



City Council

Finance Sub-Committee

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

~ Agenda ~

Tasheena Davis
4137876589

Monday, April 5, 2021

5:30 PM

Virtual Meeting (Zoom)

I. Call to Order

5:30 PM Meeting called to order on April 5, 2021 at Virtual Meeting (Zoom) , Virtual Meeting, N/A, NA.

II. Public Portion

III. Statement

IV. Orders

1. Order (ID # 6107)

Council on Aging Grant - No Match Required - \$286,608.00

ATTACHMENTS:

- Elders COA Grant Setup (PDF)

2. Order (ID # 6108)

Thomas J. O'Connor Donations - \$6,111.00

ATTACHMENTS:

- TJO donations (PDF)

3. Order (ID # 6125)

FY21 S.A.F.E and Senior SAFE Grant - No Match Required - \$14,599

ATTACHMENTS:

- FY21 SAFE & Senior SAFE Grant (PDF)

4. Order (ID # 6131)

Parks Department INSA Donation - \$20,000

ATTACHMENTS:

- HCA INSA Riverfont Park Donation (PDF)

5. Order (ID # 6124)

Order Authorizing Expenditure of FY22 Chapter 90 Funds (\$3,689,231)

FINANCIAL IMPACT:

The Commonwealth of Massachusetts has authorized Chapter 90 funds totaling \$3,689,231 for Springfield in FY22.

ATTACHMENTS:

- FY22 Chapter 90 Grant (PDF)

6. Order (ID # 6130)

February Revenue Vs. Expenditure Report

ATTACHMENTS:

- February Revenue Vs. Expenditure Report (PDF)

7. Order (ID # 6135)

Order Approving Memorandum of Understanding Agreement with the Springfield Business Improvement District

Please see attached

ATTACHMENTS:

- doc07883520210319095952 (PDF)

8. Order (ID # 6136)

Order Approving Amendments to the Towing Management Agreement and Lease Agreement with the Springfield Parking Authority

Please see attached

ATTACHMENTS:

- Order Approving SPA Towing Amendments (DOC)



City Council

SCHEDULED

4.1

Meeting: 04/05/21 05:30 PM
Initiator: Hamediah Mohamed
Sponsors: Mayor Domenic J. Sarno
DOC ID: 6107

Council on Aging Grant - No Match Required - \$286,608.00 (Mayor Sarno)

WHEREAS, the Elder Affairs Department ("Department") has been awarded a Council on Aging Grant of \$286,608.00 From the Executive Office of Elder Affairs from the period of July 1, 2020 to June 30, 2021; and

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

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

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

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

Council on Aging Grant - No Match Required - \$286,608.00



REQUEST FOR GRANT SETUP

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

All fields are mandatory.

Date of Request

3/02/2021

Department Requesting Grant Setup

DEA

Department Phone # (Please include extension)

886-5223-5223

Name and Title of Person to Contact in Case of Questions

Carol Gasque

Was this Grant previously setup for a prior fiscal year? YES
If yes, please indicate your previous project number: 82420

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

Grant Type:

State – Highway

Federal Pass-Through DOE– School

Federal Direct– School

Federal – City

State DOE– School

State Other – School

State – City

Private/Other

Grant Name: **COA Formula Grant**

Total Grant Amount Awarded: **\$286,608**

Org Code: 28245404

Payroll -501000	\$225,052.00
All Fringe- employees	30,000.00
Education/Trning/etc-531020	3,500.00
Other Supplies – 551700	3,000.00
Office Supplies - 542010	4,500.00
Postage-534100	2,500.00
Repairs/Mtnce-524020	2,300.00
Rental Equip -527030	4,500.00
Travel-571100	966.77
Indirect -578700	10,289.23
	<u>\$286,608.00</u>

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



Signature



Date

Please attach the following documents:

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

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

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: Executive Office of Elder Affairs.

Street Address : 1 Ashburton PL

City, State, Zip Code: Boston, MA 02108

Telephone: 1-617-222-7419

Fax

E-Mail stacey.oconnell@mass.gov

Actual Award Date 7/1/2020

Board Approval Date

Start Date 7/1/2020

Expiration Date 6/30/2021

Renewal Action Date (optional)

If there are any Matching Funds: NO

Type

Percent

Amount

Is there any Leverage?

Source

Amount

Comments re: Description/Purpose of Grant

Comments re: Conditions/Restrictions of Grant
Per attachment to contract-Scope of Services

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):

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

4.1.a



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the **Standard Contract Form Instructions and Contractor Certifications**, the **Commonwealth Terms and Conditions for Human and Social Services** or the **Commonwealth IT Terms and Conditions** which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms <https://www.mass.gov/lists/osd-forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME: CITY OF SPRINGFIELD (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: EXECUTIVE OFFICE OF ELDER AFFAIRS MMARS Department Code:	
Legal Address: (W-9, W-4): 36 COURT ST SPRINGFIELD, MA 01103-1699		Business Mailing Address: 1 ASHBURTON PL BOSTON, MA 02108	
Contract Manager: SANDRA FEDERICO	Phone: 413-787-6785	Billing Address (if different):	
E-Mail: Sfederico@springfieldcityhall.com	Fax:	Contract Manager: STACEY ANNE OCONNELL	Phone: 617-222-7419
Contractor Vendor Code: VC6000192140		E-Mail: STACEY.OCONNELL@MASS.GOV	Fax: 617-727-9368
Vendor Code Address ID (e.g. "AD001"): AD_001. (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): FY21COASPRINGFIELD00	
		RFR/Procurement or Other ID Number: BD-21-1040-1040C-1040L-57550	
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 all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) ☐ Emergency Contract (Attach justification for emergency, scope, budget) ☐ Contract Employee (Attach Employment Status Form, scope, budget) ☒ Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception 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 Date, 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) ☐ Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): ☐ Commonwealth Terms and Conditions ☒ Commonwealth Terms and Conditions For Human and Social Services ☐ Commonwealth IT Terms and Conditions			
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>286,608.00</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 (M.G.L. c. 29, § 23A); ☐ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: This contract is to distribute a formula grant award to the Councils on Aging of the municipalities of the Commonwealth, as appropriated in the Chapter 227 of the Acts of 2020. The award amount is determined by a census-based allocation of available grant funding. The performance period for this award is 7/1/20-6/30/21. The municipality certifies that the funds will be used for COA activities, and will complete a final fiscal report accounting for how these grant funds were applied. All approved obligations incurred prior to the effective date of this agreement (for which payment obligations have been triggered) and are intended to be part of this agreement, are to be funded from the total amount awarded under this agreement. This contract, once executed by both parties, will be treated as the sole invoice for the maximum obligation of this contract. COAs are responsible for returning this executed contract by no later than June 30, 2021.			
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 <u>JULY 1, 2020</u> , 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, 2021</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 certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further 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, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>[Signature]</u> Date: <u>7/20/21</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Domenic J. Samo</u> Print Title: <u>MAYOR</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>[Signature]</u> Date: <u>7-11-21</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Bradley Connelly</u> Print Title: <u>Director of Accounting and Contracting</u>	

(Updated 6/30/20) Page 1 of 1

Attachment: Elders COA Grant Setup (6107 : Council on Aging Grant - No Match Required - \$286,608.00)



City Council

ADOPTED

Meeting: 04/05/21 05:30 PM
Initiator: Hamediah Mohamed
Sponsors: Mayor Domenic J. Sarno
DOC ID: 6108

4.2

Thomas J. O'Connor Donations - \$6,111.00 (Mayor Sarno)

WHEREAS, the Thomas J. O'Connor Animal Control and Adoption Center has been awarded donations totaling \$6,111.00 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 donations, 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 donations without further appropriation:

