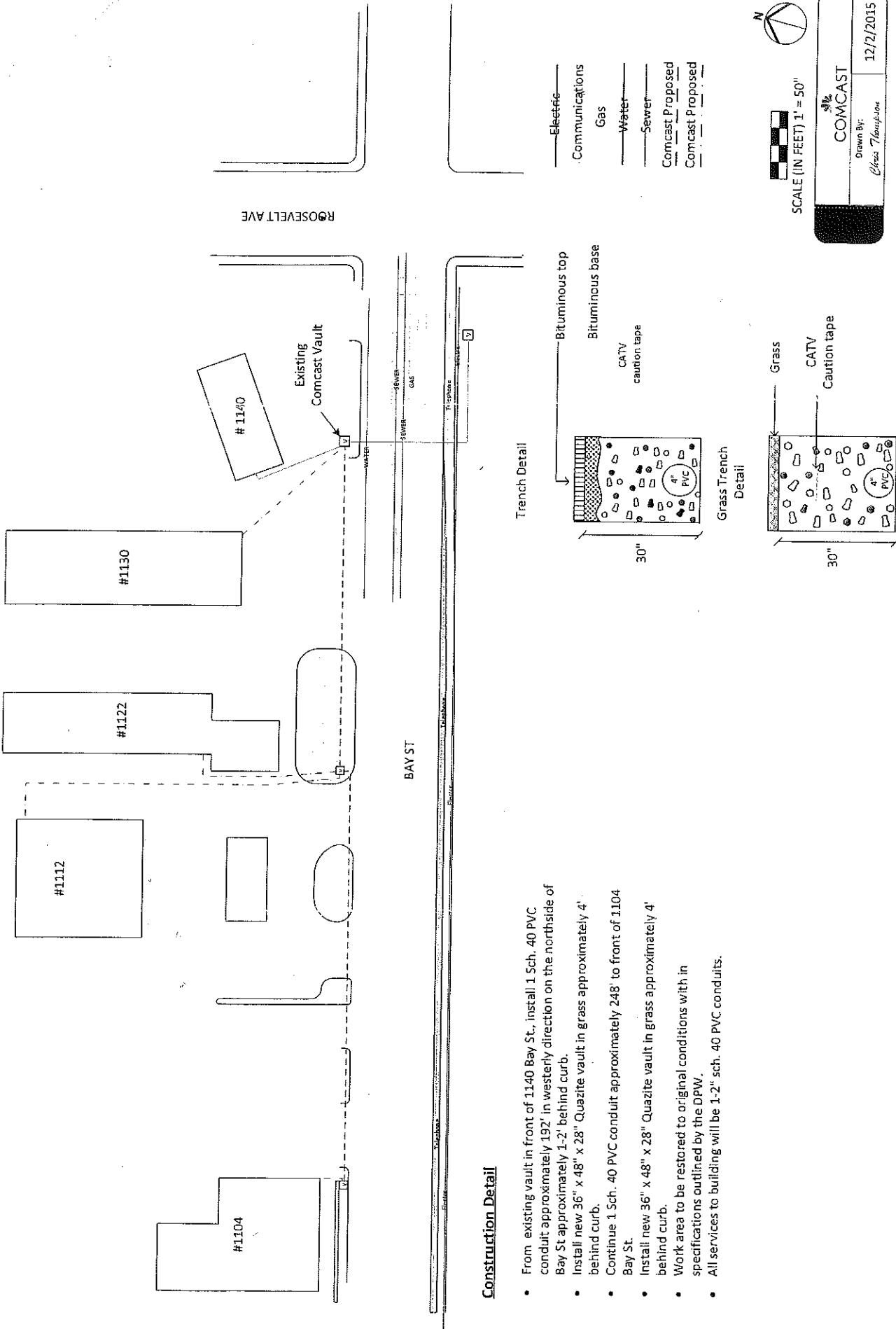
That the Springfield Water and Sewer Commission be notified before construction begins. All installations of adjacent utilities must be a minimum of 4 feet from the existing water and/or sewer main, edge to edge of pipe.

That all conditions set forth in the respective order are complied with.

BOARD OF PUBLIC WORKS

John J. Fitzgerald)
James A. Blaney)
Michael J. Gagliardi)

RESULT: RECEIVED PASSED



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

DATE: December 16, 2015

TO: Wayman Lee, Esq.
City Clerk

FROM: Hector Velez, DPW Engineer
on behalf of BPW

DEPARTMENT: City Clerk

SUBJECT: Board's agenda for:
January 13, 2016

NOTICE OF MEETING

Wednesday, January 13, 2016 – On #1130 Bay Street Springfield, MA next to Road Runner Muffler. at 5:00 P.M

Minutes of Previous Meeting
Communications
Old Business

New Business: Bay Street.
COMCAST

HEARING RE: To install 440 feet of 4 inches conduit with fiber optic line
on Bay Street.

Attachment: 1-13-2016 notice of meeting Bay St. (3381 : Bay Street)



City Council
36 Court Street
Springfield, MA 01103

ADOPTED

PETITION (ID # 3372)

Meeting: 02/01/16 07:00 PM
Department: Department of Public Works
Category: General
Prepared By: Hector Velez
Initiator: Hector Velez
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3372

48 Marmon Street

CITY OF SPRINGFIELD, MASSACHUSETTS

Date: January 8, 2016

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

The Board of Public Works, to which was referred the petition #6233 of Everesource Electric Company dated November 16, 2016, to adding new pole and anchor to extend the overhead conductors from existing joint pole located between #60 Marmon Street and #64 Marmon Street, southerly direction for a hundred two (102') feet to the new pole to be located between the new house #48 Marmon Street and #60 Marmon Street, all as substantially shown on a plan attached, referred to numbered #6233, which is incorporated herein by reference and to lay and maintain underground laterals, cables, and wires in the above public ways for the purpose of making connections with the pole as it may desire for distributing purposes, reports thereon as follows:

By virtue of Chapter 708 of the Acts of 1977 the Board of Public Works held the hearing on the above matter provided for in Section 22 of Chapter 166 of the General Laws. The hearing was held on January 6, 2016 at 5:00 P.M. at the corner of Marmon Street with Marmon Ct. Springfield, MA. three (3) members of the Board and one (1) persons interested in the matter were present. Of the latter, one (1) voted in favor of and no-one (0) voted against.

The Board finds the request necessary in order that the electrical utility company provides service for the new house #48 Marmon Street.

After careful consideration, the Board recommends the petition be granted provided:

That due care for public safety is exercised during construction including but not limited to the use of a police officer(s) for traffic control if necessary.

That said construction would not unnecessarily interfere with the movement of vehicular or pedestrian traffic in the area.

That care be taken during said construction not to damage any underground services.

That the construction site be returned to the same condition as found or better.

Said company shall indemnify and save harmless against all damages, costs and expenses whatsoever to which the City may be subjected in consequence of the acts or neglect of said Company, its agents or servants, or in any manner arising from the rights and privileges granted it by the City.

In addition said company shall, before a public way is disturbed for the laying of its wire or conduit, execute its bond in the penal sum of Ten Thousand Dollars (\$10,000) conditioned for faithful performance of its duties under this permit.

Said company shall comply with the requirements of existing Ordinances and orders and comply with any changes in Ordinances and orders as may hereafter be adopted by the Mayor and Council governing the construction and maintenance of buried cable, conduits and wires.

That any sidewalks that are damaged or removed will be replaced in kind and in accordance with the City of Springfield's Standard Specifications.

That ramps for the handicapped will be provided if and where required by law and in conformance with the Rules and Regulations of the Massachusetts Architectural Barrier Board.

That any curbing that is disturbed during construction will be reset to the established street grade using proper construction procedures.

That due care be exercised not to unnecessarily damage any public shade trees located within the construction area.

That the Springfield Water and Sewer Commission be notified before construction begins. All installations of adjacent utilities must be a minimum of 4 feet from the existing water and/or sewer main, edge to edge of pipe.

That all conditions set forth in the respective order are complied with.

_____))
 _____)) BOARD OF PUBLIC WORKS
 _____))

RESULT:	RECEIVED PASSED
----------------	------------------------

CITY OF SPRINGFIELD, MASSACHUSETTS

Date: January 8, 2016

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

The Board of Public Works, to which was referred the petition #6233 of Everesource Electric Company dated November 16, 2016, to adding new pole and anchor to extend the overhead conductors from existing joint pole located between #60 Marmon Street and #64 Marmon Street, southerly direction for a hundred two (102') feet to the new pole to be located between the new house #48 Marmon Street and #60 Marmon Street, all as substantially shown on a plan attached, referred to numbered #6233, which is incorporated herein by reference and to lay and maintain underground laterals, cables, and wires in the above public ways for the purpose of making connections with the pole as it may desire for distributing purposes, reports thereon as follows:

By virtue of Chapter 708 of the Acts of 1977 the Board of Public Works held the hearing on the above matter provided for in Section 22 of Chapter 166 of the General Laws. The hearing was held on January 6, 2016 at 5:00 P.M. at the corner of Marmon Street with Marmon Ct. Springfield, MA. three (3) members of the Board and one (1) persons interested in the matter were present. Of the latter, one (1) voted in favor of and no-one (0) voted against.

