



City of Springfield

Regular Meeting

~ Final ~

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

Linda Fitzpatrick
413-787-6559

Monday, April 4, 2016

7:00 PM

Springfield City Hall -- Council Chambers

Call to Order

7:00 PM Meeting called to order on April 4, 2016 at Springfield City Hall -- Council Chambers, 36 Court Street, Springfield, MA.

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

Committee Reports

Councilor Marcus Williams reported on Elder Affairs committee meeting. The Council received the report.

Councilor Marcus Williams reported on Young Professionals committee meeting. The committee discussed a restaurant week, from April 21st to May 1st. Jay Latori spoke in support of restaurant week. The Council received the report.

Councilor Walsh reported on the Maintenance and Development Committee. The committee reviewed item 15 of the agenda but did not make a recommendation.

Councilor Gomez reported on the Health and Human Services committee. The committee discussed the safety of eating fish from Springfield waterways. The city will be testing the safety of fish from Springfield water ways. The Committee also discussed medical marijuana dispensaries. The received the report.

Councilor Allen reported on the finance committee. The committee discussed the City's capital plan and the item 9 on the city council agenda. The Council received the report.

Councilor Ramos reported on economic development committee. The committee discussed the item 14 of the city council agenda. The council received the report.

Petitions

1. Petition (ID # 3458)

Locust Street

ATTACHMENTS:

- 3-28-2016 Locus St. COMCAST (PDF)
- Petition 279 Locus St. (PDF)
- Plan Locus St (PDF)

RESULT: RECEIVED PASSED

2. Petition (ID # 3461)

Liberty Heights Neighborhood

ATTACHMENTS:

- Liberty Heights Plan (PDF)
- 3-21-2016 notice of meeting CMA(PDF)
- Petition Liberty H (PDF)

RESULT: RECEIVED PASSED

3. Petition (ID # 3457)

622 State Street

ATTACHMENTS:

- petition 622 State st. (PDF)
- Plan 622 State St (PDF)
- 3-16-2016 STATE STREET COMCAST (PDF)

RESULT: RECEIVED PASSED

Orders

4. Order (ID # 3453)

Mass in Motion- 1422 Grant Increase - No Match Required \$464,350

COMMENTS - Current Meeting:

Helen Caulton-Harris, Director of Health and Human Services, spoke in favor of accepting the grant.

ATTACHMENTS:

- Mass in Motion Increase (PDF)

RESULT: PASSED BY VOICE VOTE**5. Order (ID # 3448)**

Highway Safety Sustained Enforcement Program (STEP) Grant - No Match \$125,000

COMMENTS - Current Meeting:

Sergeant Brian Elliot, representing the Police Department, spoke in favor of accepting the grant.

ATTACHMENTS:

- FFY16 STEP Grant (PDF)

RESULT: PASSED BY VOICE VOTE**6. Order (ID # 3452)**

Repurpose of Donation Funds - \$24,105

ATTACHMENTS:

- Davis Foundation Repurpose Letter (PDF)

RESULT: PASSED BY VOICE VOTE**7. Order (ID # 3454)**

FY16 State Aid to Public Library Increase- No Match Required \$12,805.55

ATTACHMENTS:

- State Aid Increase (PDF)

RESULT: PASSED BY VOICE VOTE**8. Order (ID # 3455)**

FY16 One Care Funding Grant Increase- No Match Required \$100.00

ATTACHMENTS:

- Dual One Care Increase (PDF)

RESULT: PASSED BY VOICE VOTE**9. Order (ID # 3451)**

Transfer of Unexpended Bond Proceeds

COMMENTS - Current Meeting:

Timothy J. Plant, Springfield CAFO, spoke in favor of the transfer. Councilor Allen explained what projects would receive the bond funds. Councilor Bud Williams asked why the

administration did not get input from the council about these projects. Councilor Williams stated that the money should be used to rehabilitate city parks.

Councilor Hurst asked how the Administration would have paid for some of these projects with out this transfer. Mr. Plante explained that they would authorize new debt. Councilor Hurst asked Mr. Plante to start that process.

Councilor Walsh asked about the capital campaign for the campenel.

Councilor Fenton asked if the body would suspend rule 19. Councilor Williams objected.

First reading

ATTACHMENTS:

- CAFO cert Unexpended Bond Proceeds (DOCX)
- Unexpended Bond Proceeds Transfer Accounts (PDF)
- Finance meeting Capital Improvements (DOC)

RESULT:	LAY ON TABLE -VOTE [12 TO 1]	Next: 5/2/2016 7:00 PM
MOVER:	Timothy C. Allen, Ward 7 Councilor	
SECONDER:	E. Henry Twiggs, Ward 4 Councilor	
AYES:	Hurst, Shea, Twiggs, Allen, Rooke, Ramos, Williams, Gomez, Ashe, Edwards, Walsh, Fenton	
NAYS:	Bud L. Williams	

Ordinances

(10.) (ID # 3456) Amending City Ordinance Chapter 390

Please see attached materials

Please see attached materials

RESULT:	REFERRED TO COMMITTEE	Next: 5/2/2016 7:00 PM
----------------	------------------------------	-------------------------------

COMMENTS - Current Meeting:

Councilor Rooke spoke in favor of the amendment. Attorney Days explained that the Taxi and Livery Commission voted in favor of this amendment item. Solicitor Edward Pikula stated that the Council should send this item to committee based on recent legal decisions. Councilor Walsh moved to send this item to committee. Seconded by Councilor Williams.

ATTACHMENTS:

- Amended City Ordinance 390-6, 8 (RTF)
- MinutesTaxiLiveryCommission081105 (DOCX)
- Memo on Uber (DOC)
- Memo on UberUpdates (DOC)

Motion To: Motion to Amend Section 4 of the Amendment to Chapter 390

COMMENTS - Current Meeting:

Councilor Rooke moved to amend the amendment by deleting "owners and operators" from paragraphs 2 and 3 of section 4 and inserting "owners, operators and drivers". Seconded by Councilor Williams.

RESULT: ADOPTED VOICE**(11.) ORD-2016-2 Amending Ordinance Chapter 49 - Establishment of Bliss House Historic District**

Please see attached materials

RESULT:	SECOND & THIRD STEPS [UNANIMOUS]
MOVER:	Justin Hurst, Melvin A. Edwards
SECONDER:	Kenneth E. Shea, Ward 6 Councilor
AYES:	Hurst, Shea, Twiggs, Allen, Rooke, Ramos, Williams, Williams, Gomez, Ashe, Edwards, Walsh, Fenton

ATTACHMENTS:

- Amended Ordinance §49-15 (DOCX)
- Bliss_House(Cover_Letter_City_Council) (PDF)
- Final_Report_Bliss_House_LHD (PDF)
- Bliss_House_LHD(02_29_2016) (JPG)

(12.) (ID # 3464) Poet Laureate

AN ORDINANCE (A LOCAL LAW) TO AMEND the Code of the City of Springfield, Chapter 67 thereof, entitled Officer and Employees, by adding Article XVI, Section 67-81.

Be it ordained (enacted) by the Council of the City of Springfield, as follows:

- (a) The city shall designate a poet as the official poet laureate of the city. The poet laureate shall be designated by the mayor and confirmed by the city council.
- (b) The responsibilities of the poet laureate may include, but not be limited to, providing public poetry readings, encouraging poetry appreciation within the city, and composing and publishing poems. The poet laureate shall be an honorary title and shall not receive any monetary compensation from the city.
- (c) The poet laureate shall be a domiciled resident of the city and shall serve a four-year term.

RESULT: FIRST STEP**Next: 5/2/2016 7:00 PM****COMMENTS - Current Meeting:**

Councilor Rooke spoke in favor of the ordinance.

(13.) ORD-2016-1 Amending Ordinance Chapter 73 Article II Section 13

Please see attached document

Mayor vetoed this the Ordinance on March 22, 2016.

RESULT:	ADOPTED [11 TO 2]
MOVER:	Bud L. Williams, At-Large Councilor
SECONDER:	Kateri B. Walsh, At-Large Councilor
AYES:	Hurst, Shea, Twiggs, Allen, Ramos, Williams, Williams, Gomez, Edwards, Walsh, Fenton
NAYS:	Timothy J. Rooke, Thomas M. Ashe

COMMENTS - Current Meeting:

Councilor Bud Williams spoke in favor of the ordinance. Councilor Williams stated that while when the control board introduced the Waiver language into the residency ordinance, the mayor originally voted against it. He stated that limiting waivers would increase the city's tax base and improve the diversity at the upper echelon of the city's administration.

Councilor Gomez spoke in favor of the overriding the mayor's veto.

Councilor Hurst spoke in favor of overriding the mayor's veto.

Councilor Walsh Spoke in favor the overriding the mayor's veto. Councilor Walsh asked if the deputies in the fire department agreed, as a condition of hire, to move into the City.

Attorney Mahoney stated that 97.5% of the individuals hired since he began working as personnel director did not get a waiver. He stated that the city believes that the district chiefs are supposed to live in the city, but the union disputes that analysis.

Councilor Marcus Williams spoke in favor of overriding the mayor's veto.

Councilor Twiggs spoke in favor of overriding the mayor's veto.

Councilor Allen spoke in favor of overriding the Mayor's veto.

Councilor Ramos spoke in favor of overriding the Mayor's veto.

Councilor Shea asked for clarification about the impact of the override on current employees. Councilor Fenton stated that the override would not impact any current employees.

Attorney Mahoney explained that there is dispute between the City and the Union for the District Fire Chiefs about residency that will be resolved at the collective bargaining table.

Councilor Ashe asked to hear from City Solicitor Edward Pikula.

Attorney Pikula stated that there is a separation of powers issues regarding the overriding the Mayor's veto.

ATTACHMENTS:

- Amended Ordinance §73 (DOCX)
- Mayoral Veto (PDF)

(14.) (ID # 3462) Ordinance Chapter 236

Please see attached

Please see attached

RESULT: REFERRED TO COMMITTEE**Next: 5/2/2016 7:00 PM**

COMMENTS - Current Meeting:
Sent to Committee by Councilor Ramos.

ATTACHMENTS:

- City Ordinance Chapter 236 - Rental Registration (DOCX)
- Eco Dev 2 (DOC)

Special Acts

15. Special Act (ID # 3463)

Special Act to Convert Park Land and Replace Park Land at Ruth Elizabeth Park, Article 97

COMMENTS - Current Meeting:

Motion from Councilor Walsh to take this item out of order. Councilor Allen Objected.

Chris Cignoli, DPW Director, spoke in favor of this item.

Patrick Sullivan, Director of Parks and Buildings, spoke in favor of this item.

Councilor Walsh asked about the timeline. She was informed that the administration hoped to move forward in 6 to 8 months.

Councilor Edwards asked to send the item to committee because the members of the neighborhood would like to know more about the project. Seconded by Councilor Ramos.

ATTACHMENTS:

- Ruth Elizabeth Park, Article 97 Special Act Exhibits (PDF)
- Ruth Elizabeth Park, Special Act, Informational (PDF)
- conversion approval of Ruth Elizabeth Park (DOC)

RESULT: REFERRED TO COMMITTEE**Next: 4/25/2016 7:00 PM**

Resolutions

16. Resolution (ID # 3459)

UFCW Springfield

COMMENTS - Current Meeting:

Motion from Councilor Ramos to take this item out of order. No objection.

Councilor Ramos spoke in favor of the resolution. Tyrone Housey, representing the UFCW, gave a report to the Council on the status of the UFCW's negotiation with Stop and Shop. Councilor Bud Williams was added as a co-sponsor to this item.

RESULT: PASSED BY VOICE VOTE**17. Resolution (ID # 3460)**

Moratorium on Historic Demolitions

COMMENTS - Current Meeting:

Bob McCarol spoke in favor of the resolve. Councilor Fenton voted in opposition to the resolution.

RESULT: PASSED BY VOICE VOTE**Under Suspension****18. Petition (ID # 3465)**

Old Hill Neighborhood

COMMENTS - Current Meeting:

Gerry McCafferty, Director of the Office of Housing, spoke in favor of accepting the grant. Councilor Marcus Williams recused himself from the vote.

ATTACHMENTS:

- Petition Old Hill (PDF)
- Plan Old Hill (PDF)
- 3-30-2016 notice of meeting CMA(PDF)

RESULT: RECEIVED PASSED**19. Order (ID # 3466)**

Crisis Intervention Grant - No Match - \$275,000

ATTACHMENTS:

- Crisis Intervention Grant (PDF)

RESULT: PASSED BY VOICE VOTE



City of Springfield

36 Court Street
Springfield, MA 01103

ADOPTED

PETITION (ID # 3458)

Meeting: 04/04/16 07:00 PM
Department: Department of Public Works
Category: General
Prepared By: Hector Velez
Initiator: Hector Velez
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3458

Locust Street

CITY OF SPRINGFIELD, MASSACHUSETTS

Date: March 29, 2016

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

The Board of Public Works, to which was referred the petition of Comcast of Massachusetts LL dated January 15, 2016, to install hundred sixty (160') feet of 4" PVC conduit with fiber optic and coax cable on Locust Street and Darwell Street, beginning at existing Comcast vault, which is located on the westerly side of Darwell Street and continuing with 4" PVC conduit approximately hundred sixty (160') feet northerly direction to a proposed 48"x36" vault to be located on the sidewalk in front of #279 Locust Street for the purpose of serving to #261 & #279 business on Locust Street, all as substantially shown on a plan attached, dated 1/11/2016, which is incorporated herein by reference and to lay and maintain underground cables and Fiber Optic lines in public ways for the purpose to provide service to the area, reports thereon as follows:

By virtue of Chapter 708 of the Acts of 1977 the Board of Public Works held the hearing on the above matter provided for in Section 22 of Chapter 166 of the General Laws. The hearing was held on March 28, 2016 at 5:00 P.M. at the corner of Darwell Street and Locus Street Springfield, MA after due notice from the office of the City Clerk. Three (3) members of the Board and one (1) person interested in the matter were present. Of the latter, one (1) voted in favor of and no-one (0) voted against.

The Board finds the request necessary in order that the company can upgrade the underground facilities to greatly improve the quality and reliability of communication services in the area.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RESULT: RECEIVED PASSED

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

DATE: March 14, 2016

TO: Wayman Lee, Esq.
City Clerk

FROM: Hector Velez, DPW Engineer
on behalf of BPW

DEPARTMENT: City Clerk

SUBJECT: Board's agenda for:
March 28, 2016

NOTICE OF MEETING

Monday- March 28, 2016 – At the corner of Darwell Street with Locus Street Springfield, MA
at 5:00 P.M

Minutes of Previous Meeting
Communications
Old Business

New Business: **279 Locus Street**
COMCAST

HEARING RE: To install 160 feet of 4 inches conduit with fiber optic & Coax Cable line
on Locus Street

Attachment: 3-28-2016 Locus St. COMCAST (3458 : Locus Street)



January 15, 2016

Mr. Wayman Lee, City Clerk
City Clerk's Office
36 Court Street
Springfield, MA 01103

Re: 279 Locust Street, Springfield, MA

Dear City Clerk Lee:

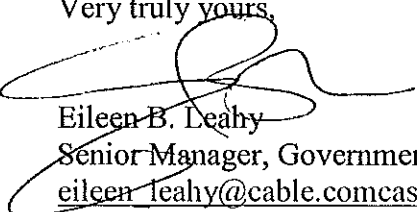
Comcast of Massachusetts II, Inc. is requesting that it be granted a location for and permission to run and maintain **160' of 4" PVC conduit with Fiber Optic & Coax Cable line on Locust Street** (from existing Comcast vault in the tree belt on Darwell Street to front of 279 Locust Street, Springfield, MA) together with such connections as it may now or subsequently find necessary.

Plant installation is to be installed in accordance with the enclosed plan.

Should you have any questions regarding the enclosed please do not hesitate to contact Christopher Thompson, Construction Specialist. Mr. Thompson can be reached at 413-562-9923 ext. 73296 or chris_thompson@cable.comcast.com.

Thank you for your assistance in this matter.

Very truly yours,



Eileen B. Leahy
Senior Manager, Government & Community Relations
eileen_leahy@cable.comcast.com
413-730-4513

Enclosures

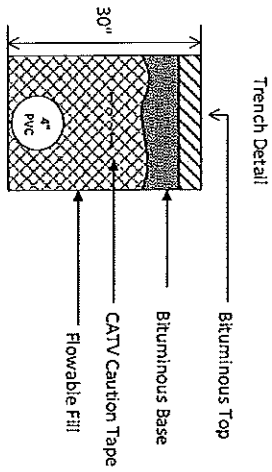
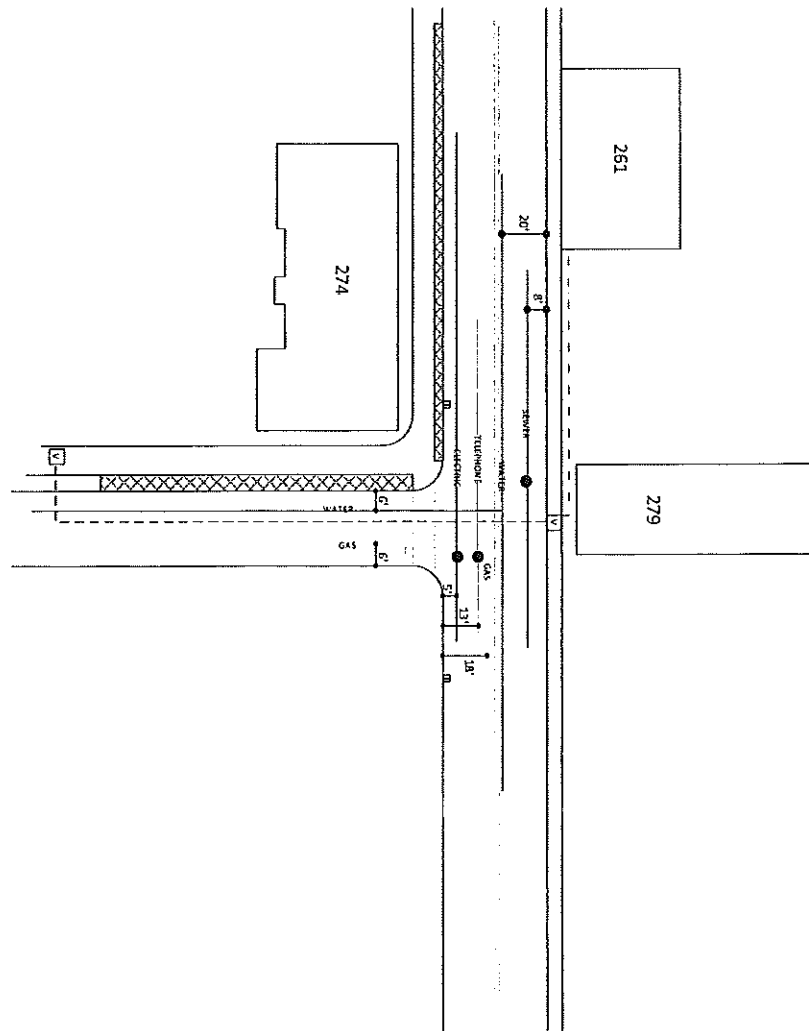
A true copy of a petition referred to the Board of Public Works on:

February 17, 2016

Attest:

Wayman Lee, Esquire





- From existing vault on the westerly side of Darwell St., install 1-4" Sch. 40 PVC conduit approximately 160' in a northerly direction on Darwell St to front of 279 Locust St.
- Trench to be located approximately 10' off curb on the westerly side of Darwell St.
- Install 36"x48"x28" Quazite vault in sidewalk.
- Install 1-2" Sch. 40 conduit from vault to side of 261 Locust St. and 1-2" Sch. 40 conduit to the side of 279 Locust St.

Construction Detail

SCALE (IN FEET) 1" = 40"

COMCAST

Drawn By: *Chris Thompson*

1/11/2016



City of Springfield

36 Court Street
Springfield, MA 01103

ADOPTED

PETITION (ID # 3461)

Meeting: 04/04/16 07:00 PM
Department: Department of Public Works
Category: General
Prepared By: Hector Velez
Initiator: Hector Velez
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3461

Liberty Heights Neighborhood

CITY OF SPRINGFIELD, MASSACHUSETTS

Date: March 22, 2016

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

The Board of Public Works, to which was referred the petition of the Columbia Gas of Massachusetts, dated February 22, 2016, to install 7,110 feet of underground gas main pipe to introduce media pressure gas to the area and retire the aged low pressure cast iron main within the Right of Way along various street on Liberty Heights Neighborhood. Starting at the interception of Massasoit Place Northerly to Bartlett Street to running westerly direction with a two (2") inches PVC pipe along the south side on Bartlett Street for three hundred sixty (360') feet to branching off northeasterly on Prospect Street running five hundred eighty (580') feet to Lancashire Street and run westerly direction on Lancashire Street for five hundred eighty-four (584') feet to continue on Prospect Street for two hundred seventy-five (275') feet to Croyden Street turning westerly direction two hundred seventy-eight (278') feet. The two (2") inches PVC pipe continue on Narragansett Street for six hundred fifty (650') feet to Lexington Street and turn northeasterly on Lexington Street to run five hundred fifty (550') feet to Lancashire Street and continue on Narragansett Street for six hundred fifty (650') feet to Chapin Terrace, all as substantially shown on a plan attached with project name, Liberty Heights- Replacement Project which is incorporated herein by reference and to lay and maintain underground gas main pipes for the purpose of improvements of the system, reports thereon as follows:

By virtue of Chapter 708 of the Acts of 1977 the Board of Public Works held the hearing on the above matter provided for in Section 22 of Chapter 166 of the General Laws. The hearing was held on March 21, 2016 at 5:00 P.M. at the corner of Lexington Street and Jardine Street on Springfield, MA after due notice from the office of the City Clerk. Two (2) members of the Board and one (1) persons interested in the matter were present. Of the latter, one (1) voted in favor of and no-one (0) voted against.