Thomas J. O'Connor Donations - \$6,111.00



TJO Donations/City Account

5/9/2020 thru 2/28/2021

TYPE OF DONATION			DONATION AMOUNT	NUMBER OF DONORS	
DONATE CC-843			TOTAL: \$1,406.00	16	
6/10/20	R20-032462	60.00	NANCY SACCHETTI	69 TANNER ST	PITTSFIELD MA 01201
7/12/20	R20-032700	100.00	CHARLOTTE LOGAN	171 CHILSON RD	WILBRAHAM MA 01095
8/15/20	R20-032885	50.00	SUSAN CIRILLO	148 GLENDALE ST	CHICOPEE MA 01020
8/25/20	R20-032934	50.00	KAREN GILBOY	373 EAST STATE ST	GRANBY MA 01033
9/18/20	R20-033069	50.00	ELLEN BOLLIER	511 OLD FARM RD	AMHERST MA 01002
9/22/20	R20-033104	10.00	PATRICIA PALMER	120 WILSON ST	LUDLOW MA 01056
10/1/20	R20-033156	130.00	MARY ANN DUNN	48 HITCHCOCK ST	HOLYOKE MA 01040
11/14/20	R20-033408	50.00	AL DE MAIO	4 SEQUOIA DR	HOLYOKE MA 01040
11/27/20	R20-033469	5.00	STACY PUZA	173 SOUTH ST	CHESTERFIELD MA 01010
11/28/20	R20-033474	56.00	REBECCA STRATOS	47 BEAUREGARD ST	SPRINGFIELD MA 01151
12/3/20	R20-033495	500.00	WAYNE MASCARO	59 RINGGOLD ST	SPRINGFIELD MA 01107
1/20/21	R21-033651	55.00	MALAH FISH	38 VERNON ST	HOLYOKE MA 01040
1/27/21	R21-033678	20.00	HELEN SKERRITT	24 BRIERE DR	CHICOPEE MA 01020
1/30/21	R21-033695	60.00	MARK PORZUCZEK	607 SOUTH ST	HOLBROOK MA 02344
2/19/21	R21-033806	100.00	JULIA CLASS	94 QUAKER SOUTH LN	WEST HARTFORD CT 06107
2/27/21	R21-033836	110.00	BRENDA PICHE	12 HOWARD ST	WARE MA 01082
DONATE CK-842			TOTAL: \$3,095.00	14	
5/20/20	R20-032359	50.00	DONNA THEODORE	276 BRECKENRIDGE ST	PALMER MA 01069
7/13/20	R20-032709	200.00	RACHEL DECARO	15 EDDY ST	SPRINGFIELD MA 01104
7/23/20	R20-032779	100.00	CAROL EATON	6 NUTMEG CIR	CHICOPEE MA 01020
8/15/20	R20-032882	800.00	FRANKIE PERDRIZET	253 LINDEN ST	HOLYOKE MA 01040
8/19/20	R20-032909	10.00	BETH CAURANT	82 LAUREL PARK	NORTHAMPTON MA 01060
8/22/20	R20-032924	100.00	SCOTT & SUE BURKE	4 ELY RD	WILBRAHAM MA 01095
8/27/20	R20-032951	500.00	ANTHONY MALONI	757 MAIN ST	WILBRAHAM MA 01095
9/20/20	R20-033089	10.00	LINDSAY BOYLE	50 FRANKLIN ST	WORCESTER MA 01608
9/20/20	R20-033091	100.00	LINDSAY BOYLE	50 FRANKLIN ST	WORCESTER MA 01608
9/29/20	R20-033140	500.00	ROBERT OSTROWSKI	58 REED ST	CHICOPEE MA 01020
10/17/20	R20-033244	50.00	SUSAN TEIXEIRA	153 CLEARWATER CIR	LUDLOW MA 01056
10/19/20	R20-033250	400.00	WENDY HOCOG	6 VIVIAN ST	CHICOPEE MA 01013
11/7/20	R20-033364	100.00	MARIE SIAS	43 N PEPPERELL RD	HOLLIS NH 03049
11/24/20	R20-033461	25.00	JANE ROBITAILLE	93 AUDLEY RD	SPRINGFIELD MA 01118
1/30/21	R21-033700	150.00	CANDY / JAMES LASH	27 BESSEMER ST	SPRINGFIELD MA 01104
DONATECSH-842			TOTAL: \$1,610.00	49	
6/3/20	R20-032416	15.00	KATHRYN CORBETT	294 MAIN	MONSON MA 01057
6/12/20	R20-032483	50.00	BRENDA PROVOST	123 SOUTH ST	AGAWAM MA 01001
6/22/20	R20-032550	10.00	VICTORIA COSME	2 PRAY DR	GREENFIELD MA 01301
6/29/20	R20-032586	80.00	ROBIN HILL	37 BOULEY CIR	CHICOPEE MA 01020
6/30/20	R20-032598	5.00	MOHAMMED ABDELAAL	12 HAYNES RD	PLAINVILLE MA 02762
7/11/20	R20-032691	20.00	ROBIN HILL	37 BOULEY CIR	CHICOPEE MA 01020
7/13/20	R20-032704	60.00	BARBARA WANCZYK	68 HIGH ST	SOUTH HADLEY MA 01075
7/14/20	R20-032711	10.00	KAREN MASTROIANNI	68 HIGHLAND AVE	WESTFIELD MA 01085
7/16/20	R20-032736	40.00	IRIS NIEVES	128 LYMAN ST	HOLYOKE MA 01040
7/18/20	R20-032747	10.00	PATRICIA BRISTOL	185 DWIGHT RD	SPRINGFIELD MA 01108
7/23/20	R20-032780	50.00	SARAH BONINI	4 HILLSIDE RD	SOUTHWICK MA 01077
7/30/20	R20-032813	50.00	PATRICIA HUTCHINS	16 JOY ST #6	LUDLOW MA 01056
8/6/20	R20-032834	10.00	LILLIAN DOHERTY	65 FARMSTEAD LN	GLASTONBURY MA 06033

Attachment: TJO donations (6108 : Thomas J. O'Connor Donations - \$6,111.00)



TJO Donations/City Account

5/9/2020 thru 2/28/2021

TYPE OF DONATION			DONATION AMOUNT	NUMBER OF DONORS	
8/7/20	R20-032844	100.00	NANCY LAINO	42 VICTORIA ST	SPRINGFIELD MA 01104
8/15/20	R20-032887	21.00	UNKNOWN UNKNOWN	UNKNOWN	
8/17/20	R20-032893	15.00	JOANN ENGELSON	20 EASTHAMPTON RD	HOLYOKE MA 01040
9/5/20	R20-033002	10.00	MICHELLE CABRERA	2068 PAGE BLVD	SPRINGFIELD MA 01151
9/18/20	R20-033072	15.00	NADIA MOROZOV	24 NASH ST	CHICOPEE MA 01013
9/26/20	R20-033126	30.00	EMILIA LONGEY	66 SQUASSICK RD	WEST SPRINGFIELD MA
9/29/20	R20-033141	30.00	CHRISTINE BALISE	11 TEMPLE ST	HOLYOKE MA 01040
10/2/20	R20-033159	10.00	NICOLE WILKINSON	34 ROGERS AVE	INDIAN ORCHARD MA 01
10/10/20	R20-033206	10.00	BRYAN RICKETSON	56 TURNPIKE ST	NORTH ANDOVER MA 01
10/15/20	R20-033232	255.00	PIEDAD MERCADO	198 BEECH ST	HOLYOKE MA 01040
10/16/20	R20-033234	10.00	DEBRA AVERY	210 NORTH WEST ST	FEEDING HILLS MA 0103
10/16/20	R20-033236	10.00	JASON ZACCARO	104 JOHNSON RD	CHICOPEE MA 01022
10/22/20	R20-033270	10.00	DIANE GREANEY	90 ORANGE ST	WESTFIELD MA 01085
10/22/20	R20-033273	10.00	VERONICA FISKE	542 EAST MOUNTAIN RD	WESTFIELD MA 01085
10/22/20	R20-033275	10.00	MEGHAN ROYAL	17 FLORENCE ST	EASTHAMPTON MA 0102
10/27/20	R20-033304	10.00	DIANA ALVAREZ	244 OAK ST #4	HOLYOKE MA 01040
10/30/20	R20-033320	10.00	BETSY FEICK	32 HICKORY DR	FLORENCE MA 01062
11/3/20	R20-033338	10.00	MARK LACONTE	41 WEST SUMMIT ST #3	SOUTH HADLEY MA 0107
11/5/20	R20-033349	10.00	TALIA LANDRY	36 YAMASKA DR	SPRINGFIELD MA 01118
11/7/20	R20-033360	9.00	REBECCA NOLAN	42 EAST MAIN ST	ORANGE MA 01364
11/16/20	R20-033420	30.00	SCARLETTE PIKUL	21 KING AVE	MONSON MA 01057
11/23/20	R20-033460	35.00	CANAN GERIGIDEN	131 MAIN ST	RAVENA NY 12143
12/3/20	R20-033488	10.00	SUSAN JOHNSON	18 MATTOON ST	SPRINGFIELD MA 01105
12/12/20	R20-033523	150.00	SARAH LAMOTTE	15 ADAMS ST	EASTHAMPTON MA 0102
12/13/20	R20-033525	10.00	BILLIE ROSENBERG	120 BRAY RD	SHELburne FALLS MA 0
12/13/20	R20-033528	10.00	SYLKE AVALO	2 NORMANDY RD	SOUTH HADLEY MA 0107
12/15/20	R20-033534	50.00	RENEE BIRD	207 CAREW ST	CHICOPEE MA 01020
12/18/20	R20-033541	10.00	ALLIE EGAN-SHERRY	10 LAWLER DR	EASTHAMPTON MA 0102
12/20/20	R20-033546	10.00	RACHEL FIORE	224 MARMON ST	SPRINGFIELD MA 01129
12/28/20	R20-033567	110.00	MARY FIORAVANTI	259 FEDERAL ST	BELCHERTOWN MA 010C
1/13/21	R21-033638	50.00	HEATHER OBRISKIE	25 HAZEN ST	SPRINGFIELD MA 01119
1/28/21	R21-033680	5.00	FELICIA CARDRANT	12 COOLIDGE RD	CHICOPEE MA 01013
1/31/21	R21-033704	10.00	PATRICIA SURNIAC	43 ACREBROOK RD	SPRINGFIELD MA 01129
2/13/21	R21-033780	20.00	KEVIN COTY	3436 3436 JABBOUR WAY	SACRAMENTO CA 95834
2/16/21	R21-033789	60.00	MISTY PHILLIPS	22 LANCASTER ST	SPRINGFIELD MA 01108
2/20/21	R21-033811	10.00	JENNIFER STEVENS	200 ALLEN ST	SPRINGFIELD MA 01118
2/27/21	R21-033833	25.00	LINDA PEREIRA	5 HOPWOOD ST	CHICOPEE MA 01013

GRAND TOTAL: \$ 6,111.00

Total Donors 79

Attachment: TJO donations (6108 : Thomas J. O'Connor Donations - \$6,111.00)



City Council

ADOPTED

4.3

Meeting: 04/05/21 05:30 PM
Initiator: Christopher Fraser
Sponsors: Mayor Domenic J. Sarno
DOC ID: 6125

FY21 S.A.F.E and Senior SAFE Grant - No Match Required - \$14,599 (Mayor Sarno)

WHEREAS, the Springfield Fire Department ("Department") has been awarded a grant from the Massachusetts Department of Fire Services in the amount of \$14,599; 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, including 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 grants, 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 (S.A.F.E) - \$11,380

Senior SAFE Grant - \$3,219



REQUEST FOR GRANT SETUP

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

All fields are mandatory.

Date of Request 3/16/2021

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? YES

If yes, please indicate your previous project number: 80520

If this is a new Grant, have you filled out the “Approval to apply for a grant” Form? YES

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: FY 2021 Student Awareness of Fire Education (S.A.F.E.) and Senior S.A.F.E.

Total Grant Amount Awarded: \$14,599.00

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 :	P.O. Box 1025- 1 State Road
City, State, Zip Code:	Stow, MA 01775-1025
Telephone:	978-567-3381
Fax:	978-567-3199
E-Mail:	cynthia.ouellette@state.ma.us

Actual Award Date: 2/12/2021

Board Approval Date:

Start Date: 2/12/2021

Expiration Date: 12/31/2021

Until funds are expended

Renewal Action Date (optional):

Are there are any Matching Funds? NO

Type:

Percent:

Amount:

Is there any Leverage? HUD FUNDING ONLY

Source :

Amount:

Comments re: Description/Purpose of Grant

Comments re: Conditions/Restrictions of Grant

If this is a Federal Grant, enter CFDA#:

Attachment: FY21 SAFE & Senior SAFE Grant (6125 : FY21 S.A.F.E. & Senior SAFE Grant - \$14,599)

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)

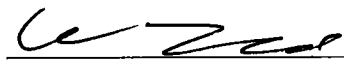
Please list all object codes needed for the grant.
(Attach additional sheets if additional orgs and roll-ups are needed):

Org Code: 28052232

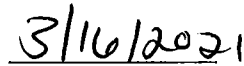
Object Codes: 506000	\$5,000.00
531020	\$1,000.00
551700	\$8,599.00

Budget Roll-Up Codes:

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



Signature



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.