The Board finds the request necessary in order that the electrical utility company provides service for the new house #48 Marmon Street.

After careful consideration, the Board recommends the petition be granted provided:

That due care for public safety is exercised during construction including but not limited to the use of a police officer(s) for traffic control if necessary.

That said construction would not unnecessarily interfere with the movement of vehicular or pedestrian traffic in the area.

That care be taken during said construction not to damage any underground services.

That the construction site be returned to the same condition as found or better.

Said company shall indemnify and save harmless against all damages, costs and expenses whatsoever to which the City may be subjected in consequence of the acts or neglect of said Company, its agents or servants, or in any manner arising from the rights and privileges granted it by the City.

Attachment: 48 Marmon St. #6233 Report (3372 : 48 Marmon Street)

In addition said company shall, before a public way is disturbed for the laying of its wire or conduit, execute its bond in the penal sum of Ten Thousand Dollars (\$10,000) conditioned for faithful performance of its duties under this permit.

Said company shall comply with the requirements of existing Ordinances and orders and comply with any changes in Ordinances and orders as may hereafter be adopted by the Mayor and Council governing the construction and maintenance of buried cable, conduits and wires.

That any sidewalks that are damaged or removed will be replaced in kind and in accordance with the City of Springfield's Standard Specifications.

That ramps for the handicapped will be provided if and where required by law and in conformance with the Rules and Regulations of the Massachusetts Architectural Barrier Board.

That any curbing that is disturbed during construction will be reset to the established street grade using proper construction procedures.

That due care be exercised not to unnecessarily damage any public shade trees located within the construction area.

That the Springfield Water and Sewer Commission be notified before construction begins. All installations of adjacent utilities must be a minimum of 4 feet from the existing water and/or sewer main, edge to edge of pipe.

That all conditions set forth in the respective order are complied with.

_____	)	
_____	)	BOARD OF PUBLIC WORKS
_____	)	

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

DATE: December 11, 2015

TO: Wayman Lee, Esq.
City Clerk

FROM: Hector Velez, DPW Engineer
on behalf of BPW

DEPARTMENT: City Clerk

SUBJECT: Board's agenda for:
January 6, 2016

NOTICE OF MEETING

Wednesday, January 6, 2016 – At the corner of Marmon St. with Marmon Ct. Springfield, MA
at 5:00 P.M

Minutes of Previous Meeting
Communications
Old Business

EVERESOURCE

New Business: Marmon Street.

HEARING RE: To install new pole
.

Attachment: 1-6-2016 notice of meeting #6233 (3372 : 48 Marmon Street)

EVERSOURCE

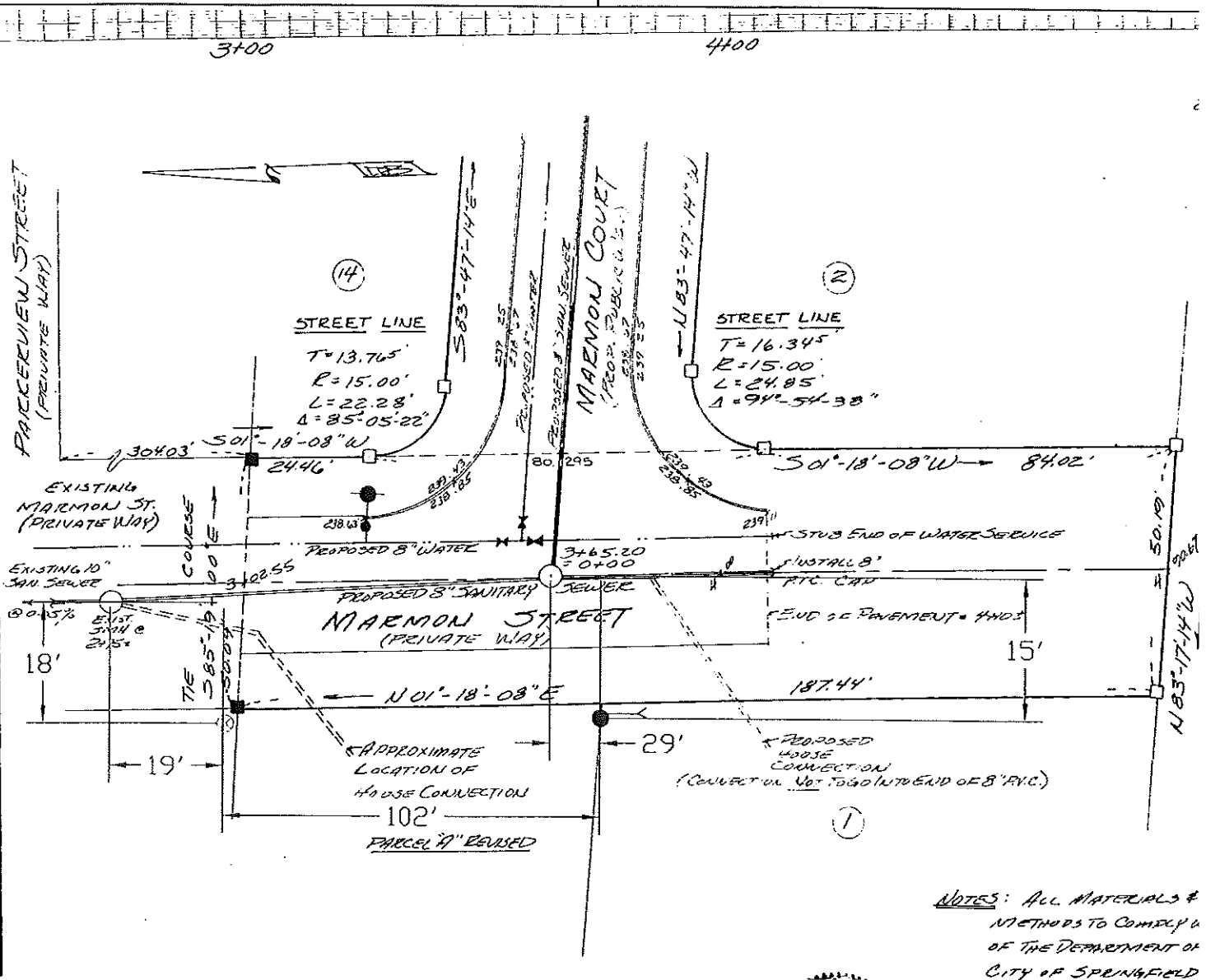
TOWN

3.11.c

SPRINGFIELD

STREET

48 MARMON ST



PURPOSE AND DESCRIPTION

EVERSOURCE IS PROPOSING TO INSTALL A NEW POLE ON THE PROPERTY LINE (IN TOWN TAKING) BETWEEN #48 AND #46 MARMON ST TO BE ABLE TO INSTALL NEW SERVICE TO #48 MARMON ST. NO ELECTRICAL SERVICE EXISTS IN FRONT OF #48 MARMON ST

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.#
2623285

SCALE
1.5' = 50'

PETITION NO.
6223

Packet Pg. 101

Attachment: 20160111103012581_0001 (3372 : 48 Marmon Street)



City Council
36 Court Street
Springfield, MA 01103

Meeting: 02/01/16 07:00 PM
Department: Department of Public Works
Category: General
Prepared By: Hector Velez
Initiator: Hector Velez
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3382

ADOPTED

PETITION (ID # 3382)

Armory Street

CITY OF SPRINGFIELD, MASSACHUSETTS

Date: January 20, 2016

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

The Board of Public Works, to which was referred the petition of Comcast of Massachusetts LL dated December 2, 2015, to install seventy four (74') feet of 4" PVC conduit with fiber optic and coax cable. From existing COMCAST vault on the easterly side of Armory Street and continue with 4" conduit crossing Armory Street westerly direction to a new 36"x48" vault to be located in the corner of Genesee Street in front of #214 Armory Street.

By virtue of Chapter 708 of the Acts of 1977 the Board of Public Works held the hearing on the above matter provided for in Section 22 of Chapter 166 of the General Laws. The hearing was held on January 11, 2016 at 5:00 P.M. at the corner of Warwick Street and Genesee Street, after due notice from the office of the City Clerk. Three (3) members of the Board and one (1) person interested in the matter were present. Of the latter, one (1) voted in favor of and no-one (0) voted against.