The Board finds the request necessary in order that the utility company can upgrade existing underground facilities in order to improve the quality of service in this area.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RESULT: RECEIVED PASSED

Hampden

NOTICE
This map reflects only the approximate location of active mains and must not be used to commit Columbia Gas of Massachusetts until locations are verified and field checked by the company. BEFORE YOU DIG CALL THE 1-800-DIG-SAFE (344-7233) or dial the national "Call before you dig" number, 811.



Legend:

Gas Valve

-  Closed - Critical
-  Closed - Not Critical
-  Open - Critical
-  Open - Not Critical
-  Unknown value

Gas Main by Material

-  Steel
-  Plastic
-  Cast Iron
-  Wrought Iron
-  Fittings
-  Other

Gas Service

-  Steel
-  Plastic
-  Cast Iron
-  Wrought Iron
-  Fittings
-  Other
-  All other values

 Historic Map

NOTICE
This map reflects only the approximate location of active mains and must not be used to commit Columbia Gas of Massachusetts until locations are verified and field checked by the company.
BEFORE YOU DIG CALL THE 1-888-GAS-SAFE (344-7223) or dial the national Call before you dig number, 811
29'-0" W OF E

Prepared by:	
Date:	
Coordinates: GCS (Lat/Long) in DMS. Datum: WGS84	

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

DATE: March 7, 2016

TO: Wayman Lee, Esq.
City Clerk

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

DEPARTMENT: City Clerk Office

SUBJECT: Board's agenda for:
March 21, 2016

NOTICE OF MEETINGS

Monday – March 21, 2016 At the corner of Lexington Street and Jardine Street, Springfield MA at 5:00 P.M.

Minutes of Previous Meeting
Communications
Old Business
New Business: COLUMBIA GAS
Liberty Heights

HEARING RE: To install medium pressure underground PVC gas main to replace low pressure cast iron on Liberty Heights Neighborhood.

Attachment: 3-21-2016 notice of meeting CMA (3461 : Liberty Heights Neighborhood)



February 22, 2016

Honorable Mayor and City Council
City of Springfield
City Hall
Court Street
Springfield, MA 01103

ATTN: Mr. Waymen Lee, City Clerk

Ladies & Gentlemen:

Columbia Gas of Massachusetts (CMA) hereby requests that it be granted a location for and permission to install underground gas main(s) within a section of the Liberty Heights Neighborhood (as seen in the attached plan). Work will extend to the following streets in varying degrees/durations:

- Prospect Street
- Croyden Terrace
- Lancashire Road
- Jardine Street
- Narragansett Street
- Copley Terrace
- Bartlett Street
- Massasoit Place
- Kensington Street

This project will introduce medium pressure gas to the area and retire the aged low pressure cast iron mains. All proposed work will include such laterals and service connections as it may now or subsequently find necessary.

Said gas main to be installed in accordance with the enclosed plan.

Sincerely,

Bryan Meccariello

A true copy of a petition referred to the Board of Public Works on:

February 23, 2016

Attest:

Anthony I Wilson, Esquire

Attachment: Petition Liberty H (3461 : Liberty Heights Neighborhood)

Prospect Street 2016 Project -Springfield

Description:

Columbia Gas of Massachusetts (CMA) shall install gas main down the following city streets (as shown within the attached Plan Set):

Street running east to west

- Croyden Terrace (Kensington St to Prospect St)
- Lancashire Road (Chapin Terr to Prospect St)
- Jardine Street (Chapin Terr to Prospect St)
- Narragansett Street (Chapin Terr to Prospect St)
- Copley Terrace (Prospect St to Carew St)
- Bartlett Street (Prospect St to Carew St)

Street running north to south

- Kensington Street (at Jardine Street)
- Massasoit Place (Bartlett St to Massasoit St)

In total, approximately 7,110' of gas main is planned to be installed within the public right of way on the above mentioned streets. All pipe will be 2". This project will allow the abandonment of 6,235' of cast iron main and 350' of steel main.


City of Springfield

36 Court Street
Springfield, MA 01103

ADOPTED

PETITION (ID # 3457)

Meeting: 04/04/16 07:00 PM
Department: Department of Public Works
Category: General
Prepared By: Hector Velez
Initiator: Hector Velez
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3457

622 State Street

CITY OF SPRINGFIELD, MASSACHUSETTS

Date: March 17, 2016

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

The Board of Public Works, to which was referred the petition of Comcast of Massachusetts LL dated February 11, 2016, to install three hundred twenty-nine (329') feet of 4" PVC conduit with fiber optic and coax cable in Pleasant Street, beginning at existing Comcast vault, which is located in the southerly tree belt on Bay Street, then continuing with 4" PVC conduit southerly on Pleasant Street about three hundred twenty nine (329') feet parallel to the westerly curb 2 to 3 feet off curb line on Pleasant Street to a proposed 48"x36" vault on the sidewalk on the back of the building #622 on State Street, all as substantially shown on a plan attached, dated 2/10/2016, which is incorporated herein by reference and to lay and maintain underground cables and Fiber Optic lines in public ways for the purpose to provide service to the area, reports thereon as follows:

By virtue of Chapter 708 of the Acts of 1977 the Board of Public Works held the hearing on the above matter provided for in Section 22 of Chapter 166 of the General Laws. The hearing was held on March 16, 2016 at 5:00 P.M. at Pleasant Street, after due notice from the office of the City Clerk. Three (3) members of the Board and one (1) person interested in the matter were present. Of the latter, one (1) voted in favor of and no-one (0) voted against.

The Board finds the request necessary in order that the company provides service to the area.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RESULT: RECEIVED PASSED



February 11, 2016

Mr. Anthony Wilson, City Clerk
City Clerk's Office
36 Court Street
Springfield, MA 01103

Re: 622 State Street, Springfield, MA

Dear City Clerk Wilson:

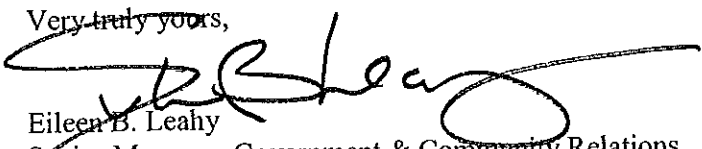
Comcast of Massachusetts II, Inc. is requesting that it be granted a location for and permission to run and maintain 329' of 4" PVC conduit with Fiber Optic & Coax Cable line on Pleasant Street (from existing Comcast vault located in the tree belt on Pleasant Street to the rear of 622 State Street, Springfield, MA) together with such connections as it may now or subsequently find necessary.

Plant installation is to be installed in accordance with the enclosed plan.

Should you have any questions regarding the enclosed please do not hesitate to contact Christopher Thompson, Construction Specialist. Mr. Thompson can be reached at 413-562-9923 ext. 73296 or chris_thompson@cable.comcast.com.

Thank you for your assistance in this matter.

Very truly yours,


Eileen B. Leahy
Senior Manager, Government & Community Relations
eileen_leahy@cable.comcast.com
413-730-4513

Enclosures

CITY CLERK'S OFFICE
SPRINGFIELD, MA

A true copy of a petition referred to the Board of Public Works on:

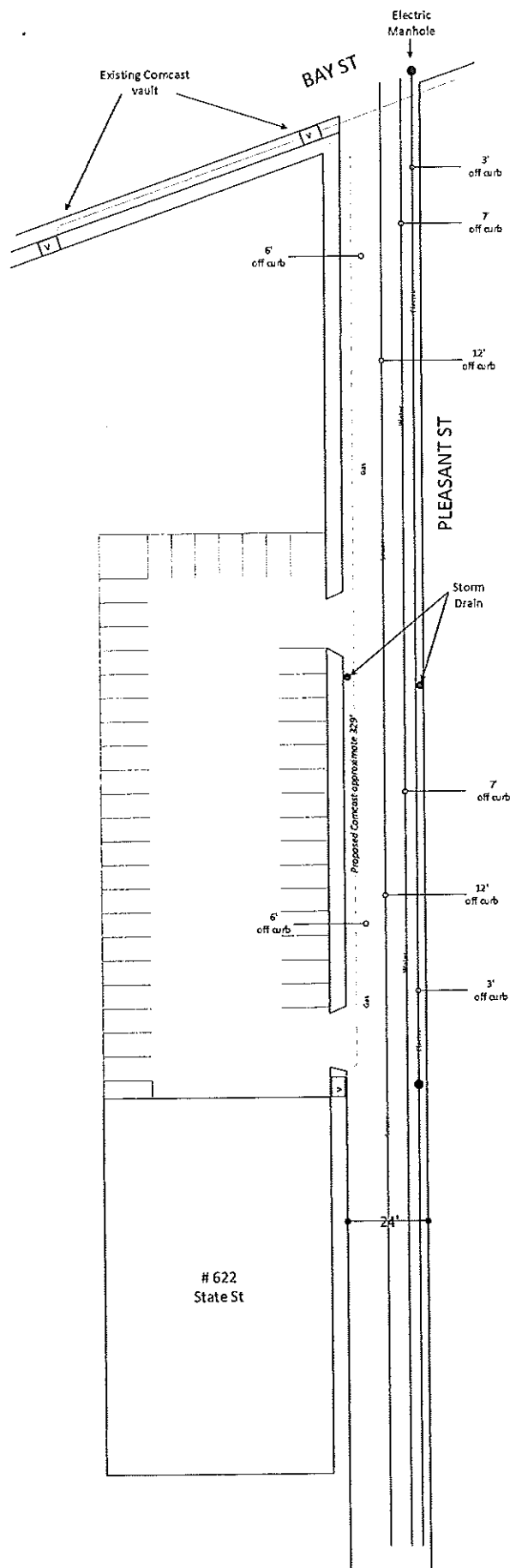
February 17, 2016

Attest:

Wayman Lee, Esquire



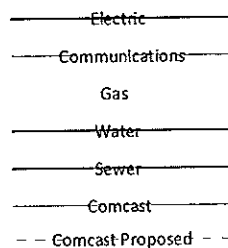
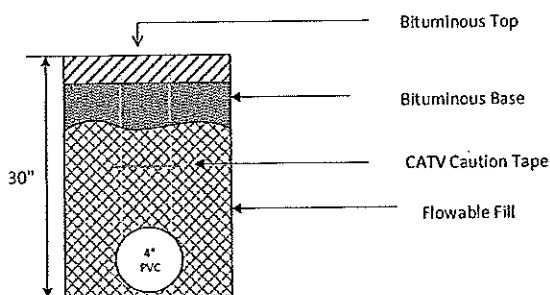
Attachment: petition 622 State st. (3457 : 622 State Street)



Construction Details

- Install 1 Sch. 40 PVC Conduit approximately 329' in southerly direction on Pleasant St to rear of 622 State St.
- Trench to be located approximately 2 feet to 3 feet off the curb on the westerly side of Pleasant St.
- Install new 36"x48"x28" Quazite vault in sidewalk on Pleasant St near rear corner of 622 State St.
- All restoration will be in compliance with City of Springfield guidelines for work in the Public Right of Way.

Trench Detail



SCALE (IN FEET) 1" = 30'



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

DATE: March 2, 2016

TO: Wayman Lee, Esq.
City Clerk

FROM: Hector Velez, DPW Engineer
on behalf of BPW

DEPARTMENT: City Clerk

SUBJECT: Board's agenda for:
March 16, 2016

NOTICE OF MEETING

Wednesday- March 16, 2016 – On Pleasant Street Springfield, MA at 5:00 P.M

Minutes of Previous Meeting
Communications
Old Business

New Business: **622 State Street**
COMCAST

HEARING RE: To install 329 feet of 4 inches conduit with fiber optic & Coax Cable line
on Pleasant Street.

Attachment: 3-16-2016 STATE STREET COMCAST (3457 : 622 State Street)



City of Springfield

ADOPTED

Meeting: 04/04/16 07:00 PM
Initiator: Melanie Acobe
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3453

4

Mass in Motion- 1422 Grant Increase - No Match Required \$464,350 (Mayor Sarno)

WHEREAS, the Springfield Health and Human Services Department has been awarded a Mass in Motion- 1422 Grant increase of \$464,350.00 from the Massachusetts Department of Public Health; and

WHEREAS, the purpose of the grant is to support the Mass in Motion Municipal Wellness and Leadership Initiative by implementing local policy, systems and environmental change strategies to prevent and reduce overweight/obesity, chronic disease and associated risk factors and to create healthier communities; and

WHEREAS, the Department intends to use the grant funds to create a multi-sector partnership to develop and implement community-level strategies that focuses on reducing disparities and health inequities; 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:

Mass in Motion- 1422 Grant Increase - No Match Required \$464,350

RESULT: PASSED BY VOICE VOTE



REQUEST FOR GRANT SETUP

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

All fields are mandatory.

Date of Request 3/23/2016

Department Requesting Grant Setup SHHS

Department Phone # (Please include extension) 6710

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

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

If yes, please indicate your previous project number: 89726

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

Grant Type:

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

XX

Grant Name: Mass In Motion 1422

Total Grant Amount Awarded: \$980,550 (Multi Years)

\$351,200	Year 1 (7/1/15 to 3/31/16)
\$24,350	Year 1 Additonal Funds (12/28 /15 to 3/29/16)
\$330,000	Year 2 11/24/15 to 6/30/16)
\$110,000	Year 2 7/1/15-9/29/16)

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

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

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

Entity Name	Mass Dept of Public Health
Contact Person	Charlot Lucien
Street Address	250 Washington Street
City, State, Zip Code	Boston, MA 02108
Telephone	617-624-5552
Fax	617-624-6062
E-Mail	

Actual Award Date 12/21/2015

Board Approval Date

Start Date 7/1/2015

Expiration Date 9/30/2016

Renewal Action Date (optional)

If there are any Matching Funds:

Type
Percent
Amount

Comments re: Description/Purpose of Grant

Mass in Motion: State and Local Action to prevent obesity, diabetes and Heart Disease/Stroke

Comments re: Conditions/Restrictions of Grant

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

What is the required drawdown frequency?

(Ex: Monthly, Quarterly) Quarterly

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

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

Org Code: 28975200

Object Codes: 530105/531020/542010/551700/571100/578700

Budget Roll-Up Codes: Yes

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


Signature

3/23/2016
Date

Please attach the following documents:

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

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

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

CONTRACTOR LEGAL NAME: City Of Springfield (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Department Of Public Health MMARS Department Code: DPH	
Legal Address: (W-9, W-4, T&C): 1145 Main St Ste 208, Springfield, MA 01103-2123		Business Mailing Address: 250 Washington Street, Boston, MA 02108	
Contract Manager: Nicole Bourdon		Billing Address (if different):	
E-Mail: nbourdon@springfieldcityhall.com		Contract Manager: Charlot Lucien	
Phone: 413-750-2065	Fax: 413-787-6456	E-Mail: charlot.lucien@state.ma.us	
Contractor Vendor Code: VC6000192140		Phone: 617-624-5552	Fax: 617-624-6062
Vendor Code Address ID (e.g. "AD001"): AD001. (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): INTF4200P01502925087	
		RFR/Procurement or Other ID Number: 502925	
NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ☐ <u>Statewide Contract</u> (OSD or an OSD-designated Department) ☐ <u>Collective Purchase</u> (Attach OSD approval, scope, budget) ☐ <u>Department Procurement</u> (Includes State or Federal grants <u>815 CMR 2.00</u>) (Attach RFR and Response or other procurement supporting documentation) ☐ <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) ☐ <u>Contract Employee</u> (Attach Employment Status Form, scope, budget) ☐ <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)		X CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: <u>06/30, 2017</u> . Enter Amendment Amount: \$ <u>440,000.00</u> (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) ☒ <u>X Amendment to Scope or Budget</u> (Attach updated scope and budget) ☐ <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) ☐ <u>Contract Employee</u> (Attach any updates to scope or budget) ☐ <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract.			
☒ <u>Commonwealth Terms and Conditions</u> ☐ <u>Commonwealth Terms and Conditions For Human and Social Services</u>			
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. (Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) ☐ <u>Rate Contract</u> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) ☒ <u>X Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$ <u>955,200.00</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ☐ % PPD; Payment issued within 15 days ☐ % PPD; Payment issued within 20 days ☐ % PPD; Payment issued within 30 days ☐ % PPD. If PPD percentages are left blank, identify reason: ☐ agree to standard 45 day cycle ☐ statutory/legal or Ready Payments (G.L.c. 29, § 23A); ☒ <u>X only initial payment</u> (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Maximum Obligation Change			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ☒ <u>X 1. may be incurred as of the Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . ☐ <u>2. may be incurred as of</u> <u>20</u> , a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . ☐ <u>3. were incurred as of</u> <u>20</u> , a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>06/30, 2017</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>[Signature]</u> Date: <u>10/28/15</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Domenic J. Sarno</u> Print Title: <u>Mayor</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Sharon Dyer</u> Print Title: <u>Director, Purchase of Service Office</u>	

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

CONTRACTOR LEGAL NAME: City Of Springfield (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Department Of Public Health MMARS Department Code: DPH	
Legal Address: (W-9, W-4, T&C): 36 Court St Room 405, Springfield, MA 01103-1602		Business Mailing Address: 250 Washington Street, Boston, MA 02108	
Contract Manager: Nicole Bourdon		Billing Address (if different):	
E-Mail: nbourdon@springfieldcityhall.com		Contract Manager: Charlot Lucien	
Phone: 413-750-2065	Fax: 413-787-6456	E-Mail: charlot.lucien@state.ma.us	
Contractor Vendor Code: VC6000192140		Phone: 617-624-5552	Fax: 617-624-6062
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): INTF4200P01502925087 RFRR/Procurement or Other ID Number: 502925	
NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ☐ Statewide Contract (OSD or an OSD-designated Department) ☐ Collective Purchase (Attach OSD approval, scope, budget) ☐ Department Procurement (Includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) ☐ Emergency Contract (Attach justification for emergency, scope, budget) ☐ Contract Employee (Attach Employment Status Form, scope, budget) ☐ Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)		X CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior to Amendment 06/30, 2017</u> Enter Amendment Amount: \$ <u>24,350.00</u> (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) ☒ Amendment to Scope or Budget (Attach updated scope and budget) ☐ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ☐ Contract Employee (Attach any updates to scope or budget) ☐ Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract.			
☒ Commonwealth Terms and Conditions ☐ Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. ☐ Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) ☒ Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$ <u>980,550.00</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 <u> </u> % PPD; Payment issued within 15 days <u> </u> % PPD; Payment issued within 20 days <u> </u> % PPD; Payment issued within 30 days <u> </u> % PPD. If PPD percentages are left blank, identify reason: <u> </u> agree to standard 45 day cycle <u> </u> statutory/legal or Ready Payments (G.L. c. 29, § 23A); ☒ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Maximum Obligation Change			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ☒ 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and no obligations have been incurred prior to the <u>Effective Date</u> . ☐ 2. may be incurred as of <u> </u> , 20 <u> </u> , a date LATER than the <u>Effective Date</u> below and no obligations have been incurred prior to the <u>Effective Date</u> . ☐ 3. were incurred as of <u> </u> , 20 <u> </u> , a date PRIOR to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>06/30, 2017</u> with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>Domenic J. Sarno</u> Date: <u>12/23/15</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Domenic J. Sarno</u> Print Title: <u>Mayor</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>Sharon Dyer</u> Date: <u> </u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Sharon Dyer</u> Print Title: <u>Director, Purchase of Service Office</u>	



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

CHARLES D. BAKER
 Governor

KARYN E. POLITO
 Lieutenant Governor

MARYLOU SUDDERS
 Secretary

MONICA BHAREL, MD, MPH
 Commissioner

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

October 26, 2015

Helen Caulton-Harris
 City of Springfield
 95 State Street, Suite 201
 Springfield, MA 01103

Re: Mass in Motion
 Contract#: INTF4200P01502925067

Dear Ms. Caulton-Harris:

The Massachusetts Department of Public Health is increasing your Mass in Motion FY16 contract to continue work on the State and Local Public Health Actions to Prevent Obesity, Diabetes, Heart Disease and Stroke grant (1422 Grant).

Your new award is as follows:

Current Maximum Obligation FY2016	\$411,200.00
FY2016 Increase:	\$330,000.00
New MO for FY2016:	\$741,200.00
Current Maximum Obligation FY2017	\$60,000.00
FY2017 Increase:	\$110,000.00
New MO for FY2017:	\$170,000.00
Total Maximum Obligation for All Years (FY15-FY17):	\$956,200.00

Options to Renew: Yes
 Change of Scope Required: Yes
 Conditions Attached: Yes
 Federal Funds: Yes.