CHARLES D. BAKER
GOVERNOR

KARYN E. POLITO
LT. GOVERNOR

THOMAS A. TURCO, III
SECRETARY

The Commonwealth of Massachusetts
Executive Office of Public Safety and Security
Department of Fire Services

P.O. Box 1025 ~ State Road

Stow, Massachusetts 01775

(978) 567~3100 Fax: (978) 567~3121

www.mass.gov/dfs



PETER J. OSTROSKY
STATE FIRE MARSHAL

February 12, 2021

Commissioner Bernard Calvi
Springfield Fire Department
605 Worthington Street
Springfield, MA 01105

Dear Chief Calvi:

I am pleased to inform you that your FY 2021 Student Awareness of Fire Education (S.A.F.E.) and Senior SAFE grant applications have been approved for funding. The Springfield Fire Department has been awarded \$11,380.00 for your S.A.F.E. grant and \$3,219.00 for Senior SAFE.

Be sure to alert your treasurer and to check with them to ensure receipt of the funds. We expect the funds to be electronically distributed within the next couple of weeks.

All grantees are required to submit the FY 2020 year-end report to DFS by January 31, 2021. If there are any unexpended funds, the grantee may apply for a one-time 6-month extension, which will be part of the year-end report form. At the close of the single 6-month extension, all unexpended funds must be returned to the Commonwealth. At this time, any prior year remaining funds must be returned to the Commonwealth.

Twenty-six years ago, the Administration advocated for the creation of the S.A.F.E. Program. Since that time, average annual child fire deaths have been reduced by 78%. Seven years ago, the S.A.F.E. program was expanded to offer funds to local communities in support of senior fire prevention training. Seniors are the most vulnerable of populations at risk of fire related deaths. Senior SAFE is aimed at educating seniors on fire prevention, general home safety and how to be better prepared in the event of a fire. It is our hope that with this opportunity we can recreate the success with our older population that we have had with children.

I thank you for your commitment to the S.A.F.E. program and for your continuing efforts to promote fire prevention for all citizens. If you have any questions, please feel free to contact the Public Education Unit at (978) 567-3382 or the S.A.F.E. staff at (978) 567-3388.

Sincerely,

Peter J. Ostroskey
State Fire Marshal

Administrative Services • Division of Fire Safety
Hazardous Materials Response • Massachusetts Firefighting Academy

Attachment: FY21 SAFE & Senior SAFE Grant (6125 : FY21 S.A.F.E. & Senior SAFE Grant - \$14,599)



City Council

ADOPTED

Meeting: 04/05/21 05:30 PM
Initiator: Erin Hand
Sponsors: Mayor Domenic J. Sarno
DOC ID: 6131

4.4

Parks Department INSA Donation - \$20,000 (Mayor Sarno)

WHEREAS, the Parks Department has been awarded a donation of \$20,000 from I.N.S.A., Inc. d/b/a Insa; and

WHEREAS, the funds provided by the donor shall be used for ongoing maintenance and improvements to Riverfront Park, and are being paid as part of the company's Host Community Agreement with the City of Springfield (attached herein); 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 the Attachment; 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 donations, 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:

Parks Department INSA Donation - \$20,000

City Contract No. 20200209

**HOST COMMUNITY AGREEMENT
BETWEEN
THE CITY OF SPRINGFIELD
AND
I.N.S.A., Inc. d/b/a Insa**

This **HOST COMMUNITY AGREEMENT** made on this 19th day of September, 2019 by and between the City of Springfield, a municipal corporation existing within the Commonwealth of Massachusetts, acting by and through its Mayor pursuant to G.L.c. 94G, §3, hereinafter referred to as the "City", and I.N.S.A., Inc. d/b/a Insa, a Massachusetts corporation with a principal place of business located at 122 Pleasant Street, Easthampton, MA 01027, hereinafter referred to as "Company".

WHEREAS, the City has conducted Request for Qualifications/Proposals ("RFQ/P") 19-116 for the selection of Marijuana Establishments wishing to operate in Springfield;

WHEREAS, Company was selected during the RFQ/P process and seeks approval to operate as an Adult Use Marijuana Retailer as defined by Massachusetts General Laws and Cannabis Control Commission regulations; and

WHEREAS, the City and Company enter into this Host Community Agreement to memorialize the terms of Company's support of community initiatives and commitment to mitigate actual or potential adverse community impacts due to operation of a marijuana establishment in Springfield; and

WHEREAS, the Host Community Agreement shall constitute the stipulations of responsibilities between the City and Company pursuant to G.L. c. 94G, §3, as amended by c. 55 of the Acts of 2017 for the Company's operation of an Adult Use Marijuana Retailer in the City.

NOW, THEREFORE, for the consideration set forth herein, the Parties hereto mutually agree as follows:

A. Community Impact.

1. As a result of the Company's operation of an Adult Use Marijuana Retailer located at 1200 West Columbus Avenue in Springfield, MA, 01103, the City anticipates that additional expenses will be incurred by the City based on impacts in several areas including, but not limited to, law enforcement services, inspectional services, permitting services, administrative services, public health services and impacts on public roadways maintained by the City. In order to mitigate the direct and indirect financial impacts imposed on the City, Company agrees to annually pay a host community impact fee to the City as detailed herein.
2. Host Community Impact Fee. Based on Company's operation of an Adult Use Marijuana Retailer within the City at 1200 West Columbus Ave., Company shall make annual payments to the City for the direct and indirect financial impacts to the City.
 - a. The annual payment shall be equal to three (3%) percent of the gross revenue from the retail sale of marijuana and marijuana products pursuant to G.L. c. 94G, §3.

b. Company shall make the annual payment quarterly on the 1st of January, April, July and October of the calendar year beginning the first full quarter after opening/beginning sales.

c. Company shall submit with its annual payment, a certified auditor's statement attesting to the point of sale calculation of the annual Host Community Impact Fee owed under Section A(2) hereof. City shall accept said certified auditor's attestation as compliance with annual Host Community Impact Fee described above.

B. Real Estate Taxes: At all times during the term of this Agreement, real estate taxes for the property at which Company is operating will be paid either directly by Company or by its landlord.

C. Term.

1. **Initial Term:** Upon execution by all Parties, this Agreement shall commence as of the date of execution and shall continue in effect for five (5) years following that date, unless earlier terminated or extended in accordance with this Agreement.
2. **Renewal Term:** At the end of the Initial Term of this Agreement, the parties shall renegotiate a new Host Community Agreement in accordance with the current prevailing laws and regulations.

D. Termination.

1. In the event Company no longer operates within the City, Company shall notify the City within thirty (30) days after it ceases operations. This Agreement shall terminate upon written notification to the City of Company ceasing operations.
2. In the event of termination of this Agreement by Company, the final annual payment as defined in Section A hereof, shall be paid to the City by the Company within thirty (30) days following the date of termination.
3. This Agreement shall be null and void in the event Company does not begin operation in the City unless by written amendment signed by both Parties.

E. Security.

1. Company shall maintain a security plan in accordance with the Cannabis Control Commission regulations. Company shall comply with all security requirements set forth in 935 CMR 500.00 and any subsequent amendments or regulations thereto.
2. Company shall cooperate with the City of Springfield Police Department for, including but not limited to, the scheduling of periodic meetings to review operational concerns, the security plan, and delivery procedures.
3. For the first fourteen (14) days of opening, Company will provide a police detail for the purposes of traffic and crowd management at the entrance and exit of the location during peak hours of operation as determined by the Company. Company and City will schedule

to meet in order to review traffic impacts and crowd management after the first fourteen (14) days to determine if police details are still required during peak hours of operation.

4. Company will report the discovery of the following occurrences to the City of Springfield Police and Fire Department within twenty-four (24) hours of awareness of the event:
 - a. Amendments to Company's security plan;
 - b. Diversion of marijuana or marijuana products at Company's operating site;
 - c. Loss and any criminal action;
 - d. Diversions, accidents, or other losses occurring during transport;
 - e. Failure of any security alarm system; or
 - f. An alarm activation that requires the response of public safety personnel.

F. Additional Contribution. Company will pay a total of \$20,000 per year to the Springfield Public School's ECOS Program, and \$20,000 per year for ongoing maintenance and improvements to Riverfront Park, during the Initial Term of this Host Community Agreement. This payment will not be considered part of the annual payment as described in Section A above.

G. Community Support.

1. **Local Hiring.** Company agrees that, to the extent permissible by law, the Company will make every effort in a legal and non-discriminatory manner to hire City residents for at least 50% of the staff at the Company's Adult Use Marijuana Retail Establishment in Springfield.
2. **Equity Hiring.** Company agrees that, to the extent permissible by law, the Company will make every effort in a legal and non-discriminatory manner to hire staff that meet any of the following criteria:
 - a. Individuals with a drug-related CORI, but that are otherwise legally employable in a cannabis-related enterprise;
 - b. Individuals from Black, African American, Hispanic or Latino descent;
 - c. Individuals that are residents of Areas Of Disproportionate Impact, as defined by the Cannabis Control Commission;
 - d. Individuals that are Cannabis Control Commission-designated Social Equity Program participants; and/or
 - e. Individuals that are United States military veterans.
3. **Local Vendors.** Company agrees that, to the extent permissible by law, the Company will make every effort in a legal and non-discriminatory manner to contract with local businesses, suppliers, contractors and vendors in the provision of goods and services related to the overall operation of the Company.

H. Support by the City.

1. Upon execution of this Agreement, the City agrees to execute the Host Community Agreement Certification Form, attached to this Agreement as Exhibit A, to establish that the City and Company have negotiated and executed a Host Community Agreement as required by the Massachusetts Cannabis Control Commission.