The Board finds the request necessary in order that the utility company can provide service and improvements in the area.

After careful consideration, the Board recommends the petition be granted provided:

That due care for public safety is exercised during construction including but not limited to the use of a police officer(s) for traffic control if necessary.

That said construction would not unnecessarily interfere with the movement of vehicular or pedestrian traffic in the area.

That care be taken during said construction not to damage any underground services.

That the construction site be returned to the same condition as found or better.

Said company shall indemnify and save harmless against all damages, costs and expenses whatsoever to which the City may be subjected in consequence of the acts or neglect of said Company, its agents or servants, or in any manner arising from the rights and privileges granted it by the City.

In addition said company shall, before a public way is disturbed for the laying of its wire or conduit, execute its bond in the penal sum of Ten Thousand Dollars (\$10,000) conditioned for faithful performance of its duties under this permit.

Said company shall comply with the requirements of existing Ordinances and orders and comply with any changes in Ordinances and orders as may hereafter be adopted by the Mayor and Council governing the construction and maintenance of buried cable, conduits and wires.

That any sidewalks that are damaged or removed will be replaced in kind and in accordance with the City of Springfield's Standard Specifications.

That ramps for the handicapped will be provided if and where required by law and in conformance with the Rules and Regulations of the Massachusetts Architectural Barrier Board.

That any curbing that is disturbed during construction will be reset to the established street grade using proper construction procedures.

That all proposed silo, manhole and hexhole covers will conform to and be compatible with established street, treebelt or sidewalk grades with suitable non-skid covers when in the sidewalk area.

That the Springfield Water and Sewer Commission be notified before construction begins. All installations of adjacent utilities must be a minimum of 4 feet from the existing water and/or sewer main, edge to edge of pipe.

That asphalt trench restoration be done in accordance with the City of Springfield DPW requirements.

That all conditions set forth in the respective order are complied with.

BOARD OF PUBLIC WORKS

John J. Fitzgerald)
Ronald R. Ruggs)
Michael Ruggs)

RESULT: RECEIVED PASSED

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

DATE: December 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:
January 11, 2016

NOTICE OF MEETING

Monday, January 11, 2016 – At the corner of Warwick St. with Genesee St. Springfield, MA at 5:00 P.M

Minutes of Previous Meeting
Communications
Old Business

New Business: Armory Street.
COMCAST

HEARING RE: To install 74 feet of 4 inches conduit with fiber optic line
from Armory St. to Genesee St.

Attachment: 1-11-2016 notice of meeting Armory St. (3382 : Armory Street)

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

DATE: December 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:
January 11, 2016

NOTICE OF MEETING

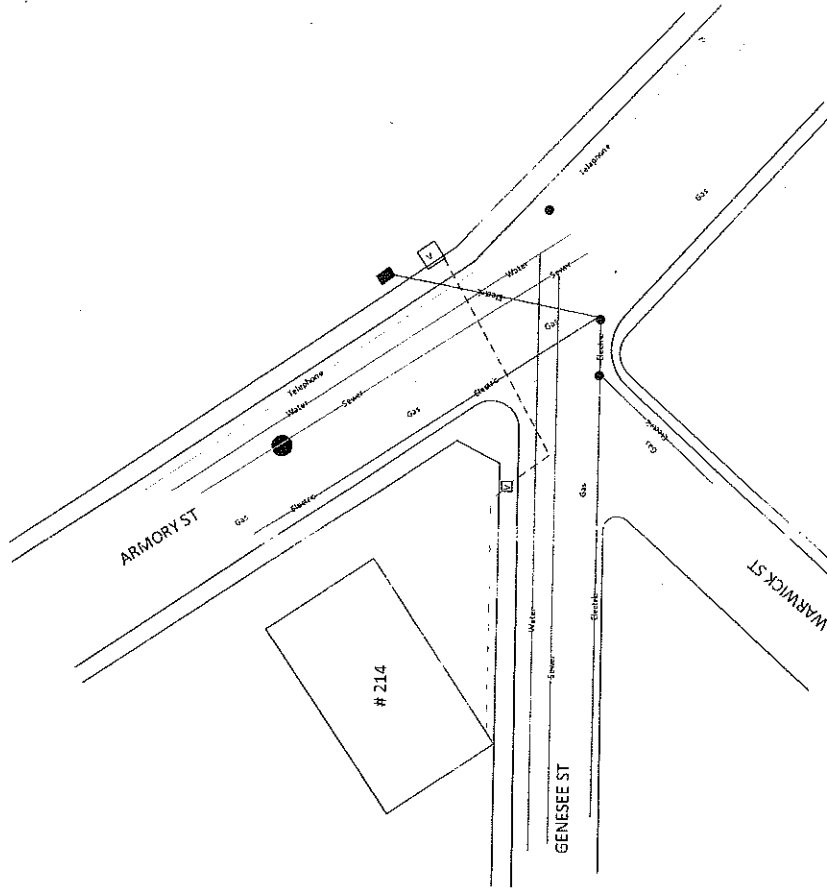
Monday, January 11, 2016 – At the corner of Warwick St. with Genesee St. Springfield, MA at 5:00 P.M

Minutes of Previous Meeting
Communications
Old Business

New Business: Armory Street.
COMCAST

HEARING RE: To install 74 feet of 4 inches conduit with fiber optic line
from Armory St. to Genesee St.

Attachment: 1-11-2016 notice of meeting Armory St. (3382 : Armory Street)

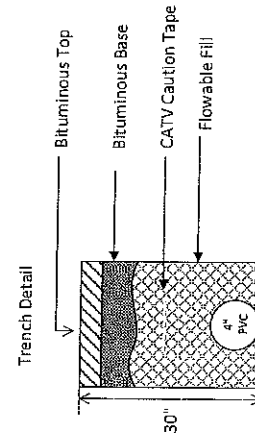


SCALE (IN FEET) 1" = 40'

COMCAST	
Drawn By:	Chad Thompson
12/2/2015	

Construction Details

- Install 1-4" Sch. 40 PVC conduit from vault on easterly side of Armory St., crossing Armory St in westerly direction to corner of Armory and Genesee St.
- Install 36" x 48" x 28" Quazite vault in sidewalk.
- Install 1-2" conduit from new vault to side of 214 Armory St.
- All trenching in street will be in accordance with City of Springfield DPW Regulation for street occupancy.



- Electric —
- Communications —
- Gas —
- Water —
- Sewer —
- Comcast Proposed —
- Comcast Proposed —



City Council
36 Court Street
Springfield, MA 01103

Meeting: 02/01/16 07:00 PM
Department: Law
Category: Local Law
Prepared By: Anthony I. Wilson
Initiator: Anthony I. Wilson
Sponsors: Ward 3 Councilor Melvin A. Edwards
DOC ID: 3352

TABLED

ORDINANCE (ID # 3352)

Freshwater Fish Consumption Advisory

AN ORDINANCE (A LOCAL LAW) TO AMEND the Code of the City of Springfield, Chapter 213 thereof, entitled Health and Sanitation, by adding the following sections:

Be it ordained (enacted) by the Council of the City of Springfield, that Chapter 213 shall be amended as follows to include:

Section 2 Purpose and Intent

Due to the high levels of mercury found in freshwater fish in Massachusetts, the Massachusetts Department of Public Health has established guidelines for the safe consumption of freshwater fish caught in bodies of water in Massachusetts. Specifically, these safe eating guidelines advise that pregnant women, women who may become pregnant, nursing mothers, and children under the age of twelve, should not eat any freshwater fish caught in the streams, rivers, lakes, and ponds in Massachusetts.

The purpose of this ordinance is to require the City of Springfield to construct and maintain signs informing the public of the Massachusetts Department of Public Health's blanket advisory regarding the high levels of mercury in the state's freshwater fish. The signs will advise the public that women of childbearing age and children under the age of twelve should not consume any freshwater fish caught in the streams, rivers, lakes, and ponds in Massachusetts. These warning signs are necessary to promote the public health and safety of the citizens of the City of Springfield through increased awareness of this mercury contamination.

Section 3 Definitions

3.1 "Bodies of water" refers to any lake, pond, river, stream, tributary, brook, creek, but is not exclusive to the above list.

(i) "Private body of water" refers to any body of water owned by private citizens or companies.

(ii) "Public body of water" refers to any body of water owned by the City of Springfield.

3.2 "Damage/Destruction by natural causes" refers to any damage or destruction caused by weather, natural disaster, deterioration such as rust, damage caused by felled trees, or any other natural wear and tear. This is not an exclusive list. Damage by natural causes does not include any man-made damage to the signs.

3.3 “Established entrance” refers to any commonly used access point and/or highly traveled path to the body of water.