This award is subject to funding by the legislature and/or federal grantor. Because this is a multi-year award, the funding specifications as defined within each fiscal year's award amount on the face page of the contract are specifically restricted to use during that fiscal year. Future year awards will be obligated separately prior to the beginning of each new fiscal year.

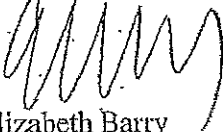
Any funds designated in the budget that are unspent in any fiscal year will not be available for expenditure in the subsequent fiscal year without a formal contract amendment re-authorizing these funds. The maximum obligation of the contract will automatically be reduced by the amount of the unspent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

An annual contract performance review process will be conducted for this contract. The contract performance review will include the examination of the results and measures component of the contract as well as overall performance related to the Scope of Service and DPH Contracting Principles.

Program Contact: Melissa Lucien, 617-624-5539, melissa.lucien@state.ma.us
Purchase of Service Contact: Luz Bonano, 617-0624-5812, luz.bonano@state.ma.us

On behalf of the Department, I want to thank you for your continued commitment to improve the health of the people of the Commonwealth.

Sincerely,



Elizabeth Barry
Director
Administration and Finance
Bureau of Community Health and Prevention

Cc. Nicole Bourdon

Scope of Services

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

Contract ID #: CITY OF SPRINGFIELD - INTF4200P01502925067

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

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

See award letter attached

Contract Amendment

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

☒ Increase

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

The Massachusetts Department of Public Health is increasing your Mass in Motion FY16 contract by \$330,000 and FY17 by \$110,000 to continue work on the State and Local Public Health Actions to Prevent Obesity, Diabetes, Heart Disease and Stroke grant (1422 Grant).

☐ Decrease

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

☐ Other

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

COMMONWEALTH OF MASSACHUSETTS

CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May
2004



CONTRACTOR LEGAL NAME: City of Springfield
CONTRACTOR VENDOR/CUSTOMER CODE: VC6000192140
CONTRACT #:

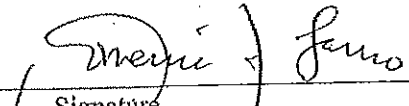
INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In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

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

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

AUTHORIZED SIGNATORY NAME	TITLE
Domenic J. Sarno	Mayor

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


Signature

Date: 10/28/05

Title: Mayor

Telephone: (413) 787-6100

Fax: (413) 787-6105

Email: dsarno@springfieldcityhall.com

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

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

Issued May
2004

COMMONWEALTH OF MASSACHUSETTS

CONTRACTOR AUTHORIZED SIGNATORY LISTING

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

PROOF OF AUTHENTICATION OF SIGNATURE

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

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

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

Title:

X *Domenic J. Janno*

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

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

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

Oct 28, 2015

My commission expires on:

STEPHANIE A. LIEBL
Notary Public

My Commission Expires September 29, 2017

AFFIX NOTARY SEAL

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

_____, 20____

AFFIX CORPORATE SEAL

SIGNATURES REQUIRED FOR CONTRACT EXECUTION

We have read and understand the scope of service and contract conditions for the Mass in Motion grant. We are aware that this grant will be reauthorized for a term of 2 years 9 months pending appropriation.

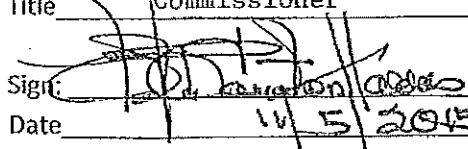
Municipality:

City of Springfield, Department of Health & Human Services

1. Authorized Signatory:

Print Name Helen Caulton-Harris

Title Commissioner

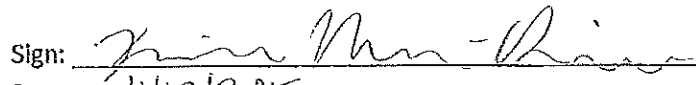
Sign: 

Date 11/5/2015

2. Mass in Motion Coordinator/Grant Manager:

Print Name Kiah McAndrew-Davis

Title Program Director (Mass in Motion)

Sign: 

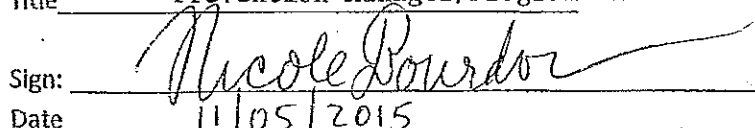
Date 11/10/2015

We have read and understand the scope of service and contract conditions for the 1422 grant.

3. 1422/Grant Manager:

Print Name Nicole Bourdon

Title Prevention Manager/Program Director 1422

Sign: 

Date 11/05/2015



City of Springfield

ADOPTED

Meeting: 07/20/15 07:00 PM

Initiator: Melanie Acobe

Sponsors: Mayor Domenic J. Sarno

DOC ID: 3117

Mass in Motion- 1422 Grant Increase - No Match Required \$351,200 (Mayor Sarno)

WHEREAS, the Springfield Health and Human Services Department has been awarded a Mass in Motion- 1422 Grant Increase of \$351,200.00 from the Massachusetts Department of Public Health; and

WHEREAS, the purpose of the grant is to support the Mass in Motion Municipal Wellness and Leadership Initiative by implementing local policy, systems and environmental change strategies to prevent and reduce overweight/obesity, chronic disease and associated risk factors and to create healthier communities; and

WHEREAS, the Department intends to use the grant funds to create a multi-sector partnership to develop and implement community-level strategies that focus on reducing disparities and health inequities; 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:

Mass in Motion- 1422 Grant Increase - No Match Required \$351,200

RESULT:	PASSED BY VOICE VOTE
----------------	-----------------------------



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

CHARLES D. BAKER
 Governor

KARYN E. POLITO
 Lieutenant Governor

MARYLOU SUDDERS
 Secretary

MONICA BHAREL, MD, MPH
 Commissioner

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

December 21, 2015

Helen Caulton-Harris
 City of Springfield
 95 State Street, Suite 201
 Springfield, MA 01103

Re: **Mass in Motion**
Contract#: INTF4200P01502925067

Dear Ms. Caulton-Harris:

The Massachusetts Department of Public Health is increasing your Mass in Motion FY16 contract for a Wayfinding Campaign on the State and Local Public Health Actions to Prevent Obesity, Diabetes, Heart Disease and Stroke grant (1422 Grant).

Your new award is as follows:

Current Maximum All Years:	\$956,200.00
Current Maximum Obligation FY2016	\$741,200.00
FY2016 Increase:	\$ 24,350.00
New MO for FY2016:	\$765,550.00
Total Maximum Obligation for All Years (FY15-FY17):	\$980,550.00

Options to Renew: Yes
 Change of Scope Required: Yes
 Conditions Attached: Yes
 Federal Funds: Yes

This award is subject to funding by the legislature and/or federal grantor. Because this is a multi-year award, the funding specifications as defined within each fiscal year's award amount on the face page of the contract are specifically restricted to use during that fiscal year. Future year awards will be obligated separately prior to the beginning of each new fiscal year.

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

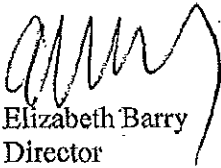
An annual contract performance review process will be conducted for this contract. The contract performance review will include the examination of the results and measures component of the contract as well as overall performance related to the Scope of Service and DPH Contracting Principles.

Program Contact: Melissa Lucien, 617-624-5539, melissa.lucien@state.ma.us

Purchase of Service Contact: Luz Bonano, 617-0624-5812, luz.bonano@state.ma.us

On behalf of the Department, I want to thank you for your continued commitment to improve the health of the people of the Commonwealth.

Sincerely,



Elizabeth Barry
Director

Administration and Finance
Bureau of Community Health and Prevention

Cc. Nicole Bourdon

Scope of Services

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

Contract ID #: **CITY OF SPRINGFIELD - INTF4200P01502925067**

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

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

See award letter attached

Contract Amendment

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

☒ Increase

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

The Massachusetts Department of Public Health is increasing your Mass in Motion FY16 contract by \$24,350 for a Wayfinding Campaign on the State and Local Public Health Actions to Prevent Obesity, Diabetes, Heart Disease and Stroke grant (1422 Grant).

☐ Decrease

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

☐ Other

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

City of Springfield
Contract # INTF4200P01502925067

Mass in Motion Scope of Work and Contract Conditions
MIM FY16 Max Obligation - \$60,000.00 (July 1, 2015 – June 30, 2016)

SCOPE OF WORK

The purpose of the Mass in Motion Municipal Wellness and Leadership Initiative is to implement local policy, systems and environmental change strategies to prevent and reduce overweight/obesity, chronic disease and associated risk factors and to create healthier communities. Interventions will focus on healthy eating, active living, and promotion of healthy and safe physical environments. The initiative is municipal led with the creation of a multi-sector partnership to develop and implement the community-level strategies. Grantees will use the funds to transform where their residents live, work, play and go to school so that they can lead healthier, more productive lives. Grantees should focus on reducing disparities and health inequities. Strategies must be consistent with best practices from the Centers for Disease Control and Prevention (CDC) and evidenced-based practice such as recommendations from the Institute of Medicine and Robert Wood Johnson Foundation. Mass in Motion is a multi-faceted initiative and all local strategies as part of the Municipal Wellness and Leadership program must be consistent with state-wide, MDPH lead Mass in Motion efforts.

Examples of comprehensive approaches to healthy eating and active living for community-level strategies include:

Increasing accessibility, availability, affordability and identification of healthful foods in communities by:

- Creating incentives to attract supermarkets or grocery stores to underserved neighborhoods or enabling current small stores in underserved areas to carry healthier, affordable and culturally appropriate food items
- Enhancing accessibility to grocery stores through public safety efforts such as better outdoor lighting and community policing or realigning bus routes or providing other transportation to ensure residents can access supermarkets and grocery stores easily and affordably through public transportation
- Requiring menu labeling in restaurants not covered by federal law
- Offering incentives for restaurants and convenience stores that promote healthier options and/or make healthier options more readily available
- Encouraging use of SNAP and WIC benefits at farmers' markets by obtaining equipment to allow for use of EBT cards and/or leveraging additional funds to match EBT purchases.
- Introducing or modifying land use policies/zoning regulations to promote, expand, and protect potential sites for community gardens and farmers' markets, such as vacant

municipal-owned land or unused parking lots, particularly in underrepresented communities/neighborhoods

- Requiring that plain water be available in municipally operated and administered outdoor areas and facilities and/or adopt building codes to require access to and maintenance of fresh water drinking water foundations
- Establish nutritional standards and guidelines for use at food pantries and meal sites

Reducing access to and consumption of calorie-dense, nutrient poor foods by:

- Implementing zoning designed to limit the density of fast food establishments in residential communities and/or adopt land use and zoning policies that restrict fast food establishments near school grounds and public playgrounds
- Reducing advertising and marketing of calorie-dense, nutrient-poor foods and beverages near school grounds and public places frequently visited by youth
- Creating incentive or recognition programs to encourage grocery stores and convenience stores to reduce point-of-sale marketing of calorie-dense, nutrient-poor foods

Increasing opportunities for physical activity in communities by:

- Adopting joint use agreements to make facilities available for recreational use by children, adults and families
- Establishing a community-wide safe routes to school initiative to increase walking and bicycling to school on a daily basis
- Building and/or maintaining parks and playgrounds that are safe and attractive for playing and in close proximity to residential areas and/or adopt community policing strategies that improve safety and security for park and playground use

Improving the built environment to advance opportunities for healthy living by encouraging walking/bicycling (for transportation and recreation), increasing access to public transportation and improving access to healthy food for people of all and ages and abilities by:

- Incorporating health (with measurable goals and objectives) into municipal plans such as comprehensive/master plans, open space plans, etc.
- Conducting Health-Based zoning/ordinance/regulation reviews that assess barriers to active transportation, public transit access, access to healthy food and access to green/open space
- Adopting pedestrian, bicycle and public transit master plans to develop a long-term vision for walking, bicycling and access to public transit that include measurable goals and objectives
- Establishing active design standards/guidelines for use with all new development projects
- Establishing and implementing local "complete streets" policies that include measurable goals and objectives

- Establishing community protocols (including use of Health Impact Assessments) to assess impact of built environment related changes on community health and well being
- Developing healthy community design checklists and establishing cross-disciplinary teams (planning, health, public works, transportation, council on aging) to review and assess all proposed developments

CONTRACT CONDITIONS

Required program components include:

- Collaborate with other DPH funded programs and partners such as Massachusetts Tobacco Cessation and Prevention Program (MTCP), Bureau of Substance Abuse Services (BSAS), Violence and Injury Prevention, Prevention and Wellness Trust Fund (PWTF) and other initiatives to strengthen local policy promotion and creation of healthier communities.
- Apply a health equity lens to local efforts. Target populations and/ or areas at highest risk for overweight, obesity, chronic disease and related negative health outcomes when selecting strategies and engaging partners.
- Support youth development and engagement activities aimed at community improvements/change.
- Each program should have one Individual Program Coordinator (at least .5 FTE) who is able to coordinate policy, systems and environmental strategies, multi-sector partnership and grant requirements. Depending on the size of the grant, additional staff or consultants can be funded to work on grant activities.
- Establish and coordinate of a multi-sector partnership to support community-level strategies. The partnership should:
 - Include municipal and community-based partners
 - Be reflective of stakeholders that can impact the selected strategies
 - Ensure inclusion of community members
- Implement a minimum of three community-level strategies that address healthy eating and active living. Grantees must implement strategies that are broad based policy, systems and environmental change strategies aimed at creating conditions to support and reinforce healthy behaviors for people of all ages and abilities and for populations experiencing disparities. Grantees are required to take a comprehensive approach and include both healthy eating and active living strategies in their annual work plan.

Cost categories

- Staff time
- Fringe
- Payroll taxes
- Program supplies
- Travel should primarily be in-state. Out-of-state travel will only be permissible when pre-approved by DPH

- Contractual costs
- Administrative/overhead/indirect costs of up to 15% for the lead municipality and/or regional agency
- Utilities

Allowable Expenses

To be considered an allowable expense, costs must meet the following general criteria:

- Be necessary and reasonable for proper and efficient operation of the program.
- Be permissible under applicable state and/or federal laws and regulations.
- Be the net amount after applying all applicable credits, such as purchase discounts, project-generated income, and adjustments of overpayments.
- Must not be included as a cost in any other project or grant.

Non-Allowable Expenses

- Supervisor and administrative time should be limited to .1 FTE unless DPH provides prior approval.
- Food expenses outside of food for meetings and trainings or food demos that support work plan strategies (ex. EBT matching dollars, purchase of produce, gift cards, vouchers, coupons etc.)
- Equipment (ex. computers, laptops, cell phones, furniture, construction equipment, playground equipment, gym equipment, etc.) unless DPH provides prior approval.
- Gift cards/coupons/vouchers
- Recipients may not use funds for litigation and/or for directly or indirectly participating in, or intervening in, any political campaign on behalf of (or in opposition to) any candidate for elective public office.

Fiscal Performance Requirements

- First quarter funds will be released to lead municipality upon 1) DPH receipt of a signed contract and initial FY15 budget and 2) signatures by authorized signatory and project manager accepting the terms of these contract conditions. Future payments will be issued to the lead municipality on a quarterly basis upon receipt of quarterly expenditure reports and approved workplan.
- Programs will be required to submit quarterly expenditure reports. Reports will be due at the end of each quarter on or before the 31st of the following month (ex. Jan 31st, Apr 30th, Jul 31st etc.). Failure to submit reports by required deadline may result in subsequent payments being withheld.
- Any unspent funds must be returned to DPH at the end of each fiscal year.

- Backup documentation on all expenses such as invoices, receipts and timesheets are required to be kept until end of grant and archived for seven years after contract ends.

Programmatic Performance Requirements

- Programs must complete a comprehensive annual work plan with target (objectives) and milestones using guidelines provided by MDPH. Programs must submit and receive DPH approval of their FY15 work plan with aligned budget before the end of the first quarter (December 31, 2014) in order to receive payment for the second quarter. Revised budgets with a change in key personnel, deviance of more than 15% or significant change of scope will require a budget change request.
- Programs will submit quarterly progress reports on work plan milestones and participate in Mass in Motion evaluation and data collection activities as requested. Reports are due at the end of each quarter on or before the 15th of the following month (ex. Jan 15th, Apr 15th, Jul 15th etc.). Failure to submit reports by required deadline may result in subsequent payments being withheld.
- Programs need to attend required meetings, trainings and webinars. An annual calendar of required meetings, trainings and webinars will be provided.
- Programs will be required to participate in site visits and fiscal audits as deemed necessary by DPH.
- Programs will be required to receive technical assistance deemed necessary by MDPH in order to successfully implement strategies.
- In order to ensure consistent Mass in Motion messaging, programs will be required to work with communications technical assistance providers when seeking earned media opportunities.
- Attribution for DPH funded activities on press releases, flyers etc. should include the Mass in Motion logo and the following language *"This program is funded by Mass in Motion, an initiative of the Massachusetts Department of Public Health."*
- Programs should adopt the MDPH Healthy Meetings and Events Guide for all grant funded meetings and activities. <http://www.mass.gov/eohhs/docs/dph/com-health/nutrition-phys-activity/healthy-meeting-event-guide.pdf>
- Programs will use the Massachusetts Healthy Community Design Toolkit to inform strategies aimed at improving the built environment to advance opportunities for healthy living by encouraging walking/bicycling (for transportation and recreation), increasing access to public transportation and improving access to healthy food for people of all and ages and abilities. http://www.pvpc.org/sites/default/files/files/HCDT_2ndEdition_140624_01.pdf

Addendum to Scope

State and Local Public Health Actions to Prevent Obesity, Diabetes, Heart Disease and Stroke grant (1422 Grant) Scope and Deliverables

Current 1422 FY16 (July 1, 2015 – March 29, 2016) Funds extended until 3/29/16	\$351,200.00
FY2016 1422 Increase: (\$330k 11/1/15 -6/30/16)	\$330,000.00
FY2017 1422 Increase: (\$110k 7/1/15 -9/29/16).	\$110,000.00
Total 1422 Funds:	\$791,200.00

Scope of Work

The purpose of this funding is to support implementation of population-wide and priority population approaches to prevent obesity, diabetes, and heart disease and stroke and reduce health disparities in these areas among adults. There are two components to this funding - Component 1 and Component 2.

Component 1 is to support environmental and system approaches to promote health, support and reinforce healthful behaviors, and build support for lifestyle improvements for the general population and particularly for those with uncontrolled high blood pressure and those at high risk for developing type 2 diabetes. Populations at high risk for type 2 diabetes include those with prediabetes or those who have a sufficient number of risk factors on evidence-based risk tests that put them in a high risk category. Component 1 Policy, Systems, Environmental (PSE) Change Strategies must be aligned with existing MIM PSE strategies.

Component 2 will support health system interventions and community-clinical linkages that focus on the general population and priority populations. Priority populations are those population subgroups with uncontrolled high blood pressure or at high risk for type 2 diabetes who experience racial/ethnic or socioeconomic disparities, including inadequate access to care, poor quality of care, or low income.

Specific grant deliverables include:

Partnership Building

- Develop local partnership to support implementation of grant deliverables

Healthy Eating

- Collaborate with one hospital in their community to support the implementation of the MA nutrition standards in vending machines and cafeteria.
- Participate in the larger regional HCWH Healthy Hospital Initiative (HHI) to align the Enhanced MIM community hospital work to the MA nutrition standards (healthy vending and cafeteria) and share best practices.
- Work with large grocers, small markets and food pantries to increase access to and to promote healthier foods.

Built Environment

- Work with local Councils on Aging and CBOs to implement Keep Moving walking clubs.
- Work with local schools and CBOs to draft and implement joint use agreements.
- Identify and develop maps of current walking trails, in combination with additional data such as Census data on neighborhood poverty and crime data.
- Sign and publicize additional walking routes with emphasis on connectivity between housing, goods and services, and natural resources and coordinate walking path efforts that cross jurisdictional lines.
- Develop and/or implement transportation and community plans that promote walking
- Coordinate Keep Moving Walking Clubs with walking route efforts

Diabetes/Worksites

- Offer at least two DPP sessions per year in the community.
- Send a representative to DPH's statewide network promoting insurance coverage of DPP.
- Recruit worksites to participate in DPH's "PWTF Worksite Wellness Program".