2. Upon proper demonstration of compliance, the City agrees to submit to the Cannabis Control Commission a certification stating Company has complied with all applicable laws and ordinances related to the Company's application for a marijuana establishment license.
 3. The City makes no representation or promise that it will act in any particular way on any additional local requirements including, but not limited to, a Special Permit Application, a Health and Human Services Permit or a Building Permit. The City will review these local requirements based on the normal and regular course of conduct and in compliance with governing rules and regulations of the City, its Boards and Commissions.
- I. **Annual Meeting of the Parties.** The City of Springfield shall send a notice no later than December 1st of each year of the proposed date and time of a required annual meeting of the Parties to the designated representative of the Company.

Company: Peter Gallagher
I.N.S.A., Inc.
122 Pleasant Street, Suite 144
Easthampton, MA 01027

With a copy to: Melinda Phelps
Bulkley Richardson & Gelinas
1500 Main St., Ste. 2700
Springfield, MA 01115

City: Mayor's Office
City of Springfield
36 Court Street, Rm. 214
Springfield, MA 01103

With a Copy to: City of Springfield
Law Department
City Solicitor
36 Court Street, Rm. 210
Springfield, MA 01103

The Parties shall promptly notify each other of any change of their respective addresses or representatives set forth above. After proper notification, such new address shall become the notice address or such new representative shall become the notice representative hereunder. Notice and other communications shall be deemed given when deposited in the United States mail and sent registered or certified, postage prepaid, to the last known address of the party concerned.

J. **Notification of Assignment.**

1. Company shall be prohibited at all times from assigning, in whole or in part, any portion of this Agreement without the prior written consent of the City.
2. **Ownership & Control.**

- a. Prior to a change of ownership, where an owner acquires or increases ownership to ten percent (10%) or more of equity, Company shall notify City.
- b. Prior to a change in control of the Company, where an individual, corporation, or entity shall be in a position to control the decision-making of the Company, Company shall notify the City at least 60 days in advance. A position to control the decision-making of the Company entails the following:
 - 1. Actual control of more than 50% of the voting equity;
 - 2. Power to appoint directors;
 - 3. Contractual rights to control; and/or
 - 4. The right to veto significant events.
- 3. In the event of an assignment of ownership and/or control as described above, Company shall ensure the controlling Parent Company executes a Guaranty and Keep Well Agreement with the City. Such Guaranty and Keep Well Agreement is attached hereto as Exhibit B.
- K. **Entire Agreement**. This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter of this Agreement. This Agreement may not be changed verbally, and may only be amended by an agreement in writing signed by both Parties.
- L. **No Rights in Third Parties**. This Agreement is not intended to, nor shall it be construed to, create any rights in any third parties.
- M. **Severability**. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, that provision will be enforced to the maximum extent permissible and the remaining provisions of this Agreement shall remain in full force and effect, unless to do so would result in either Party not receiving the benefit of its bargain.
- N. **Governing Law and Exclusive Venue**. The Parties agree that this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, and that a court of competent jurisdiction in Springfield, Hampden County shall be the exclusive venue for any legal proceedings that may arise from this Agreement.
- O. **Successors**. This Agreement shall be binding upon and shall inure to the benefit of the Parties, their respective heirs, executors, administrators and assigns.

SIGNATURE PAGE FOLLOWS



City Council

SCHEDULED

Meeting: 04/05/21 05:30 PM
Initiator: Christopher Fraser
Sponsors: Mayor Domenic J. Sarno
DOC ID: 6124

4.5

Order Authorizing Expenditure of FY22 Chapter 90 Funds (\$3,689,231) (Mayor Sarno)

WHEREAS, the Commonwealth of Massachusetts has appropriated an amount of Chapter 90 local transportation aid funding for Fiscal Year 2022 in the amount of \$3,689,231, incorporated into the City of Springfield's 10-year Chapter 90 Contract (City Contract #20170622), and

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

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

WHEREAS, after reviewing this order, the Chief Administrative and Financial Officer certifies to the Mayor and City Council that in his professional opinion, after an evaluation of all pertinent financial information reasonably available, the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in the expenditure of these grant funds, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2 (f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008;

NOW THEREFORE BE IT ORDERED, acting pursuant to Mass. Gen. Laws ch. 44, sec. 53A, that the City Council approves the expenditure by the Department of Public Works of the Chapter 90 grant funds for the purposes listed below, subject to the approval of the Mayor, and the grant funds received shall be deposited with the City Treasurer and held as a separate account and may be expended for these purposes without further appropriation:

FY22 Chapter 90 Funds -

1. Arterial and Residential Reconstruction:	\$2,700,000
2. Design:	\$ 539,231
3. Roadway Maintenance:	\$ 150,000
4. Traffic Signal Improvements:	\$ 100,000
5. In-house Staff Salaries:	<u>\$ 200,000</u>
Total:	\$3,689,231

FINANCIAL IMPACT:

The Commonwealth of Massachusetts has authorized Chapter 90 funds totaling \$3,689,231 for Springfield in FY22.



REQUEST FOR GRANT SETUP

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

All fields are mandatory.

Date of Request	3/25/2021
Department Requesting Grant Setup	Public Works
Department Phone # (Please include extension)	750-2728
Name and Title of Person to Contact in Case of Questions Contract Administrator	Peg Merrill

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) Y Refer to City Contract # 20170622. 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: 2022 Chapter 90

Total Grant Amount Awarded: \$3,689,231.00

Is this a Reimbursable Grant? (Y/N) Y

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

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

Entity Name	Mass. Highway Dept. District 2
Contact Person	Peter J. Cavicchi, P.E.
Street Address	811 North King Street
City, State, Zip Code	Northampton, MA.01060
Telephone	(413) 582-0599
Fax	(413) 582-0596
E-Mail	Pcavicchi@state.ma.us

Actual Award Date	02/22/2021
Board Approval Date	04/05/21
Start Date	07/01/2021
Expiration Date	6/30/2027
Renewal Action Date (optional)	N/A

If there are any Matching Funds: No

Type
Percent
Amount

Is there any Leverage? HUD FUNDING ONLY

Source
Amount

Comments re: Description/Purpose of Grant

MHD Chapter 90 local transportation aid to maintain and upgrade the City's roadway system.

Comments re: Conditions/Restrictions of Grant

N/A

If this is a Federal Grant, enter CFDA#: N/A

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:

Object Codes: 501000,506000,530600,531730,543200,576400,580600,580800

Budget Roll-Up Codes:

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


Signature

3-25-21
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.



Charles D. Baker, Governor
Karyn E. Polito, Lieutenant Governor
Jamey Tesler, Acting Secretary & CEO

massDOT
Massachusetts Department of Transportation

February 22, 2021

Mayor Domenic J. Sarno

36 Court Street

Springfield, MA 01033

*12/9/20
2/22/21
please to Chris C. of TYP
MJS
(FBI)*

Dear Mayor Domenic J. Sarno,

We are pleased to inform you that we anticipate Chapter 90 local transportation aid funding for Fiscal year 2022 will total \$200 million statewide, pending final legislative approval.

This letter certifies that, pending final passage of the bond authorization, your community's Chapter 90 apportionment for Fiscal year 2021 is \$3,689,231.00. This apportionment will be incorporated automatically into your existing 10-year Chapter 90 contract, which will be available on the MassDOT website www.massdot.state.ma.us/chapter90.

The Chapter 90 program is an integral part of maintaining and enhancing your community's infrastructure and is an essential component of our state-local partnership. We look forward to working with you in the coming year to continue the success of this program.

Thank you for all that you do to make the Commonwealth of Massachusetts a great place to live, work and raise a family.

Sincerely,

Charles D. Baker

Charles D. Baker
Governor

Karyn E. Polito

Karyn E. Polito
Lieutenant Governor

C. Jackson

Ten Park Plaza, Suite 4160, Boston, MA 02116
Tel: 857-368-4636, TTY: 857-368-0655
www.mass.gov/massdot

Attachment: FY22 Chapter 90 Grant (6124 : Order Authorizing Expenditure of FY22 Chapter 90 Funds (\$3,689,231))

Street Listing for the FY2022 DPW Chapter 90 Paving Program

ARTERIAL STREETS:	FROM:	TO:	Street Length (L.F)	Street Area (S.Y.)	Total DPW Cost	SWSC Expense	Total Cost	PCI	NEIGHBORHOOD
CHESTNUT STREET	Carew Street	Lyman Street	3,168	20,607	\$627,656	\$21,990	\$649,646	50	MC
FORT PLEASANT AVENUE	Sumner Avenue	Mill Street	2,735	21,280	\$589,164	\$31,255	\$620,419	53	FP
PASCO ROAD	Boston Road	Page Blvd.	1,350	5,400	\$281,576	\$7,290	\$288,866	55	IO
		SUBTOTAL	7,253	47,287	\$1,498,395	\$60,535	\$1,558,930		

	CONTINGENCY	\$38,290	
		\$1,536,685	
	SAFETY CONTROL COST (7.5%)	\$115,251	\$4,540
	TOTAL ARTERIAL COST	\$1,651,936	\$65,075

RESIDENTIAL STREETS:	FROM:	TO:	Street Length (L.F)	Street Area (S.Y.)	Total DPW Cost	SWSC Expense	Total Cost	PCI	NEIGHBORHOOD
COLONIAL AVENUE	State Street	Wilbraham Road	792	2,684	\$60,764	\$4,380	\$65,144	39	UH
GILLETTE AVENUE	S. Branch Pkwy.	Allen Street	4,300	17,226	\$364,038	\$19,040	\$383,078	41	EFP
PHELAND STREET	Plum Street	Grape Street	1,200	3,958	\$79,640	\$6,600	\$86,240	41	PP
HARTWICK STREET	Dwight Road	Franconia Street	3,442	10,603	\$234,086	\$16,430	\$250,516	42	FP
ATWATER ROAD **	Springfield Street	Atwater Terrace	2,587	6,881	\$138,741	\$9,020	\$147,761	43	LH
CLEARBROOK DRIVE **	S. Branch Pkwy.	Allen Street	1,750	5,444	\$85,995	\$5,530	\$91,525	45	SA
		SUBTOTAL	14,071	46,796	\$963,264	\$61,000	\$1,024,264		