3.4 “Freshwater fish” are species of fish that spend a period of time in their lifecycle including reproductive cycle in rivers, streams, lakes and ponds. Species include but are not limited to: Atlantic Salmon, Black Crappie, Bluegill, Brook Trout, Brown Trout, Catfish, Chain Pickerel, Common Dace, Lake Trout, Largemouth Bass, Muskellunge, Northern Pike, Pumpkinseed, Rainbow Trout, Smallmouth Bass, White Crappie, and Yellow Perch.

3.5 “Man-made damages” refers to any damage or destruction not naturally caused, including, but not limited to, vandalism.

3.6 “Mercury” is a heavy metal element that in high levels can be toxic to humans.

(i) “Mercury contamination” refers to levels of mercury deemed to be hazardous to life by the Massachusetts Department of Public Health.

Section 4 Regulations

4.1 Warning signs shall be constructed, erected, and maintained in accordance with this ordinance, at every public body of water in the City of Springfield.

4.2 The signs shall be located at every established entrance to a body of water, or within (twenty) feet of the body of water’s banks, placed in highly visible areas.

4.3 Each sign shall state, “WARNING - Women of childbearing age, and children under the age of twelve, should avoid consumption of the freshwater fish in these waters due to high levels of mercury and other contaminants.” Each signs shall be bilingual; posted in English and Spanish.

4.4 To ensure uniformity of the signs throughout the City of Springfield, the signs shall be in conformance to the type, size, style, color, material, placement, and any other specifications mandated by other applicable City of Springfield ordinances or other binding legal authority.

4.5 The City of Springfield shall be responsible for any and all fees to install and maintain all signs erected in accordance with this ordinance.

Section 5 Exemptions

5.1 Bodies of water privately owned within the City of Springfield limits are exempted from this ordinance, however, are still encouraged to comply. Privately owned bodies of water in compliance with section 4.1 to 4.4 of this ordinance shall have all sign construction and maintenance fees paid for by the City of Springfield per section 4.5 of this ordinance.

5.2 Freshwater fish that are stocked in lakes, ponds, rivers, streams, tributaries, brooks, or creeks in Massachusetts are deemed safe to consume and thus exempted from this ordinance.

5.3 Any public body of water within the City of Springfield that is tested by the Massachusetts Department of Public Health and found to have safe levels of mercury contaminants for all freshwater fish shall be deemed exempt from this ordinance.

(i) If deemed safe under the section 5.3 exemption, testing must be done every (two years) to maintain exempt status.

5.4 Any public body of water within the City of Springfield that is tested by the Massachusetts Department of Public Health and found to have safe levels of mercury contaminants for some or certain species of freshwater fish, signs shall be amended, as per section 5.5, at said body of water in accordance with the new guidelines.

5.5 Every (two years) signs constructed under this ordinance shall be reviewed for their accuracy, and amended in accordance with section 5.4.

Section 6 Administration and Enforcement

6.1 The Department of Public Works shall construct and maintain these signs.

6.2 The City of Springfield Board on Signs shall approve or disapprove each notice received by the City, relative to an application for the location of a sign.

6.3 Signs constructed in accordance with this ordinance, which are damaged or destroyed through natural causes shall be the responsibility of the department assigned to maintenance by the City of Springfield. The department responsible for maintenance of the damaged sign shall have the authority to recover the costs of replacing the sign from the City of Springfield.

6.4 Signs constructed in accordance with this ordinance, which are damaged or destroyed by man-made causes shall be the responsibility of the person who is found to have caused the damages. Any such person found to be responsible for damage or destruction of any sign constructed through this ordinance shall pay to

the City of Springfield all of the costs for such damage or destruction, including, but not limited to, costs for sign removal and replacement. Failure to pay for damage or destruction may result in legal action against the responsible party for all costs, such as court costs and reasonable attorney fees.

Section 7 Severability

7.1 Each separate provision of this ordinance shall be deemed independent of all other provisions herein, and if any provision of this section be declared invalid by a court of competent jurisdiction, the remaining provisions of this section shall remain valid and enforceable.

HISTORY:

12/21/15	City Council	REFERRED TO COMMITTEE
Next: 01/11/16		
01/11/16	City Council	REFERRED TO COMMITTEE
Next: 02/01/16		

RESULT:	REFERRED TO COMMITTEE
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Next: 3/7/2016 7:00 PM



City Council
36 Court Street
Springfield, MA 01103

Meeting: 02/01/16 07:00 PM
Department: Law
Category: General
Prepared By: Anthony I. Wilson
Initiator: Anthony I. Wilson
Sponsors: President - Ward 2 Councilor Michael A. Fenton
DOC ID: 3274 A

WITHDRAWN

SPECIAL ACT (ID # 3274)

An Act Filling Vacancies in Ward Seats of the City Council by Special Election

The Commonwealth of Massachusetts

In the Year Two Thousand Fifteen

AN ACT FILLING VACANCIES IN WARD SEATS OF THE CITY COUNCIL BY SPECIAL ELECTION

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

Section 1: Section two of chapter three hundred and eight of the Acts of nineteen hundred and ninety-two will have no force and effect upon ward seats of the Springfield City Council.

Section 2: Notwithstanding the provisions of section fifty A of chapter forty-three of the general laws or any other general or special law to the contrary, if a vacancy occurs, for any reason, in a ward seat of the city council more than two hundred and ten (210) days prior to the expiration of that term, the city clerk shall notify the city council prior to the next city council meeting.

At the first meeting, following notice from the clerk, the city council shall adopt an order calling for a special preliminary election, on a Tuesday, not less than sixty-two and not more than seventy-six days after the adoption of such order and a special election, on a Tuesday, not more that twenty-eight days after the preliminary election. The special election shall be conducted consistent with the Charter of the City of

Springfield.

If the number of candidates, certified by the elections office, is less than double the number plus one of the vacant seats then the Board of Election Commissioners shall cancel the preliminary election.

The ward seat shall remain vacant until such time as it has been filled by election. If the vacancy shall occur less than 210 days prior to the expiration of the term of that seat, but at least ten days before the regularly scheduled general election to fill that seat, the candidates in that general election shall be notified by the Election Commission of the vacancy.

Section 3: Notwithstanding the provisions of any general or special law to the contrary, to ascertain the will of the people of the city of Springfield, the board of election commissioners shall cause the following binding public opinion question to be placed on the official ballot to be used in the City of Springfield at the next regular state or municipal election:

THIS QUESTION IS BINDING.

Shall the vacancies in ward seats of the city council of the city of Springfield be filled by special election?

SECTION 3. If a majority of the voters casting a ballot on this binding question shall vote in the affirmative, the provisions of said act shall take effect immediately upon passage.

To the Honorable Senate and House of Representatives of the Commonwealth of Massachusetts In the General Court Assembled.

The undersigned, Domenic J. Sarno, Mayor of the City of Springfield, respectfully in the name and on behalf of said City, and in the pursuance of an order, a duly attested copy of which is hereto annexed, petition the General Court for legislation entitled “**AN ACT FILLING VACANCIES IN WARD SEATS OF THE CITY COUNCIL BY SPECIAL ELECTION**”, in substantially the same form as a draft Act attached hereto.

Respectfully submitted,

Domenic J. Sarno, Mayor

City of Springfield
36 Court Street
Springfield, MA 01103

HISTORY:

12/07/15	City Council	REFERRED TO COMMITTEE
Next: 12/21/15		
12/21/15	City Council	REFERRED TO COMMITTEE
Next: 01/11/16		
01/11/16	City Council	REFERRED TO COMMITTEE
Next: 02/01/16		

RESULT:	REFERRED TO COMMITTEE	Next: 3/7/2016 7:00 PM
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City Council
36 Court Street
Springfield, MA 01103

Meeting: 02/01/16 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
09/14/15 City Council Next: 10/19/15	REFERRED TO COMMITTEE
10/19/15 City Council Next: 11/16/15	REFERRED TO COMMITTEE
11/16/15 City Council Next: 12/07/15	REFERRED TO COMMITTEE
12/07/15 City Council Next: 12/21/15	REFERRED TO COMMITTEE
12/21/15 City Council Next: 01/11/16	REFERRED TO COMMITTEE
01/11/16 City Council Next: 02/01/16	REFERRED TO COMMITTEE

RESULT: REFERRED TO COMMITTEE

Next: 3/7/2016 7:00 PM



City Council
36 Court Street
Springfield, MA 01103

Meeting: 02/01/16 07:00 PM
Department: City Council
Category: Council Request
Prepared By: Kelley Mickiewicz
Initiator: Kateri B. Walsh
Sponsors:
DOC ID: 3237 A

TABLED

RESOLUTION (ID # 3237)

City Council Agenda

WHEREAS, the order of the City Council Agenda should be professional, respectful and courteous, and

WHEREAS, there should be a courtesy extended to our Department Heads who are included in the agenda, and

WHEREAS, there should be a specific order in which items are discussed, and

WHEREAS, regular agenda items pertaining to Council matters should be heard after the grants,

NOW, THEREFORE, BE IT RESOLVED that the grant portion of the agenda be first and grants addressed in the order they are presented.