Healthy systems/Quality Improvement

- Identify a quality improvement team
- Team will attend QI training
- Will identify QI initiatives to improve identification and management of hypertension and diabetes
- Implementation of QI strategies to address gaps
- Provide aggregate data for QI work and grant reporting purposes
- Assess gaps in clinical support and identify roles for non-physician team member
- Assess and identify community resources that will assist with population health management
- Assess role of community health worker for patient education and community linkages in practice
- Initiate and implement a bi-directional e-referral systems to community resources
- Team must attend/participate in a monthly meeting/call
- Team must participate in learning sessions
- Team will identify hypertension and/or diabetes lead for grant
- Team must participate in BP train the trainer
- Team must participate in Hypertension CME

Community Health Workers

- Hire CHWs to support patients with HTN, who are at risk for Diabetes and who have Diabetes to improve and manage their health
- Engage CHWs to provide self-management support to patients with HTN
- Engage in appropriate training for CHWs and their supervisors
- Engage in quality improvement activities developed by clinical teams
- Promote the sustainability of CHWs

Pharmacy

- Conduct a pilot around community pharmacist intervention for HTN and diabetes

Evaluation

- Dedicate about 10-12% of their budget for evaluation needs
- Provide de-identified clinical data (EHR) to track QI outcomes/progress
- Work with clinical partner to establish an electronic system for physician referrals to lifestyle change programs in the community
- Report on the number of public institutions, worksites, & hospitals with formal nutrition and beverage standards
- Report the number of retail venues in the community that promote healthier food access through increased availability, and improved pricing, placement and promotion
- Report the number of schools, parks, community centers, trails, playgrounds, worksites, and other sites with shared-use/joint use agreements present in their jurisdiction
- Provide a list of all pharmacies in the grantee's jurisdiction

Fiscal Guidance

- Funds must be equally split 50/50 between Component 1 and Component 2
- 70% of Component 1 funds must be spent on Diabetes related activity
- 30% of Component 1 funds must be spent on HDSP related activity. CDC has directed that these funds go towards strategies to improve nutrition standards.
- 30% of Component 2 funds must be spent on Diabetes related activity
- 70% of Component 2 funds must be spent on HDSP related activity
- Food expenses outside of food for meetings and trainings are non-allowable
- Equipment (ex. computers, laptops, cell phones, furniture, construction equipment, playground equipment, gym equipment, etc.) unless DPH provides prior approval are non-allowable
- Gift cards/coupons/vouchers are non-allowable
- Recipients may not use funds for litigation and/or for directly or indirectly participating in, or intervene in, any political campaign on behalf of (or in opposition to) any candidate for elective public office.

Strategy Based Funding Guidance

Healthy Retail

- Grant funds cannot be used to purchase equipment or monetary incentives for retailers.

Built Environment

- Grant funds cannot be used to implement recreational programming resulting from joint use agreements.
- Need to coordinate funds for Walk Boston and RPAs that were included in community budget to ensure coordination with state identified funds for the same contractors

- Mode shift goal planning will be accomplished by contracting with the appropriate regional planning agency serving the funded communities. Physical activity targets will be led by DPH epi staff which will coordinate with the community and its contractors (e.g RPA's)

Diabetes Prevention and Worksite Wellness

- Communities cannot pay staff to run Diabetes Prevention Program (DPP) but can (through October 2016) cover or subsidize participant cost.
- DPH will provide course materials as long as we are able (many in stock).
- Funds cannot be used to support salary for registered dietitians to provide nutrition counseling, nor is nutrition counseling considered "lifestyle change".

Health Systems and Quality Improvement

- Cannot pay for Blood pressure monitors
- Cannot pay for gym membership

Community Health Workers

- CHW can be paid for linkages related efforts for both HTN, pre-diabetes and diabetes.
- Communities cannot pay for CHWs to conduct Diabetes or pre-Diabetes related self-management or health education related activities

Pharmacy Intervention

- Pharmacists cannot be paid to deliver the intervention. Community pharmacist is defined as one working in an independent or chain pharmacy. This does not include pharmacists working within a CHC, even if it is a retail 340b pharmacy within a CHC.

Evaluation

- Dedicate about 10-12% of budget for evaluation activities

Addendum to Scope

State and Local Public Health Actions to Prevent Obesity, Diabetes, Heart Disease and Stroke grant (1422 Grant) Scope and Deliverables

Current 1422 FY16 (July 1, 2015 – March 29, 2016)	\$351,200.00
FY2016 Year 1 Funds Increase: (Dec 28, 2015 – March 29, 2016)	\$24,350.00
Total New Year 1 FY16 1422 funds	\$375,550.00
Other FY2016 1422 Funds (\$330k 11/24/15 -6/30/16)	\$330,000.00
FY2017 1422: (\$110k 7/1/15 -9/29/16)	\$110,000.00
Total 1422 Funds:	\$815,550.00

Scope of Work

WalkBoston and their design consultant will develop a pilot pedestrian wayfinding program in a discrete study area or areas in Springfield. The wayfinding program will be designed to encourage utilitarian walking. The wayfinding program will be specific to a community's needs, neighborhood features, existing infrastructure, and existing signage programs. The program will include:

- 1) Identifying the most effective sign locations within the pilot area to promote increased walking by identifying locations for 1) signs that reduce pedestrian confusing and make it easier to navigate and 2) signs that identify destinations and delineates the time it takes to walk to each location. Destinations may include community landmarks, downtown centers, transit stations/stops, institutions, healthy markets, community centers, and other places of interest.
- 2) Revise WalkBoston's existing sign template to best serve Springfield's need. Work with the community to determine which installation method is most appropriate and create the resulting signs.
- 3) Work with community partners to develop an evaluation method to gauge whether the signage program is effective in promoting walking.

- Mode shift goal planning will be accomplished by contracting with the appropriate regional planning agency serving the funded communities. Physical activity targets will be led by DPH epi staff which will coordinate with the community and its contractors (e.g RPAs)

Diabetes Prevention and Worksite Wellness

- Communities cannot pay staff to run Diabetes Prevention Program (DPP) but can (through October 2016) cover or subsidize participant cost.
- DPH will provide course materials as long as we are able (many in stock).
- Funds cannot be used to support salary for registered dieticians to provide nutrition counseling, nor is nutrition counseling considered "lifestyle change".

Health Systems and Quality Improvement

- Cannot pay for Blood pressure monitors
- Cannot pay for gym membership

Community Health Workers

- CHW can be paid for linkages related efforts for both HTN, pre-diabetes and diabetes.
- Communities cannot pay for CHWs to conduct Diabetes or pre-Diabetes related self-management or health education related activities

Pharmacy Intervention

- Pharmacists cannot be paid to deliver the intervention. Community pharmacist is defined as one working in an independent or chain pharmacy. This does not include pharmacists working within a CHC, even if it is a retail 340b pharmacy within a CHC.

Evaluation

- Dedicate about 10-12% of budget for evaluation activities

Addendum to Scope

State and Local Public Health Actions to Prevent Obesity, Diabetes, Heart Disease and Stroke grant (1422 Grant) Scope and Deliverables

Current 1422 FY16 (July 1, 2015 – March 29, 2016)

\$351,200.00 ✓

FY2016 Year 1 Funds Increase: (Dec 28, 2015 – March 29, 2016)

\$24,350.00 } YR 1

Total New Year 1 FY16 1422 funds

\$375,550.00

Other FY2016 1422 Funds (\$330k 11/24/15 -6/30/16)

\$330,000.00 } YR 2

FY2017 1422: (\$110k 7/1/15 -9/29/16)

\$110,000.00

Total 1422 Funds:

\$815,550.000

Scope of Work

SIGNATURES REQUIRED FOR CONTRACT EXECUTION

We have read and understand the scope of service and contract conditions for the Mass in Motion grant. We are aware that this grant will be reauthorized for a term of 2 years 9 months pending appropriation.

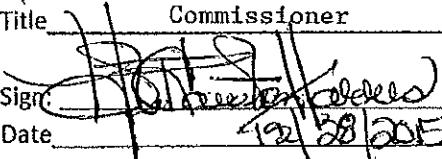
Municipality:

City of Springfield, Department of Health & Human Services

1. Authorized Signatory:

Print Name Helen Caulton-Harris

Title Commissioner

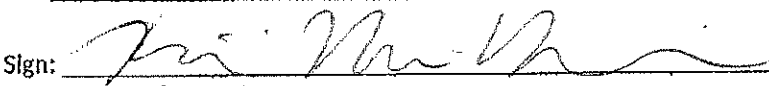
Sign: 

Date 12/28/2015

2. Mass in Motion Coordinator/Grant Manager:

Print Name Kiah McAndrew Davis

Title Mass in Motion Program Director

Sign: 

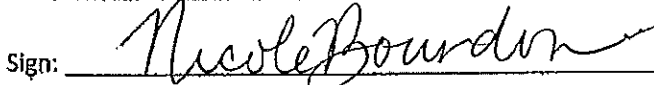
Date 12/29/2015

We have read and understand the scope of service and contract conditions for the 1422 grant.

3. 1422/Grant Manager:

Print Name Nicole Bourdon

Title 1422 Program Director

Sign: 

Date 12-23-2015



City of Springfield

ADOPTED

Meeting: 04/04/16 07:00 PM
Initiator: Christopher Fraser
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3448

5

Highway Safety Sustained Enforcement Program (STEP) Grant - No Match \$125,000 (Mayor Sarno)

WHEREAS, the Police Department ("Department") has been awarded a "Highway Safety Sustained Enforcement Program (STEP) Grant" of \$125,000.00 From the Executive Office Of Public Safety and Security (EOPSS); and

WHEREAS, the purpose of the grant is for the Department to proceed with the FFY16 Highway Safety Sustained Enforcement Program;

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

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

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

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

Highway Safety Sustained Enforcement Program (STEP) Grant - \$125,000

RESULT: PASSED BY VOICE VOTE



REQUEST FOR GRANT SETUP

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

All fields are mandatory.

Date of Request 3-25-2016

Department Requesting Grant Setup Police

Department Phone # (Please include extension) 787-6385

Name and Title of Person to Contact in Case of Questions Lisa Willis

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

If yes, please indicate your previous project number: 69315

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

Grant Type:

State – Highway

Federal Pass-Through DOE– School

Federal Direct– School

Federal – City

State DOE– School

State Other – School

XX State – City

Private/Other

Grant Name: Highway Safety Sustained Enforcement Program (STEP)

Total Grant Amount Awarded: \$ 125,000

Is this a Reimbursable Grant?

(Y/N) YES

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

If it is a Reimbursable Grant, please enter Grantor contact information or the CID # if

Grantor is already in the customer file:

Entity Name	Executive Office Of Public Safety
Contact Person	Diane Perrier
Street Address	10 Park Plaza Suite 3720
City, State, Zip Code	Boston, MA 02116
Telephone	617-725-3301
Fax	617-725.0260
E-Mail	Diane.Perrier@state.ma.us

Actual Award Date 3/24/2016

Board Approval Date

Start Date

Expiration Date September 30, 2016

Renewal Action Date (optional)

If there are any Matching Funds:

Type

Percent

Amount

Comments re: Description/Purpose of Grant

Comments re: Conditions/Restrictions of Grant

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

What is the required drawdown frequency?

(Ex: Monthly, Quarterly)

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

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

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

Org Code:

Object Codes: 506000 - \$125,000

530105 - \$

542300 - \$

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

Office of the Governor
Commonwealth of Massachusetts

State House
Boston, Massachusetts 02133
Tel: (617) 725-4000

KARYN E. POLITO
Lieutenant Governor

March 24, 2016

Chief John Barbieri
Springfield Police Department
130 Pearl Street
Springfield, MA 01103

Dear Chief Barbieri:

We are pleased to inform you that the Executive Office of Public Safety and Security's Highway Safety Division has awarded the Springfield Police Department \$125,000 in grant funding through the FFY 2016 Sustained Traffic Enforcement Program (STEP).

All the necessary documents needed to execute this award have been provided by the Highway Safety Division of the Executive Office of Public Safety and Security via email to your office. Feel free to contact Deb Firlit at deborah.firlit@state.ma.us if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Charles D. Baker".

Governor Charles D. Baker

A handwritten signature in black ink that reads "Karyn E. Polito".

Lt. Governor Karyn E. Polito

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

CONTRACTOR LEGAL NAME: City of Springfield, Police Department (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office of Public Safety & Security MMARS Department Code: EPS	
Legal Address: (W-9, W-4, T&C): 130 Pearl Street, Springfield, MA 01103		Business Mailing Address: 10 Park Plaza, Suite 3720, Boston, MA 02116	
Contract Manager: Sgt. Brian Elliott		Billing Address (if different):	
E-Mail: belliott@springfieldpolice.net		Contract Manager: Diane Perrier	
Phone: 413-787-6318	Fax: 413-787-6663	E-Mail: Diane.Perrier@state.ma.us	
Contractor Vendor Code: VC6000192140		Phone: 617-725-3301	Fax: 617-725-0260
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): 2016SPRINGFIELDSTEPX	
RFR/Procurement or Other ID Number: Grant Application			
☒ NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ☐ Statewide Contract (OSD or an OSD-designated Department) ☐ Collective Purchase (Attach OSD approval, scope, budget) ☒ Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) ☐ Emergency Contract (Attach justification for emergency, scope, budget) ☐ Contract Employee (Attach Employment Status Form , scope, budget) ☐ Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)		☐ CONTRACT AMENDMENT Enter Current Contract End Date Prior to Amendment: ____, 20__. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) ☐ Amendment to Scope or Budget (Attach updated scope and budget) ☐ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ☐ Contract Employee (Attach any updates to scope or budget) ☐ Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. ☒ Commonwealth Terms and Conditions ☐ Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. ☐ Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) ☒ Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$ 125,000.00 _____.			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __% PPD; Payment issued within 20 days __% PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: ☒ agree to standard 45 day cycle __ statutory/legal or Ready Payments (G.L.c. 29, § 23A); __ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy .)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) FFY2016 Highway Safety Sustained Traffic Enforcement Program (STEP) AL-16-13-12/MAP21-405d \$62,500.00 OP-16-07-12/MAP21-405c \$62,500.00			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ☒ 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date . ☐ 2. may be incurred as of ____, 20__, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date . ☐ 3. were incurred as of ____, 20__, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of 09/30 , 2016 , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions , this Standard Contract Form including the Instructions and Contractor Certifications , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>[Signature]</u> Date: <u>3/16/16</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>John P. Elliott</u> Print Title: <u>Police Commissioner</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>[Signature]</u> Date: <u>3/24/16</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Art Kinsman</u> Print Title: <u>Executive Director, Office of Grants & Research</u>	



City of Springfield

ADOPTED

Meeting: 04/04/16 07:00 PM
Initiator: Yuan Feng
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3452

6

Repurpose of Donation Funds - \$24,105 (Mayor Sarno)

WHEREAS, the Office of Management and Budget was awarded a donation of grant funds from the Davis for the purpose of continuous improvement; and

WHEREAS, the value of the funds is \$24,105, which will not be used by the department after a reorganization deemed the funding unnecessary; and

WHEREAS, the City and donor agreed to repurpose the funds to support early education programs within the Springfield Public Schools; and

WHEREAS, Mayor Domenic J. Sarno supports and approves the repurpose of this donation from the Davis Foundation; 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 use of the donated funds, 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 hereby accepts the donation of the grant funds from the Western Regional Homeland Security Advisory Council on behalf of the City, and authorizes the Department to use the donation, without specific appropriation.

Repurpose Davis Foundation Donation - \$24,105

RESULT: PASSED BY VOICE VOTE



The Irene E. & George A.
Davis Foundation

March 15, 2016

Mr. Patrick Roach, CFO
Springfield Public Schools
1550 Main St., P. O. Box 1410
Springfield, MA 01103-1410

Dear Pat:

Thank you for your recent letter requesting that funds remaining from the Davis Foundation's 2010 grant in the amount of \$25,000 to the City of Springfield be repurposed to support early education in Springfield.

I am pleased to inform you that the Trustees have agreed to the redirection of the remaining funds in the amount of \$24,105 as follows:

- \$10,000 – to cover shortfall associated with Preschool Expansion Grant
- \$14,105 – in support of efforts in the SPS & PEG classes at Catharine St. location and other partner location sites

If you should have any questions regarding this amendment to the original grant terms, please do not hesitate to contact me at any time.

Sincerely,

Mary E. Walachy
Executive Director

MEW:cw

cc: Daniel Warwick, Superintendent
Laura Mendes, Supervisor of Prek-3rd Grade
TJ Plante, Chief Administrative Officer
Mindie Richter, Grants Director



City of Springfield

ADOPTED

Meeting: 04/04/16 07:00 PM
Initiator: Melanie Acobe
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3454

7

FY16 State Aid to Public Library Increase- No Match Required \$12,805.55 (Mayor Sarno)

WHEREAS, the Library Department has been awarded State Aid to Public Libraries Increase of \$12,805.55 From the Commonwealth of Massachusetts Board of Library Commissioners; and

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

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

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

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

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

FY16 State Aid to Public Library Increase - No Match Required \$12,805.55

Order (ID # 3454)

Meeting of April 4, 2016

RESULT: PASSED BY VOICE VOTE



Massachusetts Libraries

BOARD OF LIBRARY COMMISSIONERS

March 21, 2016

Stephen Cary, Trustee Chair
87 Pinewood Ave.
Springfield, MA 01108

re: Springfield City Library

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

FY2016 Library Incentive Grant (LIG)	\$ 51,051.08
FY2016 Municipal Equalization Grant (MEG)	\$ 98,244.73
FY2016 Nonresident Circulation Offset Award	\$ 4,048.74

Total	\$153,344.55

The state treasurer's office will issue this payment as an electronic transfer within the next few weeks.

Springfield will have received a total of \$293,883.55 in FY2016 State Aid to Public Libraries funds.

These awards are funded by Chapter 46, Acts of 2015, which states that awards should be placed in a separate account to be expended by the public library, without appropriation.

We have notified your municipal treasurer about this FY2016 State Aid to Public Libraries payment. However, you should contact the treasurer and/or accountant about the award amounts and confirm that the funds will be made available to the library.

Sincerely,

Dianne L. Carty

Dianne L. Carty
Director

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

Massachusetts Board of Library Commissioners
98 N. Washington St., Suite 401, Boston, MA 02114
P: 800-952-7403 (in-state only)
P: 617-725-1860
F: 617-725-0140

mass.gov/libraries
(consumer portal)

mass.gov/mbic
(agency site)

\$153,344.55
add'l funds awarded
28381105 461000 83

Attachment: State Aid Increase (3454 : FY16 State Aid to Public Library Increase- No Match Required \$12,805.55)



FY16 One Care Funding Grant Increase- No Match Required \$100.00 (Mayor Sarno)

WHEREAS, the Department of Elder Affairs has been awarded a Dual One Care Fund Rate Grant increase of \$100 from the Massachusetts Executive Office of Elder Affairs; and

WHEREAS, the grant funds provide counseling and assist Medicare/Medicaid beneficiaries ages 21-64 to know their rights and health insurance choices including Integrated Care Organizations in Massachusetts (One Care); and

WHEREAS, the Department intends to use the grant funds to provide expanded outreach plans to educate community-based disability agencies, providers, caregiver's and family members and support groups in an effort to target dually-eligible consumers ages 21-64 for information and access to One Care provider benefits. The department will ensure and provide access to a language interpreter line to serve limited English proficient (LEP) consumers within service area via telephone and provide on-going feedback to state office about counseling sessions, outreach activities and best practices; and

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

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

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

FY16 One Care Funding Grant Increase - \$100.00

Order (ID # 3455)

Meeting of April 4, 2016

RESULT: PASSED BY VOICE VOTE

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

CONTRACTOR LEGAL NAME: CITY OF SPRINGFIELD (and (d/b/a):)		COMMONWEALTH DEPARTMENT NAME: Executive Office of Elder Affairs	
Legal Address: (W-9, W-4, T&C): 36 Court St., Springfield, MA 01103-1699		Business Mailing Address: One Ashburton Place, 5th Floor Boston, MA 02108	
Contract Manager: Alicia Gormain or Kelle Ryan Collins		Billing Address (if different):	
E-Mail: agormain@springfieldcityhall.com or kcollins@springfieldcityhall.com		Contract Manager: Margarita Feldman	
Phone: 1-413-750-2693 Fax: 1-413-750-2604		E-Mail: margarita.feldman@state.ma.us	
Contractor Vendor Code: VC6000182140		Phone: 617-222-7423 Fax: 617-727-9368	
Vendor Code Address ID (e.g. "AD001"): AD_001		MMARS Doc ID(s): CT-ELD-DUALONECARE01192SPNG X	
(Note: This Address ID must be set up for EFT payments.)		RFR/Procurement or Other ID Number: ELD-RFR-2013-03	
NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ☐ Statewide Contract (OSD or an OSD-designated Department) ☐ Collective Purchase (Attach OSD approval, scope, budget) ☐ Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) ☐ Emergency Contract (Attach justification for emergency, scope, budget) ☐ Contract Employee (Attach Employment Status Form, scope, budget) ☐ Legislative Act or Order (Attach authorizing language/justification, scope and budget)		CONTRACT AMENDMENT Enter Current Contract End Date Prior to Amendment: June 30, 2015 Enter Amendment Amount: \$ 100.00 (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) ☒ Amendment to Scope or Budget (Attach updated scope and budget) ☐ Informal Contract (Attach justification for Informal Contract and updated scope/budget) ☐ Contract Employee (Attach any updates to scope or budget) ☐ Legislative Act or Order (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. ☐ Commonwealth Terms and Conditions ☒ Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 0.00. ☐ Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended). ☒ Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended): \$ 12,700.00			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ☐ % PPD; Payment issued within 15 days ☐ % PPD; Payment issued within 20 days ☐ % PPD; Payment issued within 30 days ☐ % PPD. If PPD percentages are left blank, identify reason: ☒ agree to standard 45 day cycle ☐ statutory/legal or Ready Payments (G.L. c. 29, § 23A); ☐ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Contract is extended through 6/30/2016 and funding of \$100 is added as a placeholder amount for SFY 10.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:			
☒ 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. ☐ 2. may be incurred as of, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. ☐ 3. were incurred as of, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of June 30, 2016 with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive the termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, the Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>[Signature]</u> Date: 6/25/15 (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Domonic J. Sarno, Mayor</u> Print Title: <u>Mayor of the City of Springfield, MA</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>[Signature]</u> Date: 6/26/15 (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Pato J. Tierman - Peggy Conneely</u> Print Title: <u>Director of Administration & Finance</u> <u>Accounting & Contracting</u>	