	SAFETY CONTROL COST (7.5%)	\$72,245	\$4,575
	TOTAL RESIDENTIAL COST	\$1,035,508	\$65,575

TOTAL COST	\$2,687,445
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City Council

SCHEDULED

4.6

Meeting: 04/05/21 05:30 PM

Initiator: Pat Burns

Sponsors: Mayor Domenic J. Sarno

DOC ID: 6130

February Revenue Vs. Expenditure Report (Mayor Sarno)

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

For the period ended
02/28/21

Revenues and Other Sources:	Revised Budget	Actual	Variance Over/(Under)	%
Real Estate & Personal Property Taxes	225,022,820	167,605,366	(57,417,455)	74%
Real Estate & Personal Property Taxes - Tax Liens	-	822,568	822,568	0%
Motor Vehicle Excise	10,656,424	5,336,003	(5,320,420)	50%
Penalties, interest and other taxes	18,362,475	4,671,670	(13,690,805)	25%
Charges for Services	11,539,651	7,084,556	(4,455,095)	61%
Intergovernmental	429,749,916	286,648,656	(143,101,260)	67%
Licenses and Permits	4,681,204	2,555,002	(2,126,202)	55%
Fines and Forfeits	492,233	259,374	(232,859)	53%
Interest earned on Investments	1,895,491	1,736,960	(158,531)	92%
Miscellaneous	5,377,000	4,296,102	(1,080,898)	80%
FY 2020 Net School Spending Shortfall (a.)	14,792,138	14,792,138	-	100%
Stabilization Reserves	6,809,000	6,809,000	-	100%
Other Financing Sources - Free Cash	4,287,161	4,519,786	232,625	105%
Total Revenues and Other Sources	733,665,513	507,137,181	(226,528,332)	69%
Expenditures and Other Uses:				
General government	30,228,315	23,375,993	6,852,322	77%
Public safety				
Police	50,327,774	34,093,612	16,234,162	68%
Fire	24,263,616	16,449,684	7,813,932	68%
Centralized Dispatch	1,917,404	1,183,520	733,884	62%
Other	4,299,926	2,897,305	1,402,621	67%
Health and Welfare	4,045,716	2,243,116	1,802,600	55%
Public works	11,213,846	9,332,229	1,881,617	83%
Education	476,863,847	278,474,692	198,389,154	58%
Culture and recreation	14,048,913	9,617,559	4,431,354	68%
Pension and fringe	77,400,208	55,292,610	22,107,598	71%
State and district assessments	3,801,277	2,520,384	1,280,893	66%
Debt Service	26,354,228	19,648,578	6,705,650	75%
Pay as you go Capital	3,210,267	1,469,006	1,741,261	46%
Other Financing Use - Trash Enterprise Supplement	5,690,177	5,690,177	-	100%
Total Expenditures and Other Uses	733,665,513	462,288,467	271,377,047	63%
Excess (deficiency) of revenues and other sources over expenditures and other uses	-	44,848,715	44,848,715	

(a.) The FY 2020 Net School Spending Requirement shortfall must be appropriated in the School Budget pursuant to Chapter 70. Section 11 of the Education Reform Act of 1993.

Attachment: February Revenue Vs. Expenditure Report (6130 : February Revenue Vs. Expenditure Report)

CITY OF SPRINGFIELD, MASSACHUSETTS

Budget and Actual - General Fund

Expenditures and Encumbrances

For the period ended

02/28/21

Expenditures and Other Uses:	Original Budget	Transfers In/(Out)	Revised Budget	Expenditure	Encumbrance	Variance Over/(Under)	%
General government	23,245,162	6,983,153	30,228,315	21,239,184	2,136,809	6,852,322	77%
Public safety							
Police	50,327,774	-	50,327,774	33,312,732	780,880	16,234,162	68%
Fire	24,263,616	-	24,263,616	16,248,536	201,147	7,813,932	68%
Centralized Dispatch	1,917,404	-	1,917,404	1,179,958	3,562	733,884	62%
Other	4,424,926	(125,000)	4,299,926	2,605,134	292,171	1,402,621	67%
Health and Welfare	4,036,399	9,317	4,045,716	2,128,645	114,471	1,802,600	55%
Public works	11,213,846	-	11,213,846	8,431,131	901,098	1,881,617	83%
Education	477,858,733	(94,886)	476,863,847	253,526,601	24,948,091	198,389,154	58%
Culture and recreation	13,857,383	191,530	14,048,913	8,675,465	942,094	4,431,354	68%
Pension and fringe	77,400,208	-	77,400,208	54,934,431	358,180	22,107,598	71%
State and district assessments	3,801,277	-	3,801,277	2,494,941	25,442	1,280,893	66%
Debt Service	26,354,228	-	26,354,228	19,648,578	-	6,705,650	75%
Pay as you go Capital	3,210,267	-	3,210,267	1,039,471	429,536	1,741,261	46%
Other Financing Use - Trash Enterprise Supplement	5,690,177	-	5,690,177	5,690,177	-	-	100%
Total Expenditures and Other Uses	727,601,399	6,064,114	733,665,513	431,154,985	31,133,482	271,377,047	63%

CITY OF SPRINGFIELD, MASSACHUSETTS

Yearly Comparision Revenue Vs. Expenditures
For the period ended
02/28/21 vs 02/29/20

<u>Revenues and Other Sources:</u>	<u>FY 2021 Actual</u>	<u>FY 2020 Actual</u>	<u>Increase/ (Decrease)</u>	<u>Comments</u>
Real Estate & Personal Property Taxes	\$ 167,605,366	\$ 157,157,715	\$ 10,447,650	
Tax Liens	822,568	1,511,407	(688,839)	Delay of Tax Taking
Motor Vehicle Excise	5,336,003	5,743,304	(407,301)	MVE Commitment One due 03/08/2021
Penalties, interest and other taxes	4,671,670	3,430,529	1,241,140	MGM Payment \$2.3M 11/2/20
Charges for Services	7,084,556	7,270,217	(185,661)	
Intergovernmental	286,648,656	282,835,060	3,813,596	
Licenses and Permits	2,555,002	3,470,368	(915,367)	
Fines and Forfeits	259,374	307,451	(48,077)	
Interest earned on Investments	1,736,960	1,772,366	(35,406)	Reduction in Interest Rates
Miscellaneous	4,296,102	4,081,044	215,058	
Net School Spending Shortfall	14,792,138	6,081,535	8,710,603	Increase in School Carryforward
Stabilization Reserves	6,809,000	24,961	6,784,039	Large Legal Settlements
Other Financing Sources	4,519,786	232,125	4,287,661	Use of Free Cash in FY 21 Budget
Total Revenues and Other Sources	507,137,181	473,918,085	33,219,096	

Expenditures and Other Uses:

General government	23,375,993	16,424,878	6,951,115	Large Legal Settlements
Public safety				
Police	34,093,612	34,020,112	73,501	
Fire	16,449,684	16,150,611	299,073	
Centralized Dispatch	1,183,520	1,164,408	19,112	
Other	2,897,305	2,970,263	(72,958)	
Health and Welfare	2,243,116	2,265,439	(22,323)	
Public works	9,332,229	9,138,625	193,604	
Education	278,474,692	296,142,376	(17,667,684)	Pension Payment/School Transportation
Culture and recreation	9,617,559	10,067,517	(449,957)	
Pension and fringe	55,292,610	62,493,396	(7,200,786)	Pension Payment
State and district assessments	2,520,384	2,429,686	90,698	
Debt Service	19,648,578	20,575,035	(926,457)	
Pay as you go Capital	1,469,006	1,061,481	407,526	
Trash Enterprise Supplement	5,690,177	4,837,619	852,558	
Total Expenditures and Other Uses	462,288,467	479,741,445	(17,452,978)	

Totals	\$ 44,848,715	\$ (5,823,360)	\$ 50,672,074	
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City Council

SCHEDULED

4.7

Meeting: 04/05/21 05:30 PM

Initiator: Thomas Moore

Sponsors: Mayor Domenic J. Sarno

DOC ID: 6135

Order Approving Memorandum of Understanding Agreement with the Springfield Business Improvement District (Mayor Sarno)

Please see attached

Please see attached

CITY CONTRACT NO. _____

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE CITY OF SPRINGFIELD

And
SPRINGFIELD BUSINESS IMPROVEMENT DISTRICT

This memorandum of understanding is effective as of January 1, 2021, subject to the approval process set forth herein.

This memorandum of understanding is made by and between **THE CITY OF SPRINGFIELD**, a Massachusetts municipal corporation acting by and through its Chief Development Officer, with the approval of the Mayor, collectively referred to as "City" and **SPRINGFIELD BUSINESS IMPROVEMENT DISTRICT, INC.**, a Business Improvement District established in the City of Springfield pursuant to M.G.L. c. 40 O and hereinafter referred to as "SBID".

This agreement is subject to the approval of the Springfield City Council and the Mayor, pursuant to Mass. Gen. laws ch. 40, section 4A.

WHEREAS Chapter 173 of the Legislative Acts of 1994 was approved by the Governor of Massachusetts, to be effective February 5, 1995, as Chapter 40 O of the Massachusetts General Laws (the "Enabling Act"), to authorize the creation and operation of Business Improvement Districts ("BIDS"), and

WHEREAS SBID was organized as of May 26, 1998, pursuant to M.G.L. c. 40 O, to implement the purposes of the Enabling Act within a specific business improvement district as defined in M.G.L. c. 40 O, section 1, ("District"), in accordance with the statute and the SBID Improvement Plan, as amended and updated, from time to time, and

WHEREAS SBID has acted to implement the purposes of the Enabling Act and the Improvement Plan within the District, and SBID members are willing to continue to so act if the SBID has the support of the City as set forth in this Agreement, and

WHEREAS SBID is a non-profit corporation established by and comprised of the members of the SBID and utilizing its

Attachment: doc07883520210319095952 (6135 : Approving MOU with SBID)

Board of Directors as the management entity to manage all of the operations, programs, and business of SBID, and

WHEREAS the City provides a broad range of public services to the residents and property owners in the City, including those within the District, and the programs and services of SBID supplement and do not substitute for those services;

NOW THEREFORE, in furtherance of the purposes of the Enabling Act and in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the CITY and SBID hereby agree as follows:

ARTICLE I: TERM

1.1. Subject to the provisions of this Agreement for Amending the Agreement or for terminating the Agreement, the term of this Agreement is for two (2) years from its effective date, set forth on page 1.