HISTORY:

10/19/15	City Council	REFERRED TO COMMITTEE
Next: 11/16/15		
11/16/15	City Council	REFERRED TO COMMITTEE
Next: 12/07/15		
12/07/15	City Council	REFERRED TO COMMITTEE
Next: 12/21/15		
12/21/15	City Council	REFERRED TO COMMITTEE
Next: 01/11/16		
01/11/16	City Council	REFERRED TO COMMITTEE
Next: 02/01/16		

RESULT: REFERRED TO COMMITTEE

Next: 3/7/2016 7:00 PM



City Council
36 Court Street
Springfield, MA 01103

Meeting: 02/01/16 07:00 PM
Department: City Council
Category: Council Request
Prepared By: Susan Kacoyannakis
Initiator: Zaida Luna
Sponsors: Ward 1 Councilor Zaida Luna
DOC ID: 3293

TABLED

RESOLUTION (ID # 3293)

Puerto Rico Ch 9 Uniformity Act of 2015

CITY OF SPRINGFIELD

In the City Council December 21, 2015

- WHEREAS, Resolution calling upon the United States Congress to pass and the President to sign H.R. 870, also known as, the Puerto Rico Chapter 9 Uniformity Act of 2015, and
- WHEREAS, The Commonwealth of Puerto Rico is struggling with a weak economy, declining population and crushing debt obligations, and
- WHEREAS, The unemployment rate in Puerto Rico has remained consistently high and currently stands at around 11.6%, and
- WHEREAS, According to the U.S. Census, Puerto Rico's poverty rate is about 45% or nearly twice that of Mississippi, the poorest state in the Union, and
- WHEREAS, Puerto Rico's financial plight is also distressing to the many Springfield and surrounding community residents who have called the island their home, or have family and friends who live there, and
- WHEREAS, Due to economic pressures the Puerto Rican population has declined, in contrast to the U.S. population which has increased, and
- WHEREAS, Puerto Rico is neither an independent nation, nor a U.S. state, but rather a U.S. territory, and
- WHEREAS, Puerto Rico may not manipulate its currency to satisfy debt obligations as an independent nation might, and
- WHEREAS, According to U.S. law, as currently written, Puerto Rico's municipalities, and their publicly-owned corporations, may not claim bankruptcy in the way that the municipalities of states, such as Detroit, may, and
- WHEREAS, In effort to fill the gap in the law, the Puerto Rican government passed the Puerto Rico Public Corporations Debt Enforcement and Recovery Act ("Recovery Act"), which would have authorized certain government-owned corporations to restructure their debt, and

WHEREAS, In February of 2015, a court ruled the Recovery Act was inconsistent with federal law, and

WHEREAS, Without the Recovery Act or access to bankruptcy, Puerto Rico, and its residents-who are United States citizens will be unable to avail themselves or orderly and established bankruptcy processes common under federal law, and

WHEREAS, The Puerto Rico Chapter 9 Uniformity Act of 2015 would amend Title 11 of the United States Code to treat Puerto Rico as a state for the purposes of adjusting the debts of municipalities, and

WHEREAS, Access to bankruptcy for the Commonwealth would provide an orderly, established, process for both debtors and creditors that balances public and private interests

NOW, THEREFORE, BE IT RESOLVED that the Springfield City Council calls upon the Congress to pass and the President to sign H.R. 870, also known as, the Puerto Rico Chapter 9 Uniformity Act of 2015

HISTORY:

12/21/15 City Council
Next: 01/11/16

REFERRED TO COMMITTEE

01/11/16 City Council
Next: 02/01/16

REFERRED TO COMMITTEE

RESULT:	REFERRED TO COMMITTEE	Next: 3/7/2016 7:00 PM
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City Council

ADOPTED

Meeting: 02/01/16 07:00 PM
Initiator: Melvyn Altman
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3388

4.18

Order Authorizing the Springfield Conservation Commission to Accept and Receive, in the Name of the City of Springfield, a Gift of Land from Bruce L. Morin of Property Known as Rear Tinkham Road (Parcel-ID # 11570-0140) (Mayor Sarno)

WHEREAS, Bruce L. Morin of Longmeadow, Massachusetts has offered to donate to the Springfield Conservation Commission, a gift of land known as Rear Tinkham Road (Parcel-ID # 11570-0140), and being more fully described in the attached draft deed; and

WHEREAS, the Springfield Conservation Commission voted at a meeting held on November 24, 2015 to accept said proposed gift of land; and

WHEREAS, Massachusetts General Laws Chapter 40, Section 8C authorizes the Springfield Conservation Commission to receive gifts of land, in the name of the City of Springfield, subject to the approval of the City Council.

NOW THEREFORE BE IT ORDERED, that the Springfield Conservation Commission be and is hereby authorized to accept and receive said gift of land, in the name of the City of Springfield, pursuant to the provisions of Massachusetts General Laws Chapter 40, Section 8C.

RESULT:	ADOPTED [12 TO 0]
MOVER:	Justin Hurst, At Large Councilor
SECONDER:	Timothy J. Rooke, At-Large Councilor
AYES:	Hurst, Shea, Twiggs, Allen, Rooke, Ramos, Williams, Gomez, Ashe, Edwards, Walsh, Fenton
ABSENT:	Marcus J Williams

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS that I, **BRUCE L. MORIN**, of 113 Longmeadow Street, Longmeadow, Hampden County, Massachusetts,

for no consideration,

hereby grant to the **CITY OF SPRINGFIELD**, a municipal corporation duly established under the laws of the Commonwealth of Massachusetts, acting by and through its **CONSERVATION COMMISSION**, with a usual place of business at 70 Tapley Street, Springfield, Hampden County, Massachusetts,

with **QUITCLAIM COVENANTS**,

Certain real estate situated in Springfield, Hampden County, Massachusetts identified by the Springfield Board of Assessors as **Rear Tinkham Road (Parcel-ID # 11570-0140)**, and being known as 10.61 acres on a plan entitled "Plan of Property for George H. Vakel, dated April 1974" recorded in Hampden County Registry of Deeds in Book of Plans 155, Pages 24 and 25; see also Plan 162, Pages 114 and 115; being more particularly bounded and described as follows:

EASTERLY by the Springfield-Wilbraham line, two thousand two hundred thirty-four and 91/100 (2,234.91) feet;

SOUTHERLY by land now or formerly of one Jernigan, its two courses, a total distance of one hundred twenty-eight and 25/100 (128.25) feet;

WESTERLY by land now or formerly of one Gebo, one thousand one hundred ninety-six and 14/100 (1,196.14) feet;

SOUTHERLY by last named land, two hundred two and 10/100 (202.10) feet; and

WESTERLY by land now or formerly of Kay-Vee Realty Co., Inc., and land now or formerly of one Jordon, one thousand one hundred thirty-four and 34/100 (1,134.34) feet.

Subject to restrictions and encumbrances of record.

Being the same premises conveyed to the grantor herein by deed of Lorraine C. Tatsch dated October 19, 2012, and recorded in Hampden County Registry of Deeds in Book 19507, Page 481.

This conveyance is a gift and is made without consideration, pursuant to M.G.L. c. 40, § 8C, and approved by Order of the grantee's City Council passed on February 1, 2016. A copy of said Order is attached hereto as Exhibit "A".

Attachment: Deed Tinkham Rd. (3388 : Tinkham Rd.-Gift)

WITNESS my hand and seal this ____ day of _____, 2016.

Witness

BRUCE L. MORIN

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, ss.

Springfield, Massachusetts

On this ____ day of _____, 2016, before me, the undersigned notary public, personally appeared the above-named BRUCE L. MORIN, proved to me through satisfactory evidence of identification, which was a _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Melvyn W. Altman
Notary Public
My Commission Expires: 12/16/2016

Attachment: Deed Tinkham Rd. (3388 : Tinkham Rd.-Gift)



City Council

ADOPTED

4.19

Meeting: 02/01/16 07:00 PM
Initiator: Melanie Acobe
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3390

An Order Authorizing the Submission of Statements of Interest to the Mass. School Building Authority (Mayor Sarno)

WHEREAS, the Superintendent of Schools, working with the Facilities Department, wishes to submit thirteen (12) Statements of Interest to the Massachusetts School Building Authority (MSBA) in an effort to secure funding for repairs and improvements at the following schools: Balliet Elementary; Kensington Elementary; Mary Lynch Elementary; Homer Elementary; Talmadge Elementary; Alfred Zanetti Montessori Elementary; Balliet Middle; William N. DeBerry School; Brunton Elementary; Gerena Community School; Hiram L. Dorman Elementary; Marcus Kiley Middle; And

WHEREAS, Statements of Interest must be approved by the City Council prior to submission to the MSBA;

NOW THEREFORE, BE IT ORDERED, that the City Council, by means of the votes attached hereto, authorizes the Superintendent of Schools to submit the above-referenced Statements of Interest to the MSBA.