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

CONTRACTOR LEGAL NAME: CITY OF SPRINGFIELD (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office of Elder Affairs MMARS Department Code: ELD	
Legal Address: (W-9, W-4,T&C): 38 Court St., Springfield, MA 01103-1699		Business Mailing Address: One Ashburton Place, 5th Floor Boston, MA 02108	
Contract Manager: Alicia Germain or Katie Ryan Collins		Billing Address (if different):	
E-Mail: agermain@springfieldcityhall.com or kcollins@springfieldcityhall.com		Contract Manager: Margarita Feldman	
Phone: 1-413-750-2093 Fax: 1-413-750-2694		E-Mail: margarita.feldman@state.ma.us	
Contractor Vendor Code: VC6000192140		Phone: 617-222-7423 Fax: 617-727-9368	
Vendor Code Address ID (e.g. "AD001"): AD_001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): CT-ELD-DUALONECARE01192SPNG	
		RFR/Procurement or Other ID Number: ELD-RFR-2013-03	
NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ☐ Statutory Contract (OSD or an OSD-designated Department) ☐ Collective Purchase (Attach OSD approval, scope, budget) ☐ Department Procurement (includes State or Federal grants §15 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) ☐ Emergency Contract (Attach justification for emergency, scope, budget) ☐ Contract Employee (Attach Employment Status Form, scope, budget) ☐ Legislative, equal or Other: (Attach authorizing language/justification, scope and budget)		X CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: June 30, 2015 Enter Amendment Amount: \$ <u>100.00</u> (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) ☒ Amendment to Scope or Budget (Attach updated scope and budget) ☐ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ☐ Contract Employee (Attach any updates to scope or budget) ☐ Legislative, equal or Other: (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. ☐ Commonwealth Terms and Conditions ☒ Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under §15 CMR 9.00. ☐ Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) ☒ Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended): \$ <u>12,700.00</u> .			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___ % PPD; Payment issued within 15 days ___ % PPD; Payment issued within 20 days ___ % PPD; Payment issued within 30 days ___ % PPD. If PPD percentages are left blank, identify reason: ☒ agree to standard 45 day cycle ___ statutory/legal or Ready Payments (G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Contract is extended through 6/30/2016 and funding of \$100 is added as a placeholder amount for SFY 16.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ☒ 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date . ☐ 2. may be incurred as of, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date . ☐ 3. were incurred as of, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2016</u> with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions , this Standard Contract Form including the Instructions and Contractor Certifications , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in §01 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>Dominic J. Sarro</u> Date: <u>6/25/15</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Dominic J. Sarro, Mayor</u> Print Title: <u>Mayor of the City of Springfield, MA</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>Pats J. Tiernan</u> Date: <u>6/29/15</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Pats J. Tiernan</u> Print Title: <u>Director of Administration & Finance</u> <u>Accounting & Contracting</u>	

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NEW CONTRACTS (left side of Form):

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

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

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

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

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

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

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

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

CONTRACT AMENDMENT (Right Side of Form)

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

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

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

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

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

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

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

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



COMMONWEALTH TERMS AND CONDITIONS

Identify which Commonwealth Terms and Conditions the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See Vendor File and W-3s Policy.

COMPENSATION

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

PAYMENTS AND PROMPT PAY DISCOUNTS

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

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

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

ANTICIPATED START DATE

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

CONTRACT END DATE

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

CERTIFICATIONS AND EXECUTION

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

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

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

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

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

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

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

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

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

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

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

Public Records and Access. The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 185 and G.L. c. 11, s. 12 seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

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

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); 801 CMR 21.00 (Procurement of Commodity and Service Procurements, including Human and Social Services); 815 CMR 2.00 (Grants and Subsidies); 808 CMR 1.00 (Compliance, Reporting and Auditing for Human And Social Services); AICPA Standards; confidentiality of Department records under G.L. c. 68A; and the Massachusetts Constitution Article XVIII if applicable.

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

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

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

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

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

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

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

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

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

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the Federal Equal Employment Opportunity (EEO) Laws the Americans with Disabilities Act; 42 USC Sec. 12101, et seq., the Rehabilitation Act; 29 USC c. 18, s. 794; 29 USC c. 16, s. 701; 29 USC c. 14, 623; the 42 USC c. 45; (Federal Fair Housing Act); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 92A; G.L. c. 272, s. 98 and 98A, Massachusetts Constitution Article CXIV and G.L. c. 93, s. 103; 47 USC c. 5, s. 11, Part II, s. 256 (Telecommunication Act; Chapter 149, Section 105D, G.L. c. 151C, G.L. c. 272, Section 92A, Section 98 and Section 98A, and G.L. c. 111, Section 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order of any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and Resources.

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

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

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to G.L. c. 7 s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Consultant Contractor Certifications (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to G.L. Chapter 29, s. 29A). Contractors must make required disclosures as part of the RFR Response or using the Consultant Contractor Mandatory Submission Form.

Attorneys. Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to G.L. c. 30, s. 65, and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable Executive Orders (see also Massachusetts Executive Orders), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker.

Executive Order 130. Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC s. 999(b)(3)(4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by G.L.c. 151E, s. 2. A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 346. Hiring of State Employees By State Contractors. Contractor certifies compliance with both the conflict of interest law G.L. c. 268A specifically s. 5 (f) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will

be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Order 504. Regarding the Security and Confidentiality of Personal Information. For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth's Information Technology Division's Security Policies. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "Security Policies"; (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"); (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the Commonwealth's Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 21A, s. 3B for violations under M.G.L. c. 66A.

Executive Orders 523, 524 and 526. Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478). Executive Order 524 (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390). Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

FY: 2015

Amendment #3, if Applicable:

If Federal Funds, CFDA #: 93.626

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

Contractor Name: City of Springfield (Dept. of Elder Affairs)		Department Name: Executive Office of Elder Affairs	
Program Type: SHINE Counseling, Outreach and Training Consortia - ONE CARE FUNDING		Document ID #: CY-ELD- DUALONECARE01192SPNG	
Program Name: SHINE Program		UFR Program #:	
Program Address: 36 Court St.,		MMARS Activity Code: 8036	
City/State/Zip: Springfield, MA 01103-1699		Other Reference Information (Information Purposes Only):	
Contact Person: Allola Gernah or Katie Ryan Collins Telephone: 1-413-750-2893 fax - 1-413-750-2694		Contact Person: Cynthia Phillips, SHINE Director Telephone: (617) 222-7416	
RFR INFORMATION: Attached X RFR Reference # <u>RFR-2013-03</u> legislative exemption emergency collective purchase interim amendment			
SCOPE OF SERVICES: Bidder's Response Attached X Description of Services Attached			
TOTAL ANTICIPATED CONTRACT DURATION: <u>07/01/2014 to 06/30/2016</u>			
INITIAL DURATION: <u>07/01/2014 to 06/30/2015</u>			
OPTIONS TO RENEW: _____ options to renew for _____ years each option			

FISCAL TERMS

	FUNDING SUMMARY					
	Prior Years		Current Year		Future Years	
	FY	Amount	FY	Amount	FY	Amount
PRICE IS ESTABLISHED THROUGH: (CHECK 1, 2, OR 3)	2014	\$ 2,266.35	2015	\$10,333.65	2016	\$100.00
OPTION 1: PRICE AGREEMENT (list price) \$ _____ rate regulation (if any) _____						
OPTION 2: SUMMARY BUDGET ("T" lines only) unit rate _____ cost reimbursement _____ other _____						
OPTION 3: COMPLETE BUDGET X cost reimbursement unit rate _____ other _____						
	Total: \$2,266.35		Total: \$10,333.65		Total: \$100.00	
	Multi-Year Total: \$12,700.00					
CURRENT MAX OBLIGATION: <u>\$10,333.65</u> UNIT RATE: \$ _____ per _____ # BILLABLE UNITS: _____						
ADDITIONAL PAYMENT OR PRICE SPECIFICATIONS: Reimbursement will be made via Payment Voucher with the Executive Office of Elder Affairs Standard Invoice. Payment Vouchers are due at Elder Affairs on a monthly basis on the 10 th day of the month following the monthly service delivery period. It is incumbent upon the contractor to maintain all records, time sheets, documentation, ect, that supports the cost for which reimbursement is requested (including sub-contractors.)						

FY: 2015

Commercial Fee, if applicable, for for-profit contractors only (for informational purposes only; not to be included in the price paid by the Commonwealth): % \$; N/A for Cost Reimbursement A. \$ Subtotal of offsets which are for non-reimbursable costs. Non-reimbursable costs must be shown in detail on Attachment 5 when the program is subject to the provisions of



Transfer of Unexpended Bond Proceeds (Mayor Sarno)

WHEREAS, the City of Springfield seeks to apply unexpended bond proceeds resulting from project savings and scope changes from various bonded projects to the fund capital improvement costs for various City projects including: the Fire Department, School Buildings, Central Library and sidewalk/road repair; and

WHEREAS, the City issued its \$127,400,000 General Obligation State Qualified Municipal Purpose Loan of 2007 Bonds in part to finance school improvement projects (collectively, the "2007 Projects"); and

WHEREAS, the City issued its \$19,500,000 General Obligation State Qualified Municipal Purpose Loan of 2009 Bonds, Series A in part to finance fire station and South End redevelopment projects (together, the "2009 Projects"); and

WHEREAS, the City issued its \$49,262,000 General Obligation State Qualified Municipal Purpose Loan of 2015 Bonds, Series A dated February 12, 2015 in part to finance the Forest Park Middle School Project, the Roger L. Putnam Vocational Technical Academy construction project, and the Boston Road Corridor project (collectively, the "2015 Projects," and collectively with the 2007 Projects and the 2009 Projects, the "Projects"); and

WHEREAS, the Projects are now complete, no liabilities relating to the Projects remain, and it is desired that unexpended bond proceeds no longer needed for the Projects in the amount of (i) \$317,539 be used to fund infrastructure upgrades within the City's Fire stations, (ii) \$3,875,502 be used to fund capital improvement needs in the City's school buildings, (iii) 3,957,898 be used to fund the first phase of capital repairs for the Central Library, and (iv) \$102,330 be transferred to complete necessary road and sidewalk repair work; and

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

BE IT ORDERED THAT: That in accordance with Chapter 44, Section 20 of the General Laws, the \$8,253,323 unexpended balance of bond funds issued for Projects which have been completed and such amount is no longer needed for the Projects, is hereby appropriated by the City Council to pay for costs of infrastructure upgrades within the City's Fire stations, capital improvement needs in the City's school

buildings, capital repairs for the Central Library and road/sidewalk repairs, including the payment of any and all costs incidental and related thereto as follows:

From Account: Various, See Attached

To Account: Various, See Attached

The foregoing order requires a majority vote of all members of the City Council, in accordance with Chapter 44, Section 20 of the General Laws.

RESULT:	LAY ON TABLE -VOTE [12 TO 1]	Next: 5/2/2016 7:00 PM
MOVER:	Timothy C. Allen, Ward 7 Councilor	
SECONDER:	E. Henry Twiggs, Ward 4 Councilor	
AYES:	Hurst, Shea, Twiggs, Allen, Rooke, Ramos, Williams, Gomez, Ashe, Edwards, Walsh, Fenton	
NAYS:	Bud L. Williams	

City of Springfield
36 Court Street
Springfield, MA 01103



Division of Administration
and Finance

To: Springfield City Council
From: Timothy J. Plante, Acting Chief Administrative & Financial Officer
Date: April 4, 2016
Re: Order for Council Meeting – 4/4/2016
Cc: Mayor Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the April 4, 2016 Council meeting to transfer up to \$8,253,323 of unexpended bond proceeds from 2007, 2009 and 2015 bond issuances for various projects including infrastructure upgrades within the City's Fire stations, capital improvement needs in the City's school buildings, the first phase of capital repairs for the Central Library, and necessary road and sidewalk repair work.

Background: The Finance Control Board approved bond orders issued on April 15, 2009 and City Council approved bond orders issued on February 12, 2015 for various capital projects. Unexpended bond proceeds listed below are the result of project scope changes, and projects being completed under budget.

Part of the City's ongoing debt strategy is to reduce the debt schedule as much as possible, allowing more capital projects to be financed in future years. Part of this strategy includes repurposing unexpended bond proceeds whenever possible. Unexpended proceeds must be expended within a certain timeframe, in this case, 24 months. With that in mind, it's important we transfer proceeds to projects that are ready to be implemented in a short time frame. We will transfer unexpended bond proceeds strategically, reducing the City cost on the proposed projects listed below.

Unexpended Bond Proceeds								
Dept	FUND	Sign Off	Current Project Funded	Current Term	Available	PROPOSED PROJECT	New Term	Proposed Cost
DCAC	3261	Y	White St Fire Station	15	59,971	Vocal Alert System Upgrade	15	317,593
DCAC	3030	Y	South End Redevelopment	15	257,622			
FAC	3141	Y	Specific School Improvements	15	496,024	School Building Improvements	20	3,875,502
DCAC	3139	Y	Forest Park Middle School	20	3,379,478			
DCAC	3142	Y	Putnam Construction	20	3,957,898	Central Library Repairs	20	3,957,898
DPW	3565	Y	Boston Road	15	102,330	Roads/Sidewalks	20	102,330
			Balance Checked 3/28/2016		\$8,253,323			\$8,253,323

CAFO Certification: This memorandum will confirm that in my professional opinion, as the Acting Chief Administrative and Financial Officer, after an evaluation of all pertinent financial information reasonably available, that the City's financial resources and

Attachment: CAFO cert Unexpended Bond Proceeds (3451 : Transfer of Unexpended Bond Proceeds)

revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in this City Council Order, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

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

Transfer of Unexpended Bond Proceeds 4/4/2016
Account Numbers

<u>From Account:</u>	<u>Bond Project</u>	<u>3/28/16</u> <u>Balance</u>	<u>Transfer Proceeds to:</u>
3261-00-000-0000-0000-000000-00000000-104000-	White St Fire Station	59,971	Vocal Alert System Upgrade
3030-00-000-0000-0000-000000-00000000-104000-	South End Redevelopment	257,622	Vocal Alert System Upgrade
3141-00-000-0000-0000-000000-00000000-104000	Specific School Improvements	496,024	School Building Improvements
3149-00-000-0000-0000-000000-00000000-104000	Forest Park Middle School	3,379,478	School Building Improvements
3142-00-000-0000-0000-000000-00000000-104000	Putnam Construction	3,957,898	Central Library Repairs
3565-00-000-0000-0000-000000-00000000-104000	Boston Road	102,330	Roads/Sidewalks
		<u>8,253,323</u>	

<u>To Account:</u>	<u>Project</u>	<u>Transfer Totals:</u>
3430-00-000-0000-0000-000000-00000000-104000	Vocal Alert System Upgrade	317,593
3154-10-193-0000-0000-0000-000000-00000000-104000	School Building Improvements - Kennedy	892,000
3156-00-000-0000-0000-000000-00000000-104000	School Building Improvements - SPS	2,983,502
3026-00-000-0000-0000-000000-00000000-104000	Central Library Repairs	3,957,898
3568-00-000-0000-0000-000000-00000000-104000	Roads/Sidewalks	102,330
		<u>8,253,323</u>

City of Springfield

Memo

To: Anthony Wilson
From: Timothy Allen, Chairman
CC:
Date March 29, 2016
Re: Finance Committee

NOTICE OF MEETING

The Finance Committee of the City Council will meet on Thursday, March 31, 2016 at 3:00PM in Room 200 of City Hall. Your attendance is necessary to help expedite this matter. All interested parties are invited to attend. Thank you.

AGENDA

1. Discussion of Capital Improvement Plan.
2. Discussion of :Transfer of Unexpended Bond Proceeds.
3. All other matters brought properly before this committee.

Susan Kacoyannakis
Administrative Aide

**City of Springfield**

36 Court Street
Springfield, MA 01103

Meeting: 04/04/16 07:00 PM

Department: Law

Category: Local Law

Prepared By: Thomas Moore

Initiator: Thomas Moore

Sponsors: At-Large Councilor Timothy J. Rooke

DOC ID: 3456

TABLED

ORDINANCE (ID # 3456)

Amending City Ordinance Chapter 390

Please see attached materials

Please see attached materials

RESULT:

REFERRED TO COMMITTEE

Next: 5/2/2016 7:00 PM

AMENDING ARTICLE II CHAPTER 390 OF THE REVISED ORDINANCES OF THE CITY OF SPRINGFIELD, 1986, AS AMENDED, ENTITLED TAXICAB AND LIVERY VEHICLES, BY AMENDING THE ARTICLE TO CHANGE ITS TITLE AND TO ADD DEFINITIONS THERETO

ORD. NO: _____

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD AS FOLLOWS:

Section 1. Article II is hereby amended by adding “Transportation Network Companies” to the Title (e.g., “Article II. Taxicabs, Livery Vehicles, and Transportation Network Companies”).

Section 2. Section 390-6 of Chapter 390, Taxicab and Livery Vehicles, of the Code of the City of Springfield, is hereby amended by adding “whose only business involves servicing said contracts” to Definitions - Livery Vehicle, to read as follows:

“LIVERY VEHICLE

A limousine or other vehicle, primarily garaged or primarily engaged for hire in the City of Springfield, which is designed to carry passengers under prearranged contract for an agreed-upon hourly fare, or a motor vehicle on a schedule along a regular route without the use of a taximeter. “For hire” shall mean a vehicle hired to carry passenger(s) by either a prearranged contract for an agreed-upon hourly fare, an oral agreement for an agreed-upon hourly fare, or a direct-pay agreement with a taximeter. “Livery vehicle” shall not mean a charter, business courtesy, employee shuttle, or customer shuttle of a business that is not primarily engaged in transportation services. “Livery vehicle” shall also not mean any van or wheelchair van vehicle used by any contracted or licensed provider, licensed hospital, or its affiliates, of the Executive Office of Health and Human Services (EOHHS), including but not limited to the Department of Public Health, Human Service Transportation, and the Disability Determination Services; whose only business involves servicing said contracts, provided, however, that any contracted or licensed provider, licensed hospital, and its affiliates shall share all relevant vehicle safety information on an annual basis, upon-request of the Taxi and Livery Commission.”

Section 3. Section 390-8 of Chapter 390, Taxicab and Livery Vehicles, of the Code of the City of Springfield, is hereby amended by deleting the existing language in its entirety, and replacing it with the following:

“All livery vehicle owners and operators must obtain written approval from the City of Springfield Taxi and Livery Commission prior to operating a livery business within the City. All livery plated vehicles must have a livery license issued by the Registry of Motor Vehicles after obtaining written approval from the City of Springfield Taxi and Livery Commission. All taxicab and livery vehicle owners and operators shall abide by the City of Springfield Taxi and Livery Commission’s Ordinances and Rules and Regulations. All owners and drivers of taxicabs and livery vehicles shall be subject to such further rules, orders and regulations as may from time to time be promulgated by further ordinances or rules or orders of the Commission relating to the licensing and regulation of taxicabs and livery vehicles.”

Section 4. Section 390-6 of Chapter 90, Taxicab and Livery Vehicles, of the Code of the City of Springfield, is hereby amended by adding a new paragraph to Definitions -

“TRANSPORTATION NETWORK COMPANY:

A corporation, partnership, sole proprietorship or other entity, operating in the Commonwealth that uses a digital network to connect riders to drivers for the purposes of pre-arranging and providing transportation.

All Transportation Network Company owners, operators and drivers must obtain written approval from the City of Springfield Taxi and Livery Commission prior to operating a Transportation Network Company within the City.

In addition, all Transportation Network Company owners, operators and drivers shall abide by the City of Springfield Taxi and Livery Commission’s Ordinances and Rules and Regulations.

In the event that the Commonwealth of Massachusetts enacts laws and regulations establishing Department of Public Utilities oversight of Transportation Network Companies statewide, the Commonwealth of Massachusetts enacted laws and regulations will control the regulation of Transportation Network Companies.”

Approved as to Form:

Associate City Solicitor

Springfield Taxi and Livery

Meeting minutes

Location: City Hall, Room 220, 36 Court Street, Springfield, MA 01103

Date: August 11, 2015

Time: 4:15 p.m.

Attendees: Mr. Gil Perron

Officer Stephen Tyburski

Officer Rafael Vega

Atty. Maria Puppolo

Atty. Alesia Days

Marie Rivera

The Taxi and Livery Commission meeting commenced at 4:15 p.m.

APPROVAL OF MINUTES:

1. The Commission unanimously approved the minutes from the May 12, 2015 Taxi and Livery Commission meeting.
2. The Commission unanimously approved Commissioner Gil Perron to serve as the Chairperson of the Taxi and Livery Commission.

NEW BUSINESS:

1. Mr. David Serrano came before the Commission to contest his denial of his taxi operator application. He has an open assault and battery charge pending. According to the rules and regulations of the Taxi and Livery Commission, the following applicants are ineligible to be approved for a taxi or livery license:

Applicants who have any prior convictions for driving under the influence; for leaving the scene of property damage, or personal injury accidents; for drug distribution, any crimes of violence specifically, assault and battery by means of a dangerous weapon or sexual assault cases.