1.2. Nothing contained herein shall limit the rights of the members of SBID from dissolving the SBID, as provided by the enabling act.

ARTICLE II: APPROPRIATION

2.1. All City of Springfield obligations and responsibilities under this Agreement are subject to the appropriation by the City of sufficient funds.

ARTICLE III: DEFINITIONS

3.1. "Agreement" means this Memorandum of Understanding between the City and SBID.

3.2. "SBID Basic Services" means services to be provided, performed within the District. Descriptions of SBID Basic Services are provided in Appendices to this Agreement.

3.3. "District" means the area within the geographic boundaries in downtown Springfield established as the SBID and as designated in the SBID Improvement Plan, approved in accordance with the statute.

3.4. "Fee" means the payment by members of SBID for services or improvements specified in the Improvement Plan.

3.5. "Improvement Plan" means the strategic plan for SBID which sets for the supplemental services and programs, revitalization strategy, budget, and fee structure, as well as the management entity for SBID and which was approved by the Springfield City Council as part of the creation of SBID, and any amendments and updates thereto.

3.6. "Springfield" shall mean the area within the geographic boundaries of the City of Springfield.

ARTICLE IV: BASIC SERVICES

4.1. During the term of this Agreement, the SBID shall provide within the District, the SBID Basic Services as detailed in Appendix A, which is attached hereto and incorporated herein.

4.2. SBID agrees that it shall not decrease SBID Basic Services within the District without thirty (30) calendar days prior notice to the City. Notice shall be pursuant to Article IX of this Agreement.

4.3. SBID agrees that no suspension of SBID Basic Services will occur within the District except due to a financial or an emergency condition. SBID shall give notice of a financial condition at least thirty (30) calendar days prior to the suspension and as soon as practicable in case of an emergency. Notice shall be pursuant to Article IX of this Agreement.

4.4. Nothing herein shall supersede any obligation of the City pursuant to the United States or Massachusetts Constitution, the City Charter, applicable federal, state, or local law or ordinance, or the lawful order of a court of competent jurisdiction.

4.5. SBID'S agreements herein shall not supersede any obligation of SBID pursuant to the United States or Massachusetts Constitution, the City Charter, applicable federal, state, or local law or ordinance, or the lawful order of a court of competent jurisdiction.

4.6. To the extent necessary, the City authorizes the SBID to engage in the SBID Basic Services identified herein, within the public streets, roads, and sidewalks of the District to the extent needed to perform the services but

only to the extent permitted by Law and the enabling act. No authorization is given as to private areas, including alleys. It is the responsibility of SBID to determine whether an area is private property. If so requested, SBID will request prior approval for activities from the appropriate City Department head.

ARTICLE V: FUNDING, MARKETING, AND CAPITAL IMPROVEMENTS

5.1. The City is a property owner in the District and is exempt from the Fees which will be assessed to participating property owners in the District.

5.2. As a property owner and as a representative of the citizens of Springfield, the City will benefit from the enhancements and basic services of the SBID Improvement Plan within the District.

5.3 Intentionally deleted.

5.4. The City agrees that for Fiscal Year 2021 (7/1/20 - 6/30/21), and each subsequent fiscal year of the life of this agreement, subject to appropriation, including appropriation for staff, the City will provide the following funding to SBID, totaling One Hundred and Fifty Thousand Dollars (\$150,000.00), for the sole purpose of performing SBID Basic Services, as set forth herein.

5.5. Nothing in this Agreement precludes SBID from applying for and receiving other funds from the City such as grant funds, including CDBG grant funds; each application to be considered on its merits on a case by case basis.

5.6. The City is not obligated to make any other payment of funds to SBID.

ARTICLE VI: IMPROVEMENT PLAN

6.1 A copy of the current SBID Improvement Plan has been attached to this Agreement and incorporated as Appendix B. Any updates to the SBID Improvement Plan made during the term of this Agreement shall immediately be provided to the following parties via first class mailing:

- a. each member of SBID;
- b. the Chief Development Officer of the City;
- c. the President of the City Council; and
- d. the Mayor of the City of Springfield.

Upon execution of this Agreement, the SBID shall mail or deliver a copy of the latest SBID Improvement Plan to

- a. the Chief Development Officer of the City;
- b. the President of the City Council; and
- c. the Mayor of the City of Springfield.

6.2 (1). **COORDINATION MEETING:** The City and SBID, through their contract representatives, will meet as needed to monitor the performance, compliance, responsiveness, and effectiveness of the terms of this Agreement.

6.2 (2) The City may invite additional staff persons from the following City departments to attend Coordination Meetings as needed: Parks, Buildings, and Recreation Management; Treasurer/Collector, Department of Public Works, Housing Department, and Springfield Police Department.

ARTICLE VII: AMENDMENTS & MODIFICATIONS & TERMINATION

7.1. This Memorandum of Understanding, including any Appendices hereto, may be amended to reflect improved means and methods of delivery of services to the District or to reflect any other amendments or modifications to this Agreement only by a written agreement duly executed on behalf of the City and SBID.

7.2. Either party may terminate this Agreement for convenience or for cause, by ninety (90) calendar days written notice to the other party.

7.3. Upon termination under 7.2, all obligations of both parties under this Agreement shall cease as of the date of termination.

ARTICLE VIII: INSURANCE and INDEMNITY

8.1. SBID agrees to fully indemnify, defend, and hold harmless the City from all claims and demands of any kind arising out of the acts or omissions of SBID, its agents, contractors, or other persons for whose conduct it is legally responsible, or for SBID'S obligations in this Agreement.

8.2. SBID agrees to maintain the following insurance during the existence of this Agreement:

- a) For all employees or consultants working in Massachusetts, Worker's compensation and employer's liability insurance as required by the Commonwealth of Massachusetts.
- b) Comprehensive automobile and vehicle liability insurance covering claims arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, with not less than \$1,000,000 single limits and \$2,000,000.00 aggregate limits.
- c) Commercial general liability insurance covering claims arising out of or based on an act or omission of the SBID or of any of its employees, agents, subcontractors, or persons for whose conduct SBID is legally responsible, with not less than \$1,000,000 single limits and \$2,000,000.00 aggregate limits.

The insurers must be authorized to do business in Massachusetts. A Certificate of Insurance evidencing such coverage shall be provided to the City of Springfield Office of Planning and Economic Development upon the execution of this Agreement, which shall include the City as an additional insured.

8.3. The City shall be named as an additional insured with respect to liabilities hereunder in insurance coverages identified in items "b" and "c", and SBID waives subrogation against the City as to said policies. The policies will provide that they will not be cancelled without thirty (30) days prior notice to the City

8.4. The City is a self-insured municipality and is not required to procure or maintain insurance of any kind. The City does not agree to indemnify the SBID in any way. Nothing in this Agreement is meant to enlarge or change the extent of the City's liability which shall be limited and governed by the provisions of Massachusetts law regarding immunities, procedural and monetary limitations, including but not limited to M.G.L. c. 258.

ARTICLE IX: NOTICES

Any request or notice regarding this Agreement shall be deemed to be delivered on the date of delivery when delivered in person during normal business hours or on the date indicated by the U.S. Postal Service postal receipt of

a mailing sent certified mail, return receipt requested, postage prepaid, or the date of receipt provided in writing during normal business hours by a recognized delivery service.

To the City, as follows:

Chief Development Officer
70 Tapley Street
Springfield, Massachusetts 01104

With a copy to

City Solicitor
Law Department
36 Court Street, Room 210
Springfield, Massachusetts 01103

To SBID, as follows:

Chairman
Springfield Business Improvement District
1441 Main Street
Springfield, Massachusetts 01103

With a copy to

Executive Director
Springfield Business Improvement District
1441 Main Street
Springfield, Massachusetts 01103

ARTICLE X: MISCELLANEOUS PROVISIONS

10.1. No member, official, representative, contractor, or employee of the City shall have any financial interest, direct or indirect, in this Agreement, nor shall any such member, official, representative, contractor, or employee participate in any decision relating to this Agreement which affects his financial interest or the interest of any corporation, partnership or association in which he is directly or indirectly interested. No member, official representative, contractor, or employee of the City shall be personally liable to SBID or any successor in interest in the event of any default or breach by the City.

10.2. No member, official, representative, contractor, or employee of SBID shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, representative, contractor, or employee participate in any decision relating to this Agreement which affects his personal interests or the interest of any corporation, partnership, or association in which he is directly or indirectly interested. No member, official, representative, contractor, or employee of the SBID shall be personally liable to the City or any successor in interest in the event of any default or breach on the part of the SBID.

10.3. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of the Agreement shall be valid and shall be enforced to the fullest extent of the law.

10.4. Nothing contained in this Agreement shall be construed to confer upon any other party any rights including those of a third party beneficiary.

10.5. This Agreement may not be assigned by the City or by SBID without the prior, written approval of the other.

10.6. SBID hereby warrants and represents that the person or persons signing this Agreement on behalf of SBID have been duly authorized and directed by SBID to execute this Agreement and to bind SBID to the obligations contained in this Agreement, and to affix the SBID corporate seal to this Agreement.

10.7. During the performance of this Agreement, SBID agrees that it will not discriminate against any applicant for employment or membership because of race, color, religion, gender, age, sexual orientation, disability, family status, national origin, or any illegal discrimination. SBID will take affirmative action to ensure that applicants and employees are treated without regard to their race, color, religion, gender, age, sexual orientation, disability, family status, national origin, or in any illegally discriminatory manner. In the event of SBID'S noncompliance with the nondiscrimination clauses of this Agreement or with any such laws, rules, regulations, or order, this Agreement may be canceled, terminated, or suspended in whole or in part.

10.8. This Agreement shall be governed by and construed under and enforced in accordance with Massachusetts law. Any claim or action arising under or relating to this Agreement may be brought only in the Superior Court of Hampden County (except for claims of the City of a value of less than \$25,000.00 which claims may be brought in the Springfield District Court) or in the United States District Court for the Western District of Massachusetts, all sitting in Springfield, Massachusetts.