RESULT:	ADOPTED [12 TO 0]
MOVER:	Kateri B. Walsh, At-Large Councilor
SECONDER:	Bud L. Williams, At-Large Councilor
AYES:	Hurst, Shea, Twiggs, Allen, Rooke, Ramos, Williams, Gomez, Ashe, Edwards, Walsh, Fenton
ABSENT:	Marcus J Williams

REQUIRED FORM OF VOTE TO SUBMIT A STATEMENT OF INTEREST

REQUIRED VOTES

If a City or Town, a vote in the following form is required from both the City Council/Board of Aldermen **OR** the Board of Selectmen/equivalent governing body **AND** the School Committee.

If a regional school district, a vote in the following form is required from the Regional School Committee only.

FORM OF VOTE

Please use the text below to prepare your City's, Town's or District's required vote(s).

Resolved: Having convened in an open meeting on **February 1, 2016**, prior to the closing date, the City Council of Springfield, in accordance with its charter, by-laws, and ordinances, has voted to authorize the Superintendent to submit to the Massachusetts School Building Authority the Statement of Interest Form dated **February 12, 2016** for the **Balliet Elementary School** located at **52 Rosewell Street, Springfield, MA** which describes and explains the following deficiencies and the priority category(s) for which an application may be submitted to the Massachusetts School Building Authority in the future **Priority #5, for the installation of a new roof under the Accelerated Repair Program;** and hereby further specifically acknowledges that by submitting this Statement of Interest Form, the Massachusetts School Building Authority in no way guarantees the acceptance or the approval of an application, the awarding of a grant or any other funding commitment from the Massachusetts School Building Authority, or commits the City/Town/Regional School District to filing an application for funding with the Massachusetts School Building Authority.

DOCUMENTATION OF VOTE

Documentation of each vote must be submitted as follows:

For the vote of the City Council/Board of Aldermen or Board of Selectmen/equivalent governing body, a copy of the text of the vote must be submitted with a certification of the City/Town Clerk that the vote was duly recorded and the date of the vote must be provided.

For the vote of the School Committee, Minutes of the School Committee meeting at which the vote was taken must be submitted with the original signature of the Committee Chairperson.

REQUIRED FORM OF VOTE TO SUBMIT A STATEMENT OF INTEREST

REQUIRED VOTES

If a City or Town, a vote in the following form is required from both the City Council/Board of Aldermen **OR** the Board of Selectmen/equivalent governing body **AND** the School Committee.

If a regional school district, a vote in the following form is required from the Regional School Committee only.

FORM OF VOTE

Please use the text below to prepare your City's, Town's or District's required vote(s).

Resolved: Having convened in an open meeting on **February 1, 2016**, prior to the closing date, the City Council of Springfield, in accordance with its charter, by-laws, and ordinances, has voted to authorize the Superintendent to submit to the Massachusetts School Building Authority the Statement of Interest Form dated **February 12, 2016** for the **Kensington Avenue Elementary School** located at **31 Kensington Avenue, Springfield, MA** which describes and explains the following deficiencies and the priority category(s) for which an application may be submitted to the Massachusetts School Building Authority in the future **Priority #5, for the installation of a new roof under the Accelerated Repair Program**; and hereby further specifically acknowledges that by submitting this Statement of Interest Form, the Massachusetts School Building Authority in no way guarantees the acceptance or the approval of an application, the awarding of a grant or any other funding commitment from the Massachusetts School Building Authority, or commits the City/Town/Regional School District to filing an application for funding with the Massachusetts School Building Authority.

DOCUMENTATION OF VOTE

Documentation of each vote must be submitted as follows:

For the vote of the City Council/Board of Aldermen or Board of Selectmen/equivalent governing body, a copy of the text of the vote must be submitted with a certification of the City/Town Clerk that the vote was duly recorded and the date of the vote must be provided.

For the vote of the School Committee, Minutes of the School Committee meeting at which the vote was taken must be submitted with the original signature of the Committee Chairperson.

REQUIRED FORM OF VOTE TO SUBMIT A STATEMENT OF INTEREST

REQUIRED VOTES

If a City or Town, a vote in the following form is required from both the City Council/Board of Aldermen **OR** the Board of Selectmen/equivalent governing body **AND** the School Committee.

If a regional school district, a vote in the following form is required from the Regional School Committee only.

FORM OF VOTE

Please use the text below to prepare your City's, Town's or District's required vote(s).

Resolved: Having convened in an open meeting on **February 1, 2016**, prior to the closing date, the City Council of Springfield, in accordance with its charter, by-laws, and ordinances, has voted to authorize the Superintendent to submit to the Massachusetts School Building Authority the Statement of Interest Form dated **February 12, 2016** for the **Mary M. Lynch Elementary School** located at **315 North Branch Parkway, Springfield, MA** which describes and explains the following deficiencies and the priority category(s) for which an application may be submitted to the Massachusetts School Building Authority in the future **Priority #5, for the installation of a new roof under the Accelerated Repair Program**; and hereby further specifically acknowledges that by submitting this Statement of Interest Form, the Massachusetts School Building Authority in no way guarantees the acceptance or the approval of an application, the awarding of a grant or any other funding commitment from the Massachusetts School Building Authority, or commits the City/Town/Regional School District to filing an application for funding with the Massachusetts School Building Authority.

DOCUMENTATION OF VOTE

Documentation of each vote must be submitted as follows:

For the vote of the City Council/Board of Aldermen or Board of Selectmen/equivalent governing body, a copy of the text of the vote must be submitted with a certification of the City/Town Clerk that the vote was duly recorded and the date of the vote must be provided.

For the vote of the School Committee, Minutes of the School Committee meeting at which the vote was taken must be submitted with the original signature of the Committee Chairperson.

REQUIRED FORM OF VOTE TO SUBMIT A STATEMENT OF INTEREST

REQUIRED VOTES

If a City or Town, a vote in the following form is required from both the City Council/Board of Aldermen **OR** the Board of Selectmen/equivalent governing body **AND** the School Committee.

If a regional school district, a vote in the following form is required from the Regional School Committee only.

FORM OF VOTE

Please use the text below to prepare your City's, Town's or District's required vote(s).

Resolved: Having convened in an open meeting on **February 1, 2016**, prior to the closing date, the City Council of Springfield, in accordance with its charter, by-laws, and ordinances, has voted to authorize the Superintendent to submit to the Massachusetts School Building Authority the Statement of Interest Form dated **April 8, 2016** for the **Homer Elementary School** located at **43 Homer Street, Springfield, MA** which describes and explains the following deficiencies and the priority category(s) for which an application may be submitted to the Massachusetts School Building Authority in the future **Priority #7, for the replacement of an obsolete school facility to better serve the Springfield students**; and hereby further specifically acknowledges that by submitting this Statement of Interest Form, the Massachusetts School Building Authority in no way guarantees the acceptance or the approval of an application, the awarding of a grant or any other funding commitment from the Massachusetts School Building Authority, or commits the City/Town/Regional School District to filing an application for funding with the Massachusetts School Building Authority.

DOCUMENTATION OF VOTE

Documentation of each vote must be submitted as follows:

For the vote of the City Council/Board of Aldermen or Board of Selectmen/equivalent governing body, a copy of the text of the vote must be submitted with a certification of the City/Town Clerk that the vote was duly recorded and the date of the vote must be provided.

For the vote of the School Committee, Minutes of the School Committee meeting at which the vote was taken must be submitted with the original signature of the Committee Chairperson.

REQUIRED FORM OF VOTE TO SUBMIT A STATEMENT OF INTEREST

REQUIRED VOTES

If a City or Town, a vote in the following form is required from both the City Council/Board of Aldermen **OR** the Board of Selectmen/equivalent governing body **AND** the School Committee.

If a regional school district, a vote in the following form is required from the Regional School Committee only.

FORM OF VOTE

Please use the text below to prepare your City's, Town's or District's required vote(s).