The Commission unanimously voted to deny Mr. Serrano's application.

2. Mr. Richard Barnett appeared before the Commission. He failed to appear at the March 10, 2015 Taxi and Livery Commission hearing and his taxi operator license was revoked at that time because he was involved in an automobile accident/leaving the scene of property damage. The date of the accident was March 1, 2015. There was some discussion as to whether Mr. Barnett received notice of his license revocation. Since he has a pending open case, which is scheduled to be heard in Springfield District Court on September 25, 2015, his should not qualify to possess a taxi license. However, his license was renewed by Ms. Lisa Placanica in error in late July 2015.

The Commission unanimously agreed to suspend Mr. Richard Barnett's taxi operator license due to his pending criminal case.

3. Review of New Applications:

a. Kenneth White's taxi application came before the Taxi and Livery Commission. The Commissioners reviewed his application for a taxi license and noticed that he possesses a conviction for a December 2014 Driving While Intoxicated (DWI) offense in Connecticut.

The Commission unanimously voted to further inquire of Mr. White's Connecticut conviction and to table his application until the next scheduled Taxi and Livery Commission meeting which will be held on September 8, 2015.

OLD BUSINESS:

1. The Commission reviewed the proposed changes to the Livery Ordinance that Attorney Puppolo prepared. Officer Vega suggested that the 4th sentence be changed to read:

All livery companies must have a business license issued by the City of Springfield Taxi and Livery Commission before obtaining a livery plate issued by the Registry of Motor Vehicles.

The Commission unanimously voted in favor of the proposed modification of the sentence above and the entire proposed language to the Livery Ordinance was unanimously approved by the Commission.

2. Attorney Peter Slepchuk also presented his proposed changes to the Livery Ordinance and his suggestions for a new ordinance to regulate the Transportation Network Companies (TNCs). Attorney Slepchuk argued in support of adding language to our existing livery ordinance to preclude livery companies that are currently exempt under the medical exclusion to transport non-medical passengers. He also debated his concerns about the lack of regulations for TNCs and the alleged inaction of the state to adopt state-wide regulations. His proposal emphasizes requiring the TNC owners and operators to obtain written approval from the City of Springfield Taxi and Livery Commission prior to operating a TNC within the City. The owner of Ace Taxi Company, Yasir Omar, as well as the owner of Yellow Cab Taxi Company spoke in favor of Attorney Slepchuk's proposal.

The Commission voted whether to approve Attorney Slepchuk's proposal. Commissioners Tyburski, Puppolo, and Vega voted against the proposal. Commissioner Perron voted in favor of the proposal. Attorney Slepchuk's proposal was denied.

ADMINISTRATIVE ISSUES:

1. Marie Rivera was introduced to the Commissioners as the new legal assistant for the Taxi and Livery Commission.
2. The new complaint forms were introduced. These forms should be submitted to the Licensing Office at City Hall, Room 204. They will also eventually be available online.

The next scheduled Taxi and Livery Commission meeting is scheduled for September 8, 2015 at 4:15 p.m. at City Hall, Room 220.

MEETING ADJOURNED at 5:27 p.m.

Respectfully Submitted,

Attorney Maria Puppolo

Maria T. Puppolo
Assistant City Solicitor

Law Department
 36 Court Street, Room 210
 Springfield, MA 01103
 Office: (413) 787-6085
 Direct Dial: (413) 750-2692
 Fax: (413) 787-6173
 Email: mpuppolo@springfieldcityhall.com



THE CITY OF SPRINGFIELD, MASSACHUSETTS

December 29, 2014

Memo: Update on State Regulations of Transportation Network Companies and The Livery Ordinance for the City of Springfield

Overview and Introduction:

Companies such as Uber and Lyft (hereinafter referred to as “transportation network companies” or “TNCs”) are redefining the way taxis and livery services are utilized worldwide. Simply, by downloading the appropriate app on a smartphone, one can book rides in town cars and other vehicles. The smartphone apps connect people who need rides with drivers. The drivers the company contracts with use their personal vehicles to transport passengers. Users pay electronically through the app, and no tips or cash are exchanged. Such transportation methods are more convenient and less costly than the traditional taxi and livery services. Certainly, many people argue that ridesharing companies are innovative and provide consumers with more transportation options. However, transportation network companies have come under close scrutiny over their hiring practices, lack of public safety measures¹ and insurance requirements for their employees.

¹ <http://www.bostonglobe.com/metro/2014/12/17/uber-driver-accused-rape-kidnapping-customer/KYnOQczKFqggfbnri2FpGL/story.htm>

In order to respond to the increasing demand for the regulation of transportation network companies, several states have enacted legislature to regulate this industry. A growing number of states, including California², Colorado³, Michigan⁴ and the District of Columbia⁵ have been at the forefront in codifying safety standards. The state regulations each require background checks on Uber drivers; a zero tolerance policy for prospective driver partners who have been convicted of a crime of violence, sexual abuse, burglary or robbery within the last 7 years or those who are a match on the national sex offender registry database or who have been convicted within the last 3 years of driving with a suspended or revoked license. Furthermore, valid inspections on all driver partners' vehicles, and additional safety inspections will be conducted annually. The DC regulations also require vehicles to be not more than 10 model years old at entry into service, and not more than 12 years of age while in service.⁶ The state regulations also require ridesharing drivers to have distinctions identifying them as Uber drivers that are created by Uber displayed on the exterior of their motor vehicles. All drivers must also carry primary liability insurance whenever a driver partner has the app on and primary liability insurance of up to \$1M from the moment a driver partner accepts a trip until its completion. In addition, all trip requests have to be done through the Uber app. No street hails are acceptable. Uber drivers also are required to have access to wheelchair accessible vehicles for persons with a disability. Uber drivers should have a clear display of how the fare is calculated as well as an option for an estimated fare.⁷

² <http://techcrunch.com/2013/09/19/cpuc-ridesharing-regulations/>

³ http://www.naic.org/documents/cipr_events_140819_colorado_sb.pdf

⁴ <http://legislature.mi.gov/documents/2013-2014/billintroduced/House/pdf/2014-HIB-5951.pdf>

⁵ <http://lims.dccouncil.us/Download/31519/B20-0753-CommitteeReport1.pdf>

⁶ Id.

⁷ <http://blog.uber.com/InnovationAct>

⁸ <http://www.boston.com/business/innovation/2014/12/10/patrick-eyeing-state-regulations-uber-lyft-massachusetts/QYhXAbNVhuqtBxbndcLRuM/story.html>

To date, the Commonwealth of Massachusetts is actively working on regulating TNCs. Although there are no general laws passed as of yet, Massachusetts has been actively reviewing the feasibility of regulating transportation network companies.⁸ Governor Deval Patrick along with Governor-Elect Charlie Baker have proposed new regulations that would subject the transportation network companies to state oversight. The draft regulations would give enforcement authority to the Department of Public Utilities (hereinafter “DPU”) who would require drivers to be 21 years old and possess a valid driver’s license and proof of personal motor vehicle insurance. The drivers would also be subject to criminal background checks, and prohibited from driving if they have committed certain crimes or have a history of traffic violations. Moreover, the TNCs would be required to have liability insurance. Ridesharing vehicles would also be prohibited from picking up passengers on the sidewalk that have not scheduled a ride through the app. The state is also investigating the issue of data privacy for those individuals who use the ridesharing apps.⁹

As municipalities await the adoption of state regulations, issues arise as to whether a city or town on its own can regulate ridesharing companies through the adoption of a local ordinance. Thus, one issue presented here is whether the City of Springfield can regulate TNCs under Home Rule Legislation, pursuant to M.G.L. Chapter 43B, § 13.¹⁰

Legal Analysis:

Home Rule Legislation permits a municipality by ordinance or bylaw to “exercise any power or function which the general court has power to confer upon it, which is not inconsistent with the

⁹ <http://www.boston.com/business/innovation/2014/12/10/patrick-eyeing-state-regulations-uber-lyft-massachusetts/QYhXAbNVhuqtBxbndcLRuM/story.html>

¹⁰ <https://malegislature.gov/Laws/GeneralLaws/PartI/TitleVII/Chapter43B>; Amendment Article 89 of the MA Constitution

constitution or laws enacted by the general court in conformity with powers reserved to the general court by section eight” of the Home Rule Amendment.¹¹ At this time, the MA legislature has not yet adopted any laws relative to the regulation of TNCs. Therefore, unlike in Easthampton Savings Bank, where the plaintiffs identified three statutes that were in conflict with the local ordinances, there are no such conflicting MA laws pertaining to TNCs.

Furthermore, under the home rule preemption standards addressed by the courts, in assessing whether a local ordinance or bylaw is inconsistent with a State statute, the “question is not whether the Legislature intended to grant authority to municipalities to act..., but rather whether the legislature intended to deny (a municipality) the right to legislate on the subject in question.”¹² In general, municipalities are given considerable latitude in exercising the home rule amendment. When reviewing whether the general court seeks to preclude a municipality from acting under this rule, one of the distinguishing criteria is legislative intent.¹³ It is more difficult to assess legislative intent when the legislature is silent on the issue of local regulation.¹⁴ Since the issue of regulating TNCs in the Commonwealth is a novel concept and actively being addressed, we can expect that the Legislature will further explore this issue in depth during the January 2015 legislative session.

The Commonwealth is, however, moving swiftly in a positive direction with respect to the regulation of TNCs. In fact, the Commonwealth held a public hearing on December 31, 2014 at the State House to garner input from stakeholders who will be directly affected by any proposed regulations.¹⁵ The proposed regulations were also debated at the December 31, 2014 hearing.

Specifically, Governor Patrick’s proposal would require ride-sharing companies to conduct national

¹¹ Easthampton Savings Bank v. City of Springfield, SJC-11612

¹² Easthampton Savings Bank v. City of Springfield, SJC-11612 quoting Wendell v. Attorney Gen., 394 Mass. 518, 524 (1985).

¹³ St. George Greek Orthodox Cathedral of W. Mass. v. Fire Dep’t of Springfield, 462 Mass. 120, 126 (2012)

¹⁴ Id.

¹⁵ <http://www.bostonglobe.com/metro/2014/12/31/uber/66u7etaf576l4CxWtVRfsK/story.html>

background checks and bar drivers with convictions within 10 years for various crimes, sexual abuse convictions, and major traffic violations. The proposed rules coincide with what Uber and Lyft, the two premier ridesharing companies, say they are already doing. The main difference is that they currently do a background check for convictions in the past seven years. Under the state proposal, the DPU would regulate a new category of vehicles called “transportation network companies.”¹⁶ Also at the December 31, 2014 hearing, a spokeswoman for Lyft, thanked the transportation department for recognizing ride-share companies as an alternative and said that she looked forward to a “fruitful discussion” on the regulations, and said she hoped the definition of “transportation network companies” could be further defined.¹⁷ In fact, Boston has made strides with communicating with ridesharing companies and Uber has listened by pledging to adopt new rider-safety features.¹⁸ Such features include a “safe ride checklist” that pops up for local users when they book a ride through the rideshare service’s app. It asks users to confirm the car’s license plate number and to check the name and appearance of the driver before entering the vehicle.¹⁹

As mentioned, the DPU would require the companies to maintain liability insurance and perform background checks on the drivers. Several taxi drivers, insurance lobbyists and Boston Police Officers attended the heated debate on Beacon Hill. Under the proposed regulations, ridesharing companies would continue to use pricing strategies that fluctuate with demand. Critics of the proposed regulations stated that representatives from the taxi, livery, limousine and insurance industries have been shunned from the drafting of these proposed regulations. Also, a representative from the Property Casualty Insurers Association of America attended the December 31, 2014 hearing, stated that there is no insurance coverage available for drivers engaged in

¹⁶ <http://www.bostonglobe.com/metro/2014/12/31/uber/66u7etaf576l4CxWtVRfsK/story.html>

¹⁷ <http://www.bostonglobe.com/metro/2014/12/31/uber/66u7etaf576l4CxWtVRfsK/story.html>

¹⁸ http://www.bostonherald.com/business/business_markets/2014/12/uber_to_roll_out_new_rider_safety_features

¹⁹ Id.

transportation network activities.²⁰ Massachusetts statute specifically excludes motor vehicle liability coverage from being provided by a surplus lines insurance company, which is the type of insurance that TNCs generally use.²¹

Despite the protests at the December 31, 2014 hearing, Cyndi Roy Gonzalez, the MassDOT spokeswoman, said officials expect to file the changes on January 2, 2015. MA is indeed acting swiftly on these regulations. In fact, on January 3, 2015 Uber announced that Massachusetts has a regulatory framework that will allow Uber and other ridesharing companies to lawfully exist in the State.²² These regulations will allow the DPU more oversight over ridesharing companies. The proposed regulations are comprehensive and define TNCs and the regulatory authority of the DPU.²³ Under the regulations, the DPU will handle ridesharing companies and Uber and other companies will now have to obtain and maintain liability insurance. Drivers will also need to have background checks done. These regulations will take effect on January 16, 2015, but will not be official until lawmakers pass legislation naming DPU in charge of ridesharing companies. Until then, ridesharing companies will be allowed to continue to operate under a temporary notice from the DPU.²⁴

With respect to the need for home rule legislation, at this time the state is making great progress in regulating TNCs. It is still early and the Legislature has yet to pass said regulations. However, there are no indications either pro or con to substantiate that the Legislature will preempt the field. The state appears to be setting in place regulations that mirror those of what the City of Springfield is hoping to achieve. Also, from an enforcement perspective, once the state regulations are enacted,

²⁰ Id.

²¹ MGL Chapter 175, section 1 et al

²² <http://www.golocalworchester.com/news/ma-approves-regulations-for-uber-and-other-ride-sharing-companies>

²³ <http://www.scribd.com/doc/251515761/TNC-Amendments>

²⁴ <http://www.golocalworchester.com/news/ma-approves-regulations-for-uber-and-other-ride-sharing-companies>

there will be a uniform enforcement agency to oversee the TNCs in the Commonwealth. As mentioned, the Governor's proposal requires the DPU to oversee the TNCs.

The option the City was contemplating was whether home rule legislation would be necessary to address and regulate the TNCs. However, the state is making significant progress in this area and hopefully the legislatures will pass the regulations as they convene in January 2015. Several issues would need to be addressed if the City were to seek home rule legislation. One issue is what local authoritative agency will oversee and enforce the TNC regulations? It may be difficult, for example, for the Springfield Police Department or the Taxi and Livery Commission to regulate the TNCs as the individuals who contract with the ridesharing companies drive their personal vehicles and are not required to have either a taxi or livery plate. At least the state regulations would require the DPU to oversee the TNCs and provide tighter regulations. At a December 8, 2014 Taxi and Livery Commission meeting, two taxi company owners who attended the meeting wanted to know whether TNCs could be required to have livery plates on their vehicles. Livery plates are issued by the Registry of Motor Vehicles (hereinafter "RMV").²⁵ According to the definition of a livery, any vehicle designed to carry fewer than 15 people used for the transportation of passengers for hire must display a livery plate, unless it falls within one of the specific exceptions. These exceptions are: (1) any vehicle that meets the definition of Livery Vehicle, including vehicles used in the transportation of school children. Such vehicles shall display a PUPIL registration number plate; (2) any vehicle that meets the definition of a livery vehicle but is used solely for a short term rental agreement, of not more than seven consecutive days, and 30 days in the aggregate in any calendar year; and (3) any vehicle that meets the definition of a Livery Vehicle but is used exclusively to provide transportation in connection with a program of the Commonwealth of Massachusetts

²⁵ 540 CMR 2.00

Department of Mental Retardation and/or Department of Mental Health must display either a Livery registration number plate or a Passenger registration number plate.²⁶

One could argue that the City should require TNCs to have livery plates on their vehicles. However, based on the above analysis and as more stakeholders are invited to attend hearings within the City to express their respective positions about ridesharing companies, the City will receive opposition from representatives from the TNCs who have insisted that their business model is unique- in that it provides alternative transportation and none of their contracted drivers are required to have either a taxi or a livery plate. Those who contract to do business with Uber or Lyft use their own personal vehicles. As mentioned above, the proposed state regulations do not require ridesharing driver's vehicles to have livery plates. Should the City of Springfield adopt an ordinance requiring livery plates on all ridesharing vehicles, then it would be in conflict with the proposed state regulations and could be challenged in a court of law under the law of preemption.

Springfield is not the only City to attempt to control TNCs. Cambridge had begun the process of drafting regulations for smartphone technology for taxicabs and limousines.²⁷ Cambridge had defined a rideshare as:

The traveling of two or more persons by any mode of private passenger vehicle, including, but not limited to, carpooling, vanpooling, bus pooling, to any location incidental to another purpose of the driver, without charge, fee, or payment, for which a gratuity is neither accepted, collected, encouraged, promoted and/or requested, and for which the primary purpose of the driver cannot be profit or revenue based. Gratuity herein shall not include reimbursement for fuel usage and/or tolls. Currency or any other form of electronic payment or other consideration collected in excess of reimbursement for fuel usage and/or tolls shall be considered for-hire transportation, and such applicable licenses are required. Rideshare transportation that satisfies the definition herein is exempt from licensure by the Hackney Division of the Cambridge License Commission. However, if any trip purported through a rideshare is made with a for-

²⁶ Id.

²⁷ <https://s3.amazonaws.com/uploads.hipchat.com/17604/301692/YscpK5j42cnnoXs/Proposed%20Cambridge%20Smartphone%20Technology%20Regs.PDF>

profit motive, such transportation will be considered for-hire transportation and such applicable licenses are required. Rideshare services that satisfy the definition herein exclude any and all for-hire transportation requirements as defined within this Code.²⁸

By way of background, Cambridge sought to preclude ridesharing companies from operating in its City. In August 2013, the Massachusetts Division of Standards initially ordered Uber to cease operations, contending that its system of determining fares based on GPS-location technology was untested. This same agency then reversed its decision.²⁹ In response, the City of Cambridge then filed a lawsuit in Middlesex Superior Court, contending that the state ruling allowing Uber to continue operating was “unsupported by substantial evidence, arbitrary and capricious” and “an abuse of discretion.” The court disagreed. “The City has not demonstrated that the [division’s ruling] is in excess of the Division’s statutory authority, is based on an error of law, is arbitrary and capricious [or] is unsupported by substantial evidence,” wrote Judge Bruce Henry in his June 17, 2013 decision.³⁰

To date, no municipality in the Commonwealth has passed a local ordinance establishing TNCs. As mentioned above, Cambridge had begun the process of drafting language, but nothing has been passed. According to Cambridge City Councilor Marc McGovern, the ordinance” is still with their licensing commission. Councilor McGovern informed me that nothing has been sent to the Council yet.”³¹

Another issue that the Taxi and Livery owners and drivers in Springfield have voiced is whether the livery ordinance can be amended. The City of Springfield Taxi and Livery Commission held a meeting on December 8, 2014 at which time a few taxi and livery owners stated that the current

²⁸ Id.

²⁹ http://www.boston.com/business/innovation/blogs/inside-the-hive/2013/06/25/drive-cambridge-loses-lawsuit-keep-uber-off-the-roads/k4wRr243CwSoRG1kAjDKSI/blog.html?p1=related_article_page

³⁰ Id.

³¹ Email discussion on January 2, 2015.

livery ordinance is not strict enough and that “gypsy” liveries were becoming a problem in the City. Currently, livery owners and drivers must adhere to an application procedure³² before becoming a *bona fide* company doing business with the City.

The City of Springfield defines a livery as:

"Livery Vehicle" means a limousine or other vehicle, primarily garaged or primarily engaged for hire in the City of Springfield, which is designed to carry passengers under pre-arranged contract for an agreed upon hourly fare, or a motor vehicle on a schedule along a regular route without the use of a taximeter. "For Hire" shall mean a vehicle hired to carry passenger(s) by either a pre-arranged contract for an agreed upon hourly fare, an oral agreement for an agreed upon hourly fare, or a direct pay agreement with a taximeter. "Livery Vehicle" shall also not mean any van or wheelchair van vehicle used by any contracted or licensed provider, licensed hospital, or its affiliates, of the Executive Office of Health and Human Services (EOHHS), including but not limited to the Department of Public Health, Human Service Transportation, and the Disability Determination Services, provided, however, that any contracted or licensed provider, licensed hospital, and its affiliates, shall share all relevant vehicle safety information on an annual basis, upon request of the Taxi & Livery Commission.³³

As mentioned above, in Massachusetts, livery vehicles and the issuance of livery plates fall under the domain of the RMV. There are several municipalities that have enacted tighter livery ordinance and that the City of Springfield may review as a guideline for further discussion. The issue of whether the City should tighten its livery ordinance is a separate issue from the ridesharing companies and would require the approval of the Mayor and City Council. Such cities as Melrose and Fitchburg have passed ordinances with stricter livery vehicle regulations.³⁴ Again, further discussions should be held involving those stakeholders directly affected by said ordinance.