10.9 The SBID shall provide the City of Springfield's Office of Planning and Economic Development with its Annual Financial Statements during each year of this Agreement within thirty (30) days of receipt of said Statements, and shall provide that office with notice of any Board member or key personnel changes within fifteen (15) days of a change.

10.10 At its sole expense, the SBID shall have an independent financial audit performed at the request of the City, at any time during the term of this Agreement, and shall provide the results of said audit(s) to the City of Springfield's Chief Development Officer within seven (7) days of receipt.

In Witness Whereof, the City of Springfield and the Springfield Business Improvement District have hereunto set their hands and seals on this Agreement as of the latest date set forth below.

**SPRINGFIELD BUSINESS
IMPROVEMENT DISTRICT, INC.**

CITY OF SPRINGFIELD:

By: _____
(print name)
Title: _____
Date Signed: _____

Chief Development Officer
Date Signed _____

Approved as to Appropriation:

Reviewed:

City Comptroller

Chief Procurement Officer

Attachment: doc07883520210319095952 (6135 : Approving MOU with SBID)

Date signed _____

Date Signed _____

Approved as to Form:

Reviewed

 City Solicitor
 Date Signed: _____

 Chief Administrative &
 Financial Officer
 Date Signed: _____

Approved:

 DOMENIC J. SARNO
 Mayor
 Date Signed: _____

APPENDIX A SBID BASIC SERVICES

SPRINGFIELD BUSINESS IMPROVEMENT DISTRICT, INC. (SBID) SHALL COOPERATE AND COMPLY WITH REASONABLE REQUESTS FROM APPROPRIATE CITY DEPARTMENT HEADS REGARDING SBID BASIC SERVICES

1. Coordinating in advance with the Springfield DPW regarding the twice monthly street sweeping of the District, it shall be the responsibility of SBID to push sidewalk litter and debris to the inside curbing of streets in the sweep zone in a timely manner to be swept by the City in the sweeping of the sweep zone. If required to do this, SBID shall require that its members cooperate in performing this activity.
2. It shall be the responsibility of SBID to monitor and promptly empty any barrels that are filled up or overflowing within the District.
3. It is the responsibility of SBID to notify the City, by notice to Clean City (787-7962) and Springfield Police Ordinance Squad (750-2371) of any illegal dumping activity in the District and to cooperate with any City investigation or prosecution of the matter.
4. SBID will purchase necessary or desirable replacement or additional barrels. Location of all barrels must be approved, in advance, by Springfield DPW.
5. Subject to any requested prior approval from appropriate City Departments, SBID shall supplement services provided by the City by performing the following and any additional acts approved by the City:
 - a. Tree plantings in coordination with City Parks Department;
 - b. Cleaning of painted fire hydrants, poles, and street signs
 - c. Power washing of sidewalks
 - d. Landscaping, as seasonally appropriate, for planters, hanging baskets and agreed upon traffic islands.
 - e. Guides and similar hospitality services
 - f. Public street cleaning (note: alleys are private property and not subject to public street cleaning)
 - g. Trash collection, supplementing the City's twice weekly barrel collection.

6. SBID agrees to operate a supplemental graffiti removal program to remove or repaint any graffiti discovered within 5 days of notice to SBID by notice given to its Executive Director. SBID shall comply with all laws in implementing graffiti removal and coordinate with the City Office of Housing graffiti removal program.

7. The SBID shall, at the start of each winter season, provide written notice or reminder notice to each SBID member of obligations regarding parking and sidewalk clearing.

8. The SBID agrees to monitor the customary lighting in the District and to work cooperatively with the City to attempt to maintain lighting in the District in good working condition. SBID further agrees to work cooperatively with the City on coordinating the installation of enhanced or decorative lighting projects.

9. SBID agrees to work cooperatively with the Springfield Police Department regarding COMNET.

10. SBID agrees to work cooperatively with the Springfield Police Department regarding use of surveillance cameras in public areas in the District.

11. SBID agrees to cooperate with the Springfield Office of Housing and its procedures regarding cleanup, demolition, boarding, securing, removal of unregistered motor vehicles, and similar clean up and code enforcement as to real property.

12. SBID shall work cooperatively with the City regarding the removal of unattended shopping carts in the District.

13. It shall be the responsibility of SBID to perform marketing and media relations to promote the downtown Springfield area, focusing on events in the Metro Center District. SBID must work with the City's Chief Development Officer and must receive prior approval for all marketing and media relations provided through funds provided to SBID by the City.

14. The SBID will work with the City Departments regarding matters and issues concerning obligations contained in this Agreement.

15. Subject to approval by the City, SBID may perform reasonable, feasible, and needed sidewalk replacements that are requested by SBID and for which the parties agree that all costs of the replacement will be funded in advance one-half by SBID and one-half by the adjacent property owner. The City will participate in sidewalk repairs and replacement as funding allows.

APPENDIX B
SBID IMPROVEMENT PLAN

Attachment: doc07883520210319095952 (6135 : Approving MOU with SBID)

STRATEGIC PLAN

A Letter From The Director

In our continuing efforts to revitalize, promote and enhance our downtown community, the Springfield Business Improvement District has identified goals for the next 3 years. We have navigated these uncertain times brought on by the global pandemic yet feel positioned to have our downtown community rebound from this challenge. The plan describes our strategic goals and the values that guide the organization. We are pleased to share and begin execution of this plan in collaboration with Mayor Sarno and all members of his administration.

The district has made tremendous strides forward during the past 3 years, giving us the ability to meet this global pandemic head on. Knowing that a full recovery will take time, much thought was given to how we best serve our downtown community as we navigate through recovery. We engaged in conversations, surveys and focus groups that helped us shape this strategic plan.

The plan in front of you includes work that has been a mainstay of the organization, good ideas that we have already begun to implement along with new initiatives that are still in the works. We continue to keep a portion of our budget unspoken for, we have branded this our "flexible outcomes". This will allow us to have a reserve to meet new challenges that may present themselves in the future.

Thank you to all who participated, we look forward to working together to reach our common goals. We are very hopeful that the next 3 years brings the City, the district, and our constituents economic and social vitality.



Chris Russell
Springfield BID Director

STRATEGIC PLAN***BBID Board of Directors***

Chairman: Paul "Skip" Lessard, Cosale Inc

Vice Chairman: Keith Wepler, Blackened Realty LLC

Clerk: Jeffrey Fialky, Court House Park Associates

Evan Plotkin, Financial Plaza Trust

Paul Marcelina, Picknelly Family Limited Partnership

Fred Christensen, Tower Square

Matt Macquire, TD Bank

Brian Connors, City of Springfield

Kay Simpson, Springfield Museums

Seth Stratton, MGM Springfield

James "Dude" Hickson, Berkshire Bank

STRATEGIC PLAN

Mission

**THE BID WORKS TO
SIGNIFICANTLY IMPROVE
THE EXPERIENCE OF ALL
WHO LIVE, WORK, AND PLAY
IN THE DOWNTOWN
SPRINGFIELD BID BY:**

- Providing supplemental services to keep the streets and sidewalks clean, upgrade the aesthetic appearance of the district, and make people feel welcomed and safe.
- Promoting and fostering an energetic and thriving business climate.
- Serving as the voice and advocate for the district.

STRATEGIC PLAN

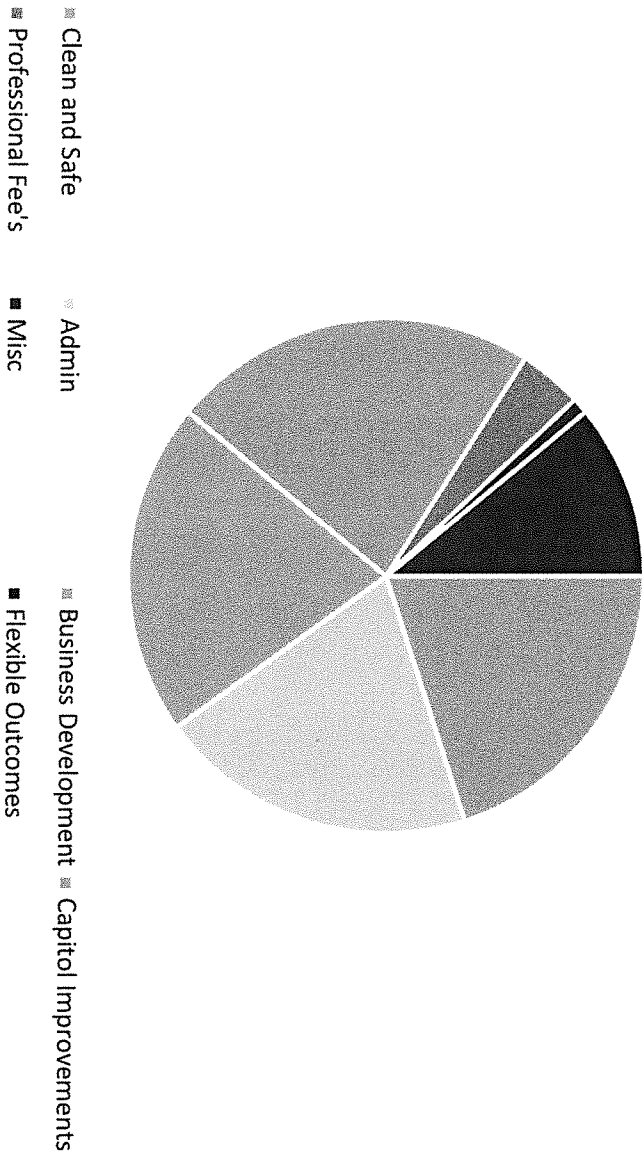
BPD Values

- We **Collaborate** with others, working face-to-face and connecting people with one another.
- We follow the **highest professional standards**.
- We are **results oriented**.
- We are **data driven**.
- We are **centered on our constituencies**.
- We strive for **excellence** in all we can do.
- We acknowledge and **embrace the district's diversity** in our programming and hiring.
- We are **responsive and highly engaged**.
- We value **personal advancement and professional development**.