Resolved: Having convened in an open meeting on **February 1, 2016**, prior to the closing date, the City Council of Springfield, in accordance with its charter, by-laws, and ordinances, has voted to authorize the Superintendent to submit to the Massachusetts School Building Authority the Statement of Interest Form dated **February 12, 2016** for the **Arthur T. Talmadge Elementary School** located at **1395 Allen Street, Springfield, MA** which describes and explains the following deficiencies and the priority category(s) for which an application may be submitted to the Massachusetts School Building Authority in the future **Priority #5, for the installation of new windows under the Accelerated Repair Program**; and hereby further specifically acknowledges that by submitting this Statement of Interest Form, the Massachusetts School Building Authority in no way guarantees the acceptance or the approval of an application, the awarding of a grant or any other funding commitment from the Massachusetts School Building Authority, or commits the City/Town/Regional School District to filing an application for funding with the Massachusetts School Building Authority.

DOCUMENTATION OF VOTE

Documentation of each vote must be submitted as follows:

For the vote of the City Council/Board of Aldermen or Board of Selectmen/equivalent governing body, a copy of the text of the vote must be submitted with a certification of the City/Town Clerk that the vote was duly recorded and the date of the vote must be provided.

For the vote of the School Committee, Minutes of the School Committee meeting at which the vote was taken must be submitted with the original signature of the Committee Chairperson.

REQUIRED FORM OF VOTE TO SUBMIT A STATEMENT OF INTEREST

REQUIRED VOTES

If a City or Town, a vote in the following form is required from both the City Council/Board of Aldermen **OR** the Board of Selectmen/equivalent governing body **AND** the School Committee.

If a regional school district, a vote in the following form is required from the Regional School Committee only.

FORM OF VOTE

Please use the text below to prepare your City's, Town's or District's required vote(s).

Resolved: Having convened in an open meeting on **February 1, 2016**, prior to the closing date, the City Council of Springfield, in accordance with its charter, by-laws, and ordinances, has voted to authorize the Superintendent to submit to the Massachusetts School Building Authority the Statement of Interest Form dated **February 12, 2016** for the **Alfred Zanetti Montessori Elementary School** located at **474 Armory Street, Springfield, MA** which describes and explains the following deficiencies and the priority category(s) for which an application may be submitted to the Massachusetts School Building Authority in the future **Priority #5, for the installation of new windows and exterior doors under the Accelerated Repair Program**; and hereby further specifically acknowledges that by submitting this Statement of Interest Form, the Massachusetts School Building Authority in no way guarantees the acceptance or the approval of an application, the awarding of a grant or any other funding commitment from the Massachusetts School Building Authority, or commits the City/Town/Regional School District to filing an application for funding with the Massachusetts School Building Authority.

DOCUMENTATION OF VOTE

Documentation of each vote must be submitted as follows:

For the vote of the City Council/Board of Aldermen or Board of Selectmen/equivalent governing body, a copy of the text of the vote must be submitted with a certification of the City/Town Clerk that the vote was duly recorded and the date of the vote must be provided.

For the vote of the School Committee, Minutes of the School Committee meeting at which the vote was taken must be submitted with the original signature of the Committee Chairperson.

REQUIRED FORM OF VOTE TO SUBMIT A STATEMENT OF INTEREST

REQUIRED VOTES

If a City or Town, a vote in the following form is required from both the City Council/Board of Aldermen **OR** the Board of Selectmen/equivalent governing body **AND** the School Committee.

If a regional school district, a vote in the following form is required from the Regional School Committee only.

FORM OF VOTE

Please use the text below to prepare your City's, Town's or District's required vote(s).

Resolved: Having convened in an open meeting on **February 1, 2016**, prior to the closing date, the City Council of Springfield, in accordance with its charter, by-laws, and ordinances, has voted to authorize the Superintendent to submit to the Massachusetts School Building Authority the Statement of Interest Form dated **February 12, 2016** for the **Balliet Middle School** located at **111 Seymour Avenue, Springfield, MA** which describes and explains the following deficiencies and the priority category(s) for which an application may be submitted to the Massachusetts School Building Authority in the future **Priority #5, for the installation of new windows and exterior doors under the Accelerated Repair Program**; and hereby further specifically acknowledges that by submitting this Statement of Interest Form, the Massachusetts School Building Authority in no way guarantees the acceptance or the approval of an application, the awarding of a grant or any other funding commitment from the Massachusetts School Building Authority, or commits the City/Town/Regional School District to filing an application for funding with the Massachusetts School Building Authority.

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If a regional school district, a vote in the following form is required from the Regional School Committee only.

FORM OF VOTE

Please use the text below to prepare your City's, Town's or District's required vote(s).

Resolved: Having convened in an open meeting on **February 1, 2016**, prior to the closing date, the City Council of Springfield, in accordance with its charter, by-laws, and ordinances, has voted to authorize the Superintendent to submit to the Massachusetts School Building Authority the Statement of Interest Form dated **April 8, 2016** for the **William N. DeBerry School** located at **670 Union Street, Springfield, MA** which describes and explains the following deficiencies and the priority category(s) for which an application may be submitted to the Massachusetts School Building Authority in the future **Priority #1 and Priority #7, to replace the structural framing of the floors and the roof in the original portion of the building, for the interior reconfiguration of the bathrooms and classrooms in the original portion of the building, and for the installation of a new roof for the entire school facility;** and hereby further specifically acknowledges that by submitting this Statement of Interest Form, the Massachusetts School Building Authority in no way guarantees the acceptance or the approval of an application, the awarding of a grant or any other funding commitment from the Massachusetts School Building Authority, or commits the City/Town/Regional School District to filing an application for funding with the Massachusetts School Building Authority.

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If a regional school district, a vote in the following form is required from the Regional School Committee only.

FORM OF VOTE

Please use the text below to prepare your City's, Town's or District's required vote(s).

Resolved: Having convened in an open meeting on **February 1, 2016**, prior to the closing date, the City Council of Springfield, in accordance with its charter, by-laws, and ordinances, has voted to authorize the Superintendent to submit to the Massachusetts School Building Authority the Statement of Interest Form dated **April 8, 2016** for the **Daniel B. Brunton Elementary School** located at **1801 Parker Street, Springfield, MA** which describes and explains the following deficiencies and the priority category(s) for which an application may be submitted to the Massachusetts School Building Authority in the future **Priority #4 and Priority #7, for the construction of a new addition and the installation of a new roof, windows and exterior doors at the existing school facility**; and hereby further specifically acknowledges that by submitting this Statement of Interest Form, the Massachusetts School Building Authority in no way guarantees the acceptance or the approval of an application, the awarding of a grant or any other funding commitment from the Massachusetts School Building Authority, or commits the City/Town/Regional School District to filing an application for funding with the Massachusetts School Building Authority.

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If a regional school district, a vote in the following form is required from the Regional School Committee only.

FORM OF VOTE

Please use the text below to prepare your City's, Town's or District's required vote(s).

Resolved: Having convened in an open meeting on **February 1, 2016**, prior to the closing date, the City Council of Springfield, in accordance with its charter, by-laws, and ordinances, has voted to authorize the Superintendent to submit to the Massachusetts School Building Authority the Statement of Interest Form dated **February 12, 2016** for the **Early Childhood Center** located at **15 Catharine Street, Springfield, MA** which describes and explains the following deficiencies and the priority category(s) for which an application may be submitted to the Massachusetts School Building Authority in the future **Priority #5, for the installation of a new roof under the Accelerated Repair Program**; and hereby further specifically acknowledges that by submitting this Statement of Interest Form, the Massachusetts School Building Authority in no way guarantees the acceptance or the approval of an application, the awarding of a grant or any other funding commitment from the Massachusetts School Building Authority, or commits the City/Town/Regional School District to filing an application for funding with the Massachusetts School Building Authority.

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FORM OF VOTE

Please use the text below to prepare your City's, Town's or District's required vote(s).

Resolved: Having convened in an open meeting on **February 1, 2016**, prior to the closing date, the City Council of Springfield, in accordance with its charter, by-laws, and ordinances, has voted to authorize the Superintendent to submit to the Massachusetts School Building Authority the Statement of Interest Form dated **April 8, 2016** for the **Gerena Community School** located at **200 Birnie Avenue, Springfield, MA** which describes and explains the following deficiencies and the priority category(s) for which an application may be submitted to the Massachusetts School Building Authority in the future **Priority #1 and Priority #7, for the replacement and installation of the Heating, Ventilation and Air Conditioning (HVAC) systems for the entire educational complex and for the associated exterior envelope repairs required by the new HVAC systems;** and hereby further specifically acknowledges that by submitting this Statement of Interest Form, the Massachusetts School Building Authority in no way guarantees the acceptance or the approval of an application, the awarding of a grant or any other funding commitment from the Massachusetts School Building Authority, or commits the City/Town/Regional School District to filing an application for funding with the Massachusetts School Building Authority.

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FORM OF VOTE

Please use the text below to prepare your City's, Town's or District's required vote(s).