³² http://www3.springfield-ma.gov/police/taxi_lic.0.html

³³ <http://ecode360.com/14667508>

³⁴ <http://www.fitchburgma.gov/government/Boards-and-Commissions/License-Commission/Taxi-Regs-Rev-January-2014.pdf>;
<http://www.ecode360.com/documents/ME1773/source/530177.pdf#search=livery>

Recommendations:

Concerning the issue of whether the City of Springfield should seek home rule legislation to address the TNCs, my concern is that it may be too premature to proceed with this option. The state is making great strides in regulating ridesharing companies. Regulations will go into effect on January 16, 2015. Governor Baker and the MA legislature will be reviewing the proposals during the Legislative Session commencing in January 2015. Presumably, the Legislature will approve the state proposed regulations. In my opinion, the City should wait until the state legislature passes the proposed regulations. Once this happens, the City can contemplate drafting a TNC ordinance that is in conformity with the state regulations. The City does not want to act prematurely by drafting an ordinance regulating TNCs that would be inconsistent with the proposed regulations and risk a potential lawsuit.

In my opinion, before the City drafts said ordinance concerned stakeholders should be invited to address their concerns regarding the regulation of the ridesharing industry. The City of Boston, for example, recently implemented a Taxi Advisory Committee of over twenty individuals comprised of industry and government stakeholders charged with the task of reviewing rules and policies pertaining to transportation-for-hire services and TNCs. The most recent meeting was held on January 8, 2015 and Juan Lopez, a Research and Policy Analyst for the City of Boston, informed me that these meetings are ongoing and last several hours.³⁵ Boston is meeting with the stakeholders and getting a better understanding of their needs. After speaking with several other municipalities, I have learned that they too have established similar Committees, such as the City Council Committee on Transportation, whose goal is to hold hearings on establishing an ordinance to regulate TNCs by inviting appropriate stakeholders to voice their concerns. Such discussions will

³⁵ Based on phone discussions with Mr. Lopez on January 9, 2015.

hopefully be fruitful in appeasing both taxi drivers and those in the TNC business by educating them on the state's new proposed regulations, the new mode of transportation services in the Commonwealth and the City's interest in ensuring conformity with the regulations and the safety of all ridesharing users.

As far as the issue of tightening the City's livery ordinance, this topic should be further discussed with more input from those stakeholders who have a vested interest in the regulation of liveries.

Maria T. Puppolo
Assistant City Solicitor

Law Department
 36 Court Street, Room 210
 Springfield, MA 01103
 Office: (413) 787-6085
 Direct Dial: (413) 750-2692
 Fax: (413) 787-6173
 Email: mpuppolo@springfieldcityhall.com



THE CITY OF SPRINGFIELD, MASSACHUSETTS

August 12, 2015

Memo: Update on State Regulations of Transportation Network Companies

The Commonwealth is in the process of regulating Transportation Network Companies (TNCs). This memo seeks to summarize the current status of the Commonwealth's plans to implement state-wide TNC regulations. As of today, the Commonwealth has three pending bills in review pertaining to Transportation Network Companies (TNCs); House Bill 3351¹ proposed by Governor Baker; House Bill 931² proposed by State Representative William Pignatelli and House Bill 3702³ proposed by State Rep Moran and State Senator Forry. The State plans on holding hearings on these house bills on September 15, 2015.

Governor Baker is a proponent of TNCs. His regulations, as enumerated in House Bill 3351, were filed on April 27, 2015 and are entitled "An Act Establishing Department of Public Utilities Oversight of Transportation Network Companies." Governor Baker's legislation would empower the Department of Public Utilities (DPU) to provide comprehensive regulation of TNCs,

¹ <https://malegislature.gov/Bills/189/House/H3351>

² <https://malegislature.gov/Bills/189/House/H931>

³ <https://malegislature.gov/Bills/189/House/H3702>

such as Uber, Lyft and Sidecar. His bill would require the DPU to regulate TNCs and ensure that drivers are 21 years of age, subject to comprehensive background checks, carry adequate insurance (\$1,000,000 per occurrence), drive vehicles that have been properly inspected, provide transparent pricing to customers, and display recognizable external markers on vehicles. The DPU may also issue fines for violations. The legislation also provides for the creation of a local advisory council to advise the DPU on an ongoing basis.

House Bill 931 was filed by State Representative William Pignatelli on January 15, 2015. This bill proposes insurance regulations for transportation service companies that use digital networks or software application services to connect passengers to services provided by transportation network company drivers. Rep. William Pignatelli's proposed legislation is similar to Baker's bill but sidesteps local control and allows the state to regulate drivers and collect hundreds of thousands of dollars in licensing fees. His proposal would amend MGL Chapter 25, Section 12F⁴ by adding the following sentence:

Further, said division, subject to such supervision and control, shall perform such functions in relation to the administration and enforcement of chapter 90J imposed upon the department by said chapter.

State Rep. Pignatelli is proposing adding an entire new chapter, Chapter 90J⁵, to the MGL. The entire proposal consists of 18 sections. Rep. Pignatelli is a proponent of stringent insurance requirements for TNC drivers, as enumerated in Section 8 of his proposal. I am summarizing some of the main sections pertaining to insurance. In essence, the proposal states that TNC drivers maintain automobile liability insurance of at least \$1,000,000 for death, personal injury and property damage and that the insurer must be authorized to do business in the state. Section 9 states that the TNC shall disclose in writing to TNC drivers

⁴<https://malegislature.gov/Laws/GeneralLaws/PartI/TitleII/Chapter25/Section12F>

⁵<https://malegislature.gov/Bills/189/House/H931>

the following: the insurance coverage and limits of liability that the TNC provides while the driver uses a personal vehicle in connection with a TNC's digital network and that the TNC driver's own insurance policy may not provide coverage while the TNC driver uses a vehicle in connection with a TNC's digital network. Also, insurers have no duty to defend or indemnify any person or organization for liability for a loss that is properly excluded pursuant to the terms of the insurance policy. Insurers have the right to exclude coverage and the duty to indemnify and defend may apply to any coverage included in an automobile liability insurance policy including: liability coverage for bodily injury and property damage; uninsured and underinsured motorist coverage; medical payments coverage; personal injury protection; comprehensive physical damage coverage; and collision physical damage coverage.

Another bill relative to ride sharing companies that will be considered in September 2015 is House Bill 3702, which was filed by State Representative Michael Moran and Senator Linda Forry on July 20, 2015, and pertains to passenger safety. The bill would bring the transportation network companies into compliance with the same regulations that apply to every other form of transportation in our state. The proposed legislation seeks to prevent dangerous drivers from getting behind the wheel by requiring common-sense checks and balances, including a mandatory sex offender registry check and a fingerprint sample for all prospective drivers. The goal of this legislation is to ensure that safe drivers partner with ride sharing companies. Prospective drivers would be required to pass multistate registry checks that are already in place for bus, taxi, and livery drivers. The bill also aims to protect Massachusetts jobs by requiring that the vehicles used by these companies be registered in Massachusetts to ensure that Massachusetts jobs go to Massachusetts drivers.

House Bill 3702 would also require that Uber and Lyft disclose the formulas behind their alleged surge pricing and make it standardized so that consumers always know what they are getting. Currently,

Uber is not required to provide vehicles that are compliant for people with disabilities. This legislation would also increase transportation choices for the disabled.

As of today, no city or town in the Commonwealth has passed an ordinance to regulate TNCs. Most recently, the Town of Braintree held a hearing on August 4, 2015 as to whether to adopt their local TNC ordinance. The town concluded that their proposed Transportation Network Company “ordinance contained problematic and potentially discriminatory language, in addition to undercutting an ongoing statewide initiative at the State House to regulate ridesharing companies,”⁶

On August 11, 2015, the City of Springfield Taxi and Livery Commission held a meeting to vote on a TNC ordinance proposal submitted by Attorney Peter Slepchuk who represents Yellow Cab Company. After considering both sides of the issue, all of the Taxi and Livery Commissioners (except Commissioner Gil Perron) voted against Attorney Slepchuk’s proposal.

In conclusion, the Commonwealth is actively seeking to regulate ride sharing companies. The next hearing is scheduled in September 2015. My advice is to wait until the state holds its hearing and to revisit this topic once we obtain more information from the state.

⁶ <http://patch.com/massachusetts/braintree/license-commissioners-talk-uber-lyft-regulations-tuesday->


City of Springfield

36 Court Street
Springfield, MA 01103

ADOPTED

ORDINANCE 2016-2

Meeting: 04/04/16 07:00 PM

Department: Law

Category: Local Law

Prepared By: Thomas Moore

Initiator: Thomas Moore

Sponsors: Ward 3 Councilor Melvin A. Edwards

DOC ID: 3438

Amending Ordinance Chapter 49 - Establishment of Bliss House Historic District

Please see attached materials

HISTORY:

03/21/16 City Council

FIRST STEP

RESULT:	SECOND & THIRD STEPS [UNANIMOUS]
MOVER:	Justin Hurst, Melvin A. Edwards
SECONDER:	Kenneth E. Shea, Ward 6 Councilor
AYES:	Hurst, Shea, Twiggs, Allen, Rooke, Ramos, Williams, Williams, Gomez, Ashe, Edwards, Walsh, Fenton

AN ORDINANCE AMENDING THE REVISED ORDINANCES OF THE CITY OF SPRINGFIELD, 1986, AS AMENDED BY CHAPTER 49 ENTITLED “HISTORIC DISTRICTS”

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

“Chapter 49, Article II of the Revised Ordinances of the City of Springfield, as amended, entitled “Historic Districts” be amended by the addition of the following section:

Subsection “49-15”:

“There is established under the provisions of and in accordance with the Historic Districts Act, so-called, as mentioned in this chapter, the Bliss House District as shown on the map, labeled Exhibit 27-2K, entitled “Bliss House,” said map to be considered part of this chapter.

Exemption from Controls:

1. Temporary structure or signs, subject to such conditions as to duration of use, location, lighting, removal and similar matters as the Commission may reasonably specify;
2. Terraces, walks, driveways, and sidewalks provided that any such structure is substantially at grade level;
3. Storm windows, screens, window air conditioners;
4. Color of paint;
5. Signs of not more than one (1) square foot in area in connection with use of a residence for a customary home occupation, or for professional purposes, provided only one (1) such sign is displayed in connection with each residence and, if illuminated, are illuminated only indirectly;
6. The reconstruction, substantially similar in exterior design, of a building, structure or exterior architectural feature damaged or destroyed by fire, storm or other disaster, provided such reconstruction is begun within one year thereafter and carried forward with due diligence.



70 Tapley Street
Springfield
Massachusetts
01104

March 10, 2016

To the Honorable Members of the City Council:

The Springfield Historical Commission is pleased to submit for your consideration the proposed Bliss House Local Historic District.

This 2½ story wood frame structure was built in 1805 and is one of the oldest dated houses in the city. It was moved to its current location in the 1870s and significantly altered over the years. The current owner has returned it to closer to its Federal style appearance and has requested future protection via local historic district designation.

Councilor Edwards will sponsor the legislation which will be before you on March 21st.

We hope you will look favorably on our possible 10th LHD. Thank you for your consideration.

Vincent Walsh
Chair



70 TAPLEY STREET
SPRINGFIELD
MASSACHUSETTS
01104

Final Report
for the proposed
**BLISS HOUSE
LOCAL HISTORIC DISTRICT**
Springfield, Massachusetts



Prepared for the Springfield Historical Commission
by the Office of Planning & Economic Development
March 14, 2016

Table of Contents

	<u>SUMMARY SHEET</u>	<u>2</u>
<u>I.</u>	<u>INTRODUCTION</u>	<u>3</u>
<u>II.</u>	<u>METHODOLOGY</u>	<u>3</u>
<u>III.</u>	<u>SIGNIFICANCE</u>	<u>3</u>
<u>IV.</u>	<u>JUSTIFICATION OF THE BOUNDARIES</u>	<u>4</u>
<u>V.</u>	<u>MAP OF THE PROPOSED DISTRICT</u>	<u>5</u>
<u>VI.</u>	<u>PROPERTY STREET ADDRESS INDEX</u>	<u>6</u>
<u>VII.</u>	<u>RECOMMENDATIONS FOR THE ORDINANCE OR BYLAW</u>	<u>6</u>
<u>VIII.</u>	<u>THE ORDINANCE</u>	<u>7</u>
<u>IX.</u>	<u>INVENTORY FORMS</u>	<u>7</u>
<u>X.</u>	<u>PHOTOGRAPHS</u>	<u>8</u>

SUMMARY SHEET**Chairperson:** Vincent Walsh**Contact Person:** Alvin Allen
(Commission Staff)**Address:** Springfield Historical Commission
70 Tapley Street
Springfield, MA 01104**Telephone:** (413) 787-6020**Commissioners:**Thomas Belton
My-Ron Hatchett
Benjamin Murphy, Vice Chair
Alfonso W. Nardi
Victoria E. Rowe
Shannon S. Walsh
Vincent Walsh, Chair
Steven Shultis, Alternate**Expected Date of Public**
Hearing: November 19, 2015**Expected Date of City**
Council Vote: March 21, 2016**Number of Properties**
Included in the Proposed
Local Historic District 1
Expansion:**Conclusion of the Preliminary Study Report:** To protect the architectural integrity of the 1805 Bliss House, one of the oldest dated houses remaining in the city, the Bliss House Local Historic District should be created.

I. Introduction

The Historic Districts Act, Massachusetts General Law Chapter 40C, is the Commonwealth's enabling statute for creating local historic districts. Local historic districts are the mechanism by which municipalities can designate and protect areas of architectural and historical significance. Within a local historic district, no exterior architectural feature that is visible from a public street, park or water body can be altered without first receiving permission from the local historic district commission. The level of protection provided by a local historic district is much greater than that provided by inclusion on the National Register of Historic Places. Although being on the National Register is a formal recognition of property's historical significance and can offer limited review of projects funded or assisted by federal, state, or CDBG funds, the property itself is not protected from change if work is done exclusively with private funds. The local historic district provides greater protection and review for properties and has this power as a result of a town or city council vote.

Local Historic Districts were first established in Massachusetts in 1955. There are now more than 200 local historic districts in over 100 municipalities in the Commonwealth, including nine in Springfield. Neighboring municipalities with local historic districts include West Springfield, Longmeadow, Chicopee, and Holyoke.

In 1972, the Quadrangle-Mattoon historic district was the first local district established in Springfield. Over the next six years, five other districts were created, protecting more than 1,200 properties. Three districts expansions have also taken place. In 2010, local historic districts were created to protect Our Lady of Hope and Immaculate Conception churches. In 2015, a local historic district was created to protect the Willy-Overland Block. LHDs can be credited with protecting many of the city's significant residential structures, maintaining community character, preserving important architectural treasures, and adding to the quality of residents' lives.

II. Methodology

The South End neighborhood was surveyed in 1983. Bliss House was identified as one of the oldest dated houses in the city.

The Springfield Historical Commission was requested to create a LHD by the property owner who has completed a three year project of removing vinyl and asphalt siding and a nonoriginal two-story front porch. The owner is interested in protecting the building from inappropriate changes in the future.

III. Significance

Bliss House was built in 1805 on Main Street between what is now Morris and Winthrop Streets. The original owners were Hubbard Bliss and his wife, Emily Hitchcock, who

raised a large family in the house. Mr. Bliss died in 1838, and his widow continued to live in the house until her death in 1863. The house was moved in 1872 to Dale Street, which had recently been opened. The move was described in the 1872 building report of a local newspaper: "just around the corner of Dale Avenue is the old Hubbard Bliss house, moved from South Main Street by C.R. Ladd and others. It has been fitted up and sold to Mrs. Herricks for \$4500." The house was made into a side-by-duplex with one-story rear addition to accommodate the two kitchens.

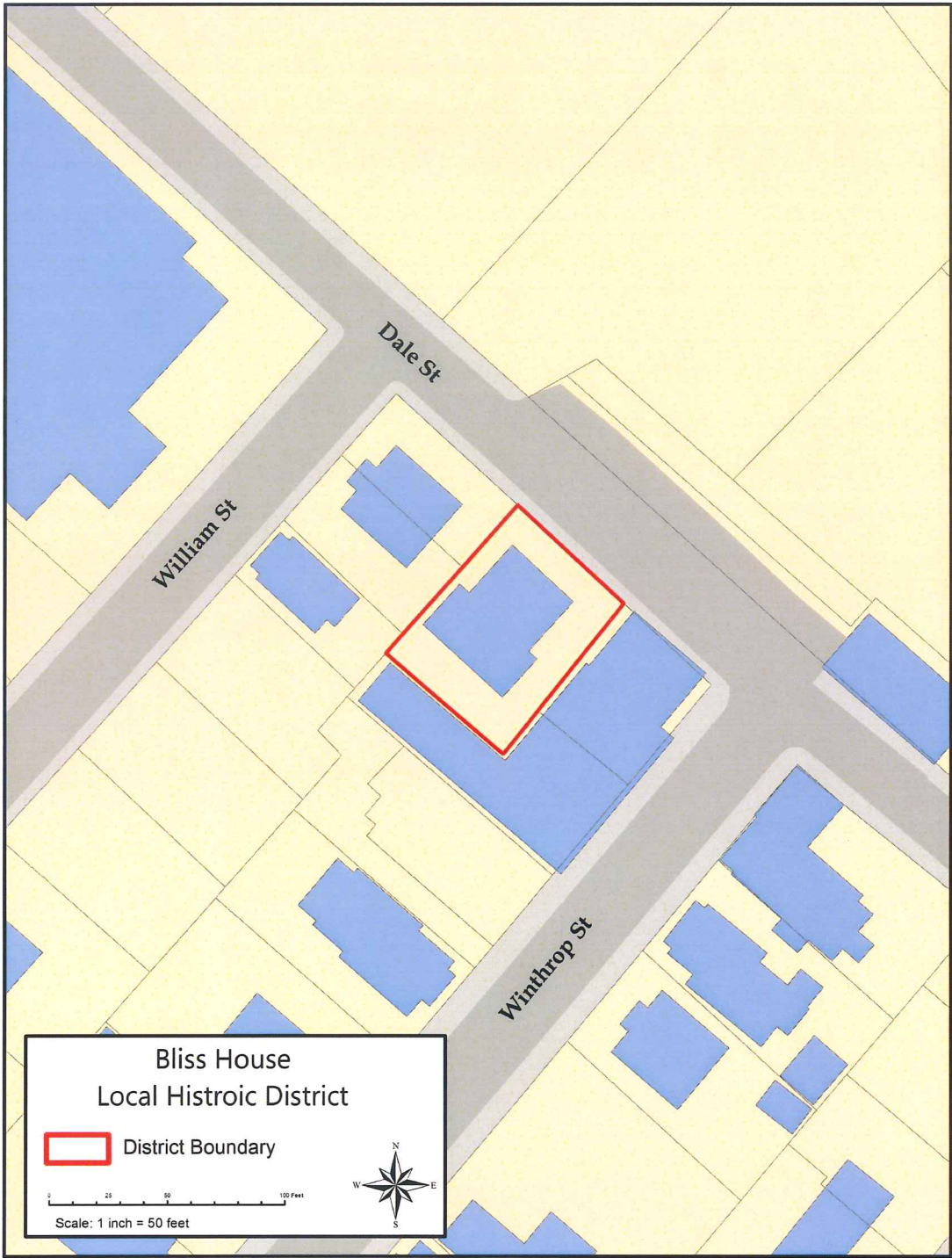
In 1911, the house was converted to a four-family. A two-story, full-width Colonial Revival front porch was constructed, the rear one-story addition was raised to two stories, and a two-story rear porch was constructed. By the time of the 1983 survey, the house had been covered with asphalt siding and the front porch had been partially enclosed. In the late 20th century, the house was covered with vinyl siding and the porch fully enclosed.

Following the tornado of June 2011, exterior renovations began to remove the front porch and siding, returning the house closer to its Federal style appearance.

IV. Justification of the Boundaries

This is a single property historic district. To its south and west is an auto body repair shop, to its north is a late 20th century duplex, across the street is parking.

V.Map of the Proposed District



VI. Property Street Address Index

Street Address	Historic Name	Year Built	Inventory form	Architectural Style
44-46 Dale Street	Bliss House	1805	Y	Federal
Total number of properties to be included in district:			1	

VII. Recommendations for the Ordinance

The new district will be added to existing Springfield Ordinances. Bliss House will have some of the exemptions as many current historic districts overseen by the Springfield Historical Commission such temporary structures, color of paint, small signs, at grade sidewalks and driveways, exact reconstruction following disaster, screen windows and doors. The Commission will retain oversight of all other features.

VIII. The Ordinance

TEXT:

AN ORDINANCE AMENDING THE REVISED ORDINANCES OF THE CITY OF SPRINGFIELD, 1986, AS AMENDED BY CHAPTER 49 ENTITLED "HISTORIC DISTRICTS"

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

"Chapter 49, Article II of the Revised Ordinances of the City of Springfield, as amended, entitled "Historic Districts" be amended by the addition of the following section:

Subsection "49-15":

"There is established under the provisions of and in accordance with the Historic Districts Act, so-called, as mentioned in this chapter, the Bliss House District as shown on the map, labeled Exhibit 27-2K, entitled "Bliss House," said map to be considered part of this chapter.