STRATEGIC PLAN

Budget

Springfield BID Budget



STRATEGIC PLAN

Springfield BID District



Marketing and Public Relations

- Packet Pg. 53

STRATEGIC PLAN

Business Development

- Continue development of dining district through attracting new business, programming designed to attract visitors and support new and current businesses.
- Collaborate with the Mayor's Economic Development Team and MGM to attract and support development along Main Street from Harrison to Union Street.
- Partner with community lending institutions to help form new businesses within the district by serving what have been identified as underserved communities.
- Continue to seek out grants that support brick and mortar businesses during the pandemic and the recovery period.
- Strategically identify development sites, potential developers, and funding sources to rehab or repurpose building stock.
- Partner with the city and related agencies to assess our overall environment, develop and help to implement recommendations for a uniform and visitor friendly streetscape and infrastructure.
- Continue to seek out funding resources to benefit the city, business owners and property owners throughout the BID. These resources will be shared through our business resource page on website.

STRATEGIC PLAN

Clean, Safe, and Welcoming

- Partner with DPW, Police and Parks Department to offer base services that keep city streets, sidewalks and parks clean and attractive to residents, businesses and visitors alike.
- Invest in landscape improvements that enhance the overall aesthetics' downtown.
- Support and work with City Police Metro Unit, sharing information and helping ensure the best possible public interaction
- Continue to supplement city services and remain flexible in our structure to be able to pivot and respond with the ever-changing landscape of the downtown.
- Maintain strong ambassador presence to enhance the visitor experience
- Facilitate introductions and meetings with leaders and organizations that have a parallel or complimentary mission.
- Work with South End Business Association to expand past marketing and bring beautification efforts to the neighborhood.

STRATEGIC PLAN

Capital and Infrastructure Investments

- Continue to invest in our architectural lighting programming with the goal of bringing enhanced lighting to the downtown.
- Look to form and improve relations with organizations such as Mass Development, Develop Springfield and others that will bring resources and investment to the downtown.
- Work with City Parks Department, DPW and funding sources to improve design, make improvements and offer creative ways to maintain these fresh investments in public spaces.
- Help property owners improve, rehabilitate or repurpose their real estate investment.
- Explore or develop a mobile based way finding system to help them navigate and take advantage of the culture, entertainment and businesses that the downtown has to offer, our goal would be extending the stay of visitors to the downtown.
- Launch new holiday lighting display downtown to enhance the Spirit of Springfield's Bright Nights display in Forest Park.



City Council

SCHEDULED

4.8

Meeting: 04/05/21 05:30 PM

Initiator: Thomas Moore

Sponsors: Mayor Domenic J. Sarno

DOC ID: 6136

Order Approving Amendments to the Towing Management Agreement and Lease Agreement with the Springfield Parking Authority (Mayor Sarno)

Please see attached

Please see attached

Order Approving Amendments to the Towing Management Agreement and Lease Agreement with the Springfield Parking Authority

CITY OF SPRINGFIELD

In the City Council April 5, 2021

WHEREAS, the City of Springfield (“City”) and the Springfield Parking Authority (“SPA”) previously entered into a Towing Management Agreement and a corresponding Lease Agreement (collectively “the Agreements”) for the SPA to operate and perform all Towing Management duties for the City of Springfield, utilizing City owned property on Chandler Street as an optional overflow lot; and

WHEREAS, the City and SPA now desire to amend the Agreements to extend said terms until November 30, 2021, and to revise the rental amount set forth in the Lease; and

NOW THEREFORE, BE IT ORDERED, that the City Council of the City of Springfield with the approval of the Mayor hereby approves and authorizes the execution of amendments to the Towing Management Agreement and Lease Agreement between the City of Springfield and the Springfield Parking Authority for the purposes set forth herein, in substantially the same form as the attached amendment agreements.

DRAFT**CITY CONTRACT # 20100069****3rd AMENDMENT TO TOWING MANAGEMENT AGREEMENT**

This 3rd Amendment Agreement to the existing Towing Management Agreement is made effective as of the 1st day of July 2019, by and between the CITY OF SPRINGFIELD, a Massachusetts Municipal Corporation with a usual address of 36 Court Street, Springfield Massachusetts, acting by and through its Parking Clerks and Mayor, (hereinafter the “City”), and the SPRINGFIELD PARKING AUTHORITY, a body politic and corporate and a political subdivision of the Commonwealth of Massachusetts, as set out in Chapter 674 of the Acts of 1981, as it may be amended, with a principle place of business at 150 Bridge Street, Springfield, Massachusetts 01103 (hereinafter the “SPA”); the City and the SPA shall be collectively known herein as “the Parties”,

WHEREAS, on June 30th, 2009, the Parties entered into a Towing Management Agreement, City Contract No. 20100069 (hereinafter the “Contract” or the “Agreement”) whereby the City agreed to grant to the SPA the right to operate and manage the City’s towing services under the terms of the Contract; and

WHEREAS, the Parties wish to memorialize in this 3rd Amendment Agreement the revised terms and conditions of the Contract, which addresses issues that are of mutual interest and concern to the Parties and extends the term of the Agreement; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties intending to be legally bound hereby agree as follows, where all terms and conditions of the original Contract agreement named herein remain unchanged with the exception of the following items:

1 ARTICLE 2 TERM

Section 2.1 shall be deleted in its entirety and replaced with the following language:

“The initial term of this Agreement shall begin upon the execution of this Agreement by all parties. The Services commencement date shall be the date on which the contract between the SPA and its private vendor begins. The Agreement shall continue in effect for five (5) years from the Services commencement date, subject to the termination provisions herein. The City reserves the right at its option to renew this Agreement for one (1) additional seven and a half (7.5) year period. The City and the SPA agree to meet at least 90 days prior to the end of the initial 5-years contract term to discuss issues of mutual interest and concern which may need to be addressed in an amendment to this Agreement. If the City does not wish to exercise its option to renew this Agreement for the extension period, the City agrees to give written notice of such intention to the SPA at least 60 days prior to the end of the initial contract term.”

Nothing herein contained in any manner whatsoever shall alter, amend, modify, or change any other terms or conditions of the above-referenced Contract except as to the Amendments described above, nor shall any of the rights of the City or the SPA be specifically prejudiced by reason of this Amendment; all rights of the City and the SPA shall be and shall remain in full force as though the Amendments had been specified in the original Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed, sealed and delivered by their duly authorized officers or representatives, respectively.

SPRINGFIELD PARKING AUTHORITY

CITY OF SPRINGFIELD

By: _____

Name:

Title: Chairperson

Date:

Name:

Its: Police Commissioner

Date:

Approved as to Appropriation

Name:

Title: Chief Procurement Officer

Date:

Approved as to Appropriation

Approved:

Name:
Title: City of Springfield Comptroller
Date:

Name:
Title: Finance Department
Date:

Approved as to Form:

Name:
Title: Assistant City Solicitor
Date:

APPROVED

Domenic J. Sarno, Mayor

DRAFT**CITY CONTRACT # 20100886****FIRST AMENDMENT TO LEASE AGREEMENT**

This First Amendment Agreement to the existing Lease Agreement shall be dated and made effective as of the 1st day of December 2017, by and between the CITY OF SPRINGFIELD, a Massachusetts Municipal Corporation with a usual address of 36 Court Street, Springfield Massachusetts, acting by and through its Parking Clerks and Mayor, (hereinafter the “City”), and the SPRINGFIELD PARKING AUTHORITY, a body politic and corporate and a political subdivision of the Commonwealth of Massachusetts, as set out in Chapter 674 of the Acts of 1981, as it may be amended, with a principle place of business at 150 Bridge Street, Springfield, Massachusetts 01103 (hereinafter the “SPA”); the City and the SPA shall be collectively known herein as “the Parties”,

WHEREAS, on March 1st, 2010, the Parties entered into a Lease Agreement, City Contract No. 20100886 (hereinafter the “Lease” or the “Agreement”) whereby the City agreed to grant to the SPA the right to occupy, operate and manage the City’s overflow towing storage lot, known as the Chandler Street lot (hereinafter the “Property”) in furtherance of its services to the City under an ongoing Towing Management Agreement between the Parties; and

WHEREAS, the Parties wish to memorialize in this Amendment Agreement the revised terms and conditions of the Lease, which formally extends the term of the Agreement and revises the rental amounts due thereunder as a result of the towing vendor offering a reduced rental rate for the Property during the most recent procurement for towing services performed by the SPA in accordance with all applicable laws, rules and regulations; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties intending to be legally bound hereby agree as follows, where all terms and conditions of the original Lease agreement named herein remain unchanged with the exception of the following items:

1. ARTICLE 2 TERM

Article 2 shall be deleted in its entirety and replaced with the following language:

“This Agreement shall commence on the date on which the contract between the SPA and the Vendor begins, which is expected to occur in February, 2010. This Agreement shall continue in effect until November 30, 2021, or when terminated by one of the Parties in accordance with the terms hereunder, whichever is earlier.”

2. ARTICLE 4 RENT

Article 4 shall be deleted in its entirety and replaced with the following language:

“During the term of this Agreement from the time of execution of the Lease until October of 2017, the SPA shall pay monthly rent in the amount of Four Thousand Two Hundred dollars (\$4,200.00) to the City on the 5th day of each month of the Lease. During the term of this Agreement from October 2017 until termination of the Lease, the SPA shall pay monthly rent in the amount of Two Thousand Two Hundred dollars (\$2,200.00) to the City.”

Nothing herein contained in any manner whatsoever shall alter, amend, modify, or change any other terms or conditions of the above-referenced Lease Agreement except as to the Amendments described above, nor shall any of the rights of the City or the SPA be specifically prejudiced by reason of this Amendment; all rights of the City and the SPA shall be and shall remain in full force as though the Amendments had been specified in the original Lease Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed, sealed and delivered by their duly authorized officers or representatives, respectively.

SPRINGFIELD PARKING AUTHORITY

CITY OF SPRINGFIELD

By: _____

Name:

Title: Chairperson

Date:

Name:

Its: Treasurer/Collector and Tax Title Custodian

Date:

Approved

N/A

Name:

Title: Chief Procurement Officer

Date:

Approved as to Appropriation

Approved:

Name:
Title: City Comptroller
Date:

Name:
Title: Finance Department
Date:

Approved as to Form:

Name:
Title: Assistant City Solicitor
Date:

APPROVED

Domenic J. Sarno, Mayor