Resolved: Having convened in an open meeting on **February 1, 2016**, prior to the closing date, the City Council of Springfield, in accordance with its charter, by-laws, and ordinances, has voted to authorize the Superintendent to submit to the Massachusetts School Building Authority the Statement of Interest Form dated **February 12, 2016** for the **Hiram L. Dorman Elementary School** located at **20 Lydia Street, Springfield, MA** which describes and explains the following deficiencies and the priority category(s) for which an application may be submitted to the Massachusetts School Building Authority in the future **Priority #5, for the installation of a new roof under the Accelerated Repair Program**; and hereby further specifically acknowledges that by submitting this Statement of Interest Form, the Massachusetts School Building Authority in no way guarantees the acceptance or the approval of an application, the awarding of a grant or any other funding commitment from the Massachusetts School Building Authority, or commits the City/Town/Regional School District to filing an application for funding with the Massachusetts School Building Authority.

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FORM OF VOTE

Please use the text below to prepare your City's, Town's or District's required vote(s).

Resolved: Having convened in an open meeting on **February 1, 2016**, prior to the closing date, the City Council of Springfield, in accordance with its charter, by-laws, and ordinances, has voted to authorize the Superintendent to submit to the Massachusetts School Building Authority the Statement of Interest Form dated **February 12, 2016** for the **Marcus Kiley Middle School** located at **180 Cooley Street, Springfield, MA** which describes and explains the following deficiencies and the priority category(s) for which an application may be submitted to the Massachusetts School Building Authority in the future **Priority #5, for the installation of new windows and exterior doors under the Accelerated Repair Program**; and hereby further specifically acknowledges that by submitting this Statement of Interest Form, the Massachusetts School Building Authority in no way guarantees the acceptance or the approval of an application, the awarding of a grant or any other funding commitment from the Massachusetts School Building Authority, or commits the City/Town/Regional School District to filing an application for funding with the Massachusetts School Building Authority.

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For the vote of the School Committee, Minutes of the School Committee meeting at which the vote was taken must be submitted with the original signature of the Committee Chairperson.



City Council

ADOPTED

Meeting: 02/01/16 07:00 PM
Initiator: Wayman Lee
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3392

5.20

Warrant - Presidential Preference Primary (Mayor Sarno)

COMMONWEALTH OF MASSACHUSETTS

WILLIAM FRANCIS GALVIN
SECRETARY OF THE COMMONWEALTH

SS.

To either of the Constables of the **City of Springfield**

GREETING:

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

SEE ATTCHED WARD AND PRECINCT NUMBERS AND POLLING LOCATIONS

on **TUESDAY, THE FIRST DAY OF MARCH, 2016**, from 7 :00 A.M. to 8:00 P.M. for the following purpose:

To cast their votes in the Presidential Primary for the candidates of political parties for the following offices:

PRESIDENTIAL PREFERENCE..... FOR THIS
COMMONWEALTH
STATE COMMITTEE MAN..... HAMPDEN DISTRICT
STATE COMMITTEE MAN..... FIRST HAMPDEN AND HAMPSHIRE
DISTRICT
STATE COMMITTEE WOMAN..... HAMPDEN DISTRICT
STATE COMMITTEE WOMAN..... FIRST HAMPDEN AND HAMPSHIRE
DISTRICT
WARD COMMITTEE WARDS 1 THRU 8 FOR THIS
MUNICIPALITY

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

Given under my hands this day of February, 2016.

City Council of the City of Springfield

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

Anthony I. Wilson, Esquire - City Clerk

A True Copy Attested

February , 2016

Warrant must be posted by February 23, 2016, (at least seven (7) days prior to March 1, 2016, Presidential Preference Primary).

RESULT:	ADOPTED [12 TO 0]
MOVER:	Kenneth E. Shea, Ward 6 Councilor
SECONDER:	Melvin A. Edwards, Ward 3 Councilor
AYES:	Hurst, Shea, Twiggs, Allen, Rooke, Ramos, Williams, Gomez, Ashe, Edwards, Walsh, Fenton
ABSENT:	Marcus J Williams



City Council

ADOPTED

Meeting: 02/01/16 07:00 PM
Initiator: Wayman Lee
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3391

5.21

Polling Places - Presidential Preference Primary (Mayor Sarno)

ORDERED, that the polling places for the **Presidential Preference Primary** to be held in the City of Springfield on **TUESDAY, MARCH 1, 2016** be and they are hereby designated as follows:

WARD 1

- A. RIVERVIEW ADMINISTRATION BLDG..... 82 DIVISION STREET
- B. RIVERVIEW ADMINISTRATION BLDG.....82 DIVISION STREET
- C. NORTH END YOUTH CENTER1772 DWIGHT STREET
- D. BAY STATE PLACE414 CHESTNUT STREET
- E. BAY STATE PLACE414 CHESTNUT STREET
- F. HOBBY CLUB.....309 CHESTNUT STREET
- G. FIRE DEPT. HEADQUARTERS.....SPRING & WORTHINGTON STREETS
- H. THE GOOD LIFE CENTER.1600 E. COLUMBUS AVE

WARD 2

- A. SPRINGFIELD BOYS AND GIRLS CLUB481 CAREW STREET
- B. SPRINGFIELD BOYS AND GIRLS CLUB481 CAREW STREET
- C. SPRINGFIELD BOYS AND GIRLS CLUB481 CAREW STREET
- D. VAN SICKLE SCHOOL, GYM1170 CAREW STREET
- E. VAN SICKLE SCHOOL, GYM.1170 CAREW STREET
- F. SAFETY COMPLEX.1212 CAREW STREET
- G. BOWLES SCHOOL24 BOWLES PARK
- H. VAN SICKLE SCHOOL, GYM1170 CAREW STREET

WARD 3

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

STREET
 B. GENTILE APARTMENTS, COMMUNITY RM.....85 WILLIAM STREET
 C. GENTILE APARTMENTS, COMMUNITY RM.....85 WILLIAM STREET
 D. JC WILLIAMS COMMUNITY CTR116 FLORENCE
 STREET
 E. JC WILLIAMS COMMUNITY CTR116 FLORENCE
 STREET
 F. HOLY NAME CHURCH/SOCIAL CENTER.....323 DICKINSON
 STREET
 G. HOLY NAME CHURCH/SOCIAL CENTER.....323 DICKINSON
 STREET
 H. HOLY NAME CHURCH/SOCIAL CENTER.....323 DICKINSON
 STREET
 STREET

WARD 4

A. REBECCA M. JOHNSON SCHOOL55 CATHERINE
 STREET
 B. REBECCA M. JOHNSON SCHOOL55 CATHERINE
 STREET
 C. MASON SQUARE LIBRARY.....765 STATE STREET
 D. HIGHLAND HOUSE, INC.....250 OAK GROVE
 AVENUE
 E. MASON SQUARE FIRE STATION33 EASTERN AVENUE
 F. AIC CORNIOTES HALL.....1053 STATE ST (Corner
 of Homer)
 G. INDEPENDENCE HOUSE.1475 ROOSEVELT
 AVENUE
 H. AIC CORNIOTES HALL1053 STATE ST (Corner
 of Homer)

WARD 5

A. HIGH SCHOOL OF SCENCE & TECH. 1250 STATE & ALTON
 STREET
 B. HIGH SCHOOL OF SCIENCE & TECH1250 STATE & ALTON
 STREET
 C. MARY LYNCH SCHOOL..... 315 NORTH BRANCH
 PARKWAY

D.	GREENLEAF COMMUNITY CENTER.....	1188	½	PARKER
STREET				
E.	PINE POINT LIBRARY	204	BOSTON ROAD	
F.	DUGGAN SCHOOL.....	1015	WILBRAHAM	
ROAD				
G.	GREENLEAF COMMUNITY CENTER.....	1188	½	PARKER
STREET				
H.	CHURCH OF THE ACRES... ..	1383		WILBRAHAM
ROAD				

WARD 6

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

WARD 7

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

WARD 8

A.	MARY MOTHER OF HOPE (ST. MARY'S) CHURCH	840	PAGE BLVD	
B.	MARY LYNCH016 SCHOOL.....	315	NORTH BRANCH	
PARKWAY				
C.	CENTRAL HIGH SCHOOL	1840		ROOSEVELT
AVENUE				
D.	JOHN F. KENNEDY MIDDLE SCHOOL	1385		BERKSHIRE

AVENUE

- E. INDIAN ORCHARD CITIZENS COUNCIL..... 117 MAIN STEET I.O
 F. JOHN F. KENNEDY MIDDLE SCHOOL1385 BERKSHIRE

AVENUE

- G. WARNER SCHOOL 493 PARKER STREET
 H. PINE POINT LIBRARY..... 204 BOSTON ROAD

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

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