Exemption from Controls:

1. Temporary structure or signs, subject to such conditions as to duration of use, location, lighting, removal and similar matters as the Commission may reasonably specify;
2. Terraces, walks, driveways, and sidewalks provided that any such structure is substantially at grade level;
3. Storm windows, screens, window air conditioners;
4. Color of paint;
5. Signs of not more than one (1) square foot in area in connection with use of a residence for a customary home occupation, or for professional purposes, provided only one (1) such sign is displayed in connection with each residence and, if illuminated, are illuminated only indirectly;
6. The reconstruction, substantially similar in exterior design, of a building, structure or exterior architectural feature damaged or destroyed by fire, storm or other disaster, provided such reconstruction is begun within one year thereafter and carried forward with due diligence.

IX. Inventory Form

See following two pages

M B - BUILDING

AREA

FORM NO.

2893

MASSACHUSETTS HISTORICAL COMMISSION
 94 WASHINGTON STREET, BOSTON, MA 02108

n Springfield

ress 44-46 Dale St.

toric Name H. Bliss House

e: Present residential

Original "

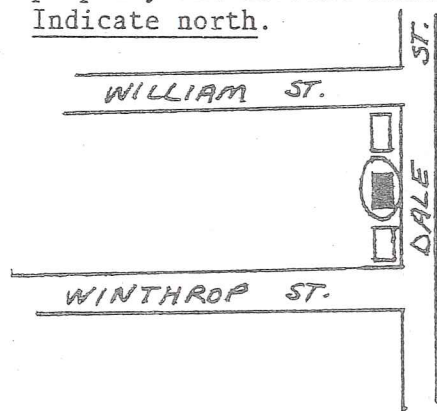
DESCRIPTION:

te 1805

Source "Street Directory"

SKETCH MAP

Show property's location in relation to nearest cross streets and/or geographical features. Indicate all buildings between inventoried property and nearest intersection. Indicate north.



Style

Architect

Exterior wall fabric asphalt sidng

Outbuildings -

Major alterations (with dates)

Moved from Main St. Date 1872

Approx. acreage

Setting

Recorded by Ed Lonergan

Organization Spfld. Pres. Trust

Date May 1983

(Staple additional sheets here)

ARCHITECTURAL SIGNIFICANCE (Describe important architectural features and evaluate in terms of other buildings within the community.)

This house is two stories in height and has a gable roof with two, interior chimneys. The six-bay facade has a double, central entrance and is almost entirely covered by a two-story porch.

The front porches, asphalt siding, and 1872 transformation all help mask the original appearance of this house.

HISTORICAL SIGNIFICANCE (Explain the role owners played in local or state history and how the building relates to the development of the community.)

This is the oldest, currently known house in Springfield. It was originally located on Main St. between the current Morris and Winthrop Sts. and was moved to Dale St. in 1872. The original owner was Hubbard Bliss, the son of Ebenezer and Anne Bliss. He was born in Springfield in 1780 and married Emily Hitchcock in 1801. They moved into their new house in 1805 and lived here the rest of their lives. Hubbard Bliss died in 1838 after fathering twelve children. His widow continued to live in this house until her death in 1863. During 1871-72 Winthrop St. was opened through from Main St. to the foot of Maple St. hill. Several older houses were moved to the new street. At the foot of Maple St. hill Dale St. ran between Union and Central Sts. This was the only older house known to have been moved here. The move was described in the 1872 Building Report of a local newspaper: "just around the corner on Dale avenue is the old Hubbard Bliss house, moved from South Main street by C.R. Ladd and others. It has been fitted up and sold to Mrs. Herrick for \$4500." Mrs. Herrick used the house for tenements, a use it continues to serve.

BIBLIOGRAPHY and/or REFERENCES (name of publication, author, date and publisher)

Spfld. Maps & Atlases: 1835, 1851, 1860, 1870, 1882, 1899

Spfld. Vertical File: Building Reports

Springfield Families, Thomas B. Warren, typescript, pp.77-78

Street Directory, Charles Stearns, MS. c1858

X. Photographs

PHOTOGRAPHS ID	Photograph Description
1	East Elevation from Dale Street
2	South Elevation from Dale Street
3	North Elevation from Dale Street
4	
5	
6	
7	
8	
9	
10	

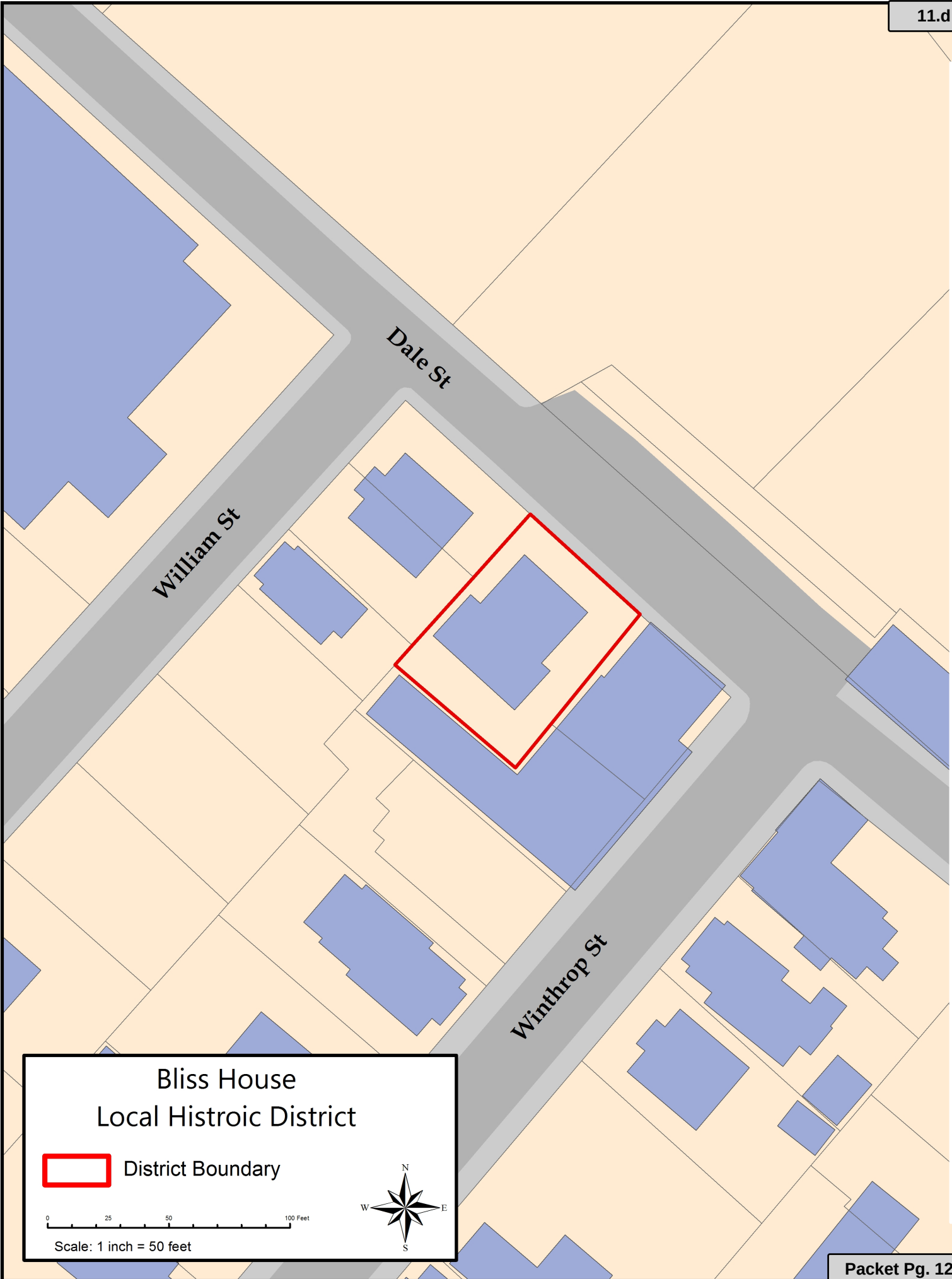
1





3





Bliss House
Local Historic District

 District Boundary

0 25 50 100 Feet

Scale: 1 inch = 50 feet




City of Springfield

36 Court Street
Springfield, MA 01103

SCHEDULED
ORDINANCE (ID # 3464)

Meeting: 04/04/16 07:00 PM

Department: City Clerk

Category: General

Prepared By: Anthony I. Wilson

Initiator: Anthony I. Wilson

Sponsors: At-Large Councilor Timothy J. Rooke

DOC ID: 3464

Poet Laureate

AN ORDINANCE (A LOCAL LAW) TO AMEND the Code of the City of Springfield, Chapter 67 thereof, entitled Officer and Employees, by adding Article XVI, Section 67-81.

Be it ordained (enacted) by the Council of the City of Springfield, as follows:

- (a) The city shall designate a poet as the official poet laureate of the city. The poet laureate shall be designated by the mayor and confirmed by the city council.
- (b) The responsibilities of the poet laureate may include, but not be limited to, providing public poetry readings, encouraging poetry appreciation within the city, and composing and publishing poems. The poet laureate shall be an honorary title and shall not receive any monetary compensation from the city.
- (c) The poet laureate shall be a domiciled resident of the city and shall serve a four-year term.

RESULT: FIRST STEP

Next: 5/2/2016 7:00 PM


City of Springfield

36 Court Street
Springfield, MA 01103

ADOPTED

ORDINANCE 2016-1

Meeting: 04/04/16 07:00 PM

Department: Law

Category: Local Law

Prepared By: Thomas Moore

Initiator: Thomas Moore

Sponsors: Williams, Walsh, Fenton

DOC ID: 3423 A

Amending Ordinance Chapter 73 Article II Section 13

Please see attached document

Mayor vetoed this the Ordinance on March 22, 2016.

HISTORY:

03/07/16 City Council

FIRST STEP

03/21/16 City Council

SECOND & THIRD STEPS

RESULT: **ADOPTED [11 TO 2]**

MOVER: Bud L. Williams, At-Large Councilor

SECONDER: Kateri B. Walsh, At-Large Councilor

AYES: Hurst, Shea, Twiggs, Allen, Ramos, Williams, Williams, Gomez, Edwards, Walsh, Fenton

NAYS: Timothy J. Rooke, Thomas M. Ashe

AMENDING ARTICLE II CHAPTER 73 OF THE REVISED ORDINANCES OF
THE CITY OF SPRINGFIELD, 1986, AS AMENDED, BY AMENDING
SECTION 13 THEREOF

ORD. NO. ____

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

Section 13 of Article II of Chapter 73, Residency Requirements, of the Code of the City of Springfield, is hereby deleted in its entirety, and replaced with the following language:

"WAIVER. The provisions of this chapter may be waived only in the manner described herein. All requests for waiver shall be submitted in writing to the Director of Labor Relations. The Director of Labor Relations shall redact all personal information related to the individual requesting the waiver, and forward the request to the Mayor and City Council. With the request, the Director of Labor Relations shall provide details about the job posting including, but not limited to: the date the job was posted, the date the posting was closed, the number of applicants who applied, in said notice forwarded to the City Council, the Director of Labor Relations shall redact all personal information including the name of the waiver and the number of Springfield residents who applied. After the request is forwarded to the Mayor and the City Council, the job posting will be opened for a second time for a period not less than seven days. The posting will be publicly posted on the City's website.

If a candidate, who meets the minimum qualifications for the posted position and who resided within the City of Springfield, does not apply for the position, then the Mayor, in his sole discretion, may grant the waiver. Any such waiver granted by the Mayor must be forwarded directly to the City Council for purposes of notification. Nothing in this Section shall be deemed to invalidate waivers granted by the Mayor or the Control Board prior to April 1, 2016 nor shall this Section restrict the Mayor to make reappointments to existing city employees.

A department head or deputy department head shall not be eligible for a waiver of the residency requirement."

Approved as to form:

Assistant City Solicitor

14



City of Springfield
36 Court Street
Springfield, MA 01103

Meeting: 03/21/16 07:00 PM
Department: Law
Category: Local Law
Prepared By: Thomas Moore
Initiator: Thomas Moore
Sponsors: Williams, Walsh, Fenton
DOC ID: 3423

SCHEDULED

ORDINANCE (ID # 3423)

Amending Ordinance Chapter 73 Article II Section 13

Please see attached document

Please see attached document

HISTORY:

03/07/16 City Council

FIRST STEP

City Council

City Council

March 7 2016
Read the first time, and
referred to the committee on
Ordinances;

[Signature]
Chair

The Committee on Enrollment
have examined the foregoing
ordinance and find it correctly
enrolled;

[Signature]
Timothy C. Allen

City Council

The Committee on Ordinances
have examined the foregoing
ordinance and find it correctly
drawn;

[Signature]
Timothy C. Allen

CITY COUNCIL

Passed to be ordained by the
following yes and no vote

[Signature]
President

City Council

MAR 21 2016

Recd City Clerk

Anthony J. Wilkos
Clerk

PRESENTED TO THE MAYOR
FOR APPROVAL.

City Clerk

MAYOR'S OFFICE

Springfield, MA

APPROVED:

Mayor

10:140 3/22/16

1
please see veto STATEMENT - ATTACHMENT.

filed w/ this veto.



THE CITY OF SPRINGFIELD, MASSACHUSETTS

MAYOR DOMENIC J. SARNO

HOME OF THE BASKETBALL HALL OF FAME

Tuesday, March 22, 2016

Mayor Vetoes Ordinance Amendment

Mayor Domenic J. Sarno states: "This is an attempt to limit the Mayor's authority and conflicts with the Plan A strong Mayor charter provision that authorizes Mayoral appointments without the need of City Council approval. Everything being equal, my administration always strives to appoint a qualified Springfield resident. However, I have a duty to our taxpayers to appoint the most qualified person that is in the best interest of our City."

**City of Springfield**

36 Court Street
Springfield, MA 01103

Meeting: 04/04/16 07:00 PM

Department: Law

Category: Local Law

Prepared By: Thomas Moore

Initiator: Thomas Moore

Sponsors: Vice President- Ward 8 Councilor Orlando Ramos

ORDINANCE (ID # 3462)

DOC ID: 3462

Ordinance Chapter 236

Please see attached

Please see attached

RESULT:

REFERRED TO COMMITTEE

Next: 5/2/2016 7:00 PM

Chapter 236 Rental Registration

ORD. NO. ____236

AN ORDINANCE (A LOCAL LAW) TO AMEND the Code of the City of Springfield, to include chapter 236.

Be it ordained (enacted) by the Council of the City of Springfield, as follows:

1. Purpose and Intent.

A. It is the purpose of this ordinance to create a single-point uniform system for the registration of single-family rental properties and multi-family rental properties; and to protect the public health, safety and general welfare of the people of the city in occupied dwellings by recognizing that the offering for rental of dwelling units is a business and by classifying and regulating such business, the effect of which shall promote the following:

1. To protect the character and stability of residential areas;
2. To correct and prevent housing conditions that adversely affect or are likely to adversely affect the life, safety, general welfare and health, including the physical, mental and social well-being of persons occupying dwellings;
3. To enforce minimum standards for the maintenance of existing residential buildings, and to thus prevent slums and blight;
4. To preserve the value of land and buildings throughout the city;
5. To protect the public from increased criminal activity which tends to occur in residential areas which are unstable due to dwellings which are blighted or are substandard.

B. It is not the intention of the city to interfere with contractual relationships between tenants and landlords. The city does not intend to intervene as an advocate for either party, or act as arbiter, nor be receptive to unsubstantiated complaints from tenants or landlords which are not specifically and clearly related to the provisions of this chapter.

2. Definitions.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

A. Accessory living quarters. Living quarters within an accessory building, which may not have kitchen facilities.

B. Building. Any structure having enclosed space and a roof for the housing or enclosure of persons, animals or chattels. The word "building" includes the word "structure."

C. Code. Ordinances of the city of Springfield that relate to fitness for habitation, construction, property maintenance, nuisances, occupancy, zoning, and use of any rental residential dwelling unit.

D. Code Official. Includes the code enforcement commissioner, deputy building inspector(s), code enforcement officers, fire marshall, fire inspector, and police officers.

E. Dwelling. a building with residential dwelling units, regardless of the number of such units. 2

F. RENTAL UNIT(S). A building, or portion thereof, used primarily rented or operated for compensation, and allowing occupancy by one or more persons for 30 or more consecutive days, including one-family and multiple dwellings, but not including hotels or motels. Rental units shall not include dormitories, owner-occupied two-family units, health-care facilities, or units designated specifically for the care of the sick, aged, disabled or convalescent.

G. Effective date. The effective date shall be January 1, 2017.

H. Hotel or motel. A building, or portion thereof, or group of buildings in which lodging is customarily provided and offered to the public for compensation and which is open to transient guests on a daily basis, in contradistinction to a lodging house.

I. Landlord. The owner of a rental residential dwelling unit who offers residential property and its dwelling units, not occupied by the owner, to other persons not related by blood or marriage for some form of compensation through rental payments, lease payments, or some other similar contractual arrangement.

J. Lodging house. A building with more than two but not more than ten guest rooms where lodging with or without meals is provided for compensation.

K. Nursing home. An establishment which provides full-time convalescent or chronic care, or both, for four or more individuals who are not related by blood or marriage to the operator, and who, by reason of chronic illness or infirmity, are unable to care for themselves; excepting, however, establishments that predominately provide for care for the acutely ill or surgical or obstetrical services. A convalescent home and rest home are included in this definition. A hospital or sanitarium shall not be construed to be included in this definition.

L. Person. Includes a firm, association, organization, partnership, trust, Limited Liability Corporation, company or corporation as well as an agent, and an individual.

M. Tenant. A tenant, includes a person(s) under a rental agreement to occupy a dwelling unit for the purpose of residential occupancy. This includes a person(s) occupying a residential property by making rent or lease payments, or other similar agreements where the tenant does not have an equitable interest in the real property.

N. Tourist home. A building in which more than one but not more than five guest rooms are used to provide or offer overnight accommodations for transient guests for compensation. A bed and breakfast establishment is included in this definition.

3. Enforcement.

The code enforcement commissioner shall be responsible for the administration and enforcement of the provisions of this section.

4. Applicability and Exceptions.

A. The provisions of this chapter shall apply to the rental or leasing of rental dwellings, including one- and two-family rental residential dwelling units, multiple dwelling units, accessory living quarters, and lodging houses.

B. The provision of this chapter shall not apply to hotels and motels, nursing homes, or assisted care dwelling units, residential care facilities, Hospitals and Sanitariums.

C. The provision of this chapter shall not apply to rental units owned or operated by Federal, State, or City Government.

5. Registration

All owners of private residential rental dwellings ("Owners"), in the City of Springfield shall register once every four (4) years with the Department of Code Enforcement ("Department") identifying the property by street address and the number of units that they own at each address. The Owner must attest to and affirm that they are familiar with their obligations to comply with this section, the State Sanitary Code (105 CMR 410), the State Building Code (780 CMR), the City of Springfield Zoning Ordinance, Federal, State and Local fair housing regulations, and all other regulations applicable to residential dwellings, and that they intend to comply with said regulations, by signing a form provided by and approved by the Building Commissioner.

An owner of a rental dwelling, who does not reside within the subject dwelling, shall post and maintain or cause to be posted and maintained on such dwelling adjacent to the mailboxes for such dwelling or elsewhere in the interior of such dwelling in a location visible to the residents a notice constructed of durable material, not less than twenty (20) square inches in size, bearing her/his name, address and telephone number. If the owner is a realty trust or partnership, the name, address and telephone number of the managing trustee or partner shall be posted. If the owner is a corporation, the name, address and telephone number of the corporation's resident agent must be posted. The resident agent shall reside within twenty (20) miles of the City of Springfield. P.O. boxes do not satisfy the address requirement of this section. There shall be a forty dollar (\$40.00) fee for said registration. An owner owning multiple units in the same building may submit one form representing all said units. Any owner residing outside of the Commonwealth of Massachusetts must designate a Springfield based resident agent authorized to accept service on the owner's behalf.

All dwelling registrations shall be recorded in an electronic database of all owners. The Commissioner shall work to employ technology to the extent possible in order to optimize the fairness and effectiveness of the registration process.

6. Inspections.

A. Inspections of rental dwellings shall be conducted by code officials and shall consist of an inspection of the exterior of the dwelling to assure compliance with the State Sanitary and Building Code, and City of Springfield Ordinances, including but not limited to zoning ordinances. Inspections shall occur as follows:

1. Upon registration under section 5
2. Upon receipt of a complaint by a tenant or owner of a neighboring property that the rental dwelling unit or rental dwelling is substandard, hazardous or unfit for habitation if in the reasonable discretion of the code official, probable cause exists that the complaint is founded in fact and an inspection warranted.

7. Fees.

There shall be a **fee of \$25.00 per dwelling** for the initial inspection, or for the first follow-up inspection relating thereto. In the event of any further follow-up inspection, a fee of fifteen (\$15.00) per inspection shall be paid to the code enforcement department.

8. Remedies in this chapter not exclusive.

The remedies provided in this chapter are not exclusive. The remedies are in addition to, and do not supersede or preempt, other remedies such as condemnation, written violation orders and warnings, criminal charges for violation of substantive provisions of any city or state sanitary code relating to housing maintenance, fire safety, building codes, zoning, health, and the like.

The remedies in this chapter do not supersede or affect the legal rights and remedies of tenants provided under state law or this chapter. Where two or more provisions conflict with one another, the more stringent shall apply.

9. New construction.

The requirement of an inspection fee shall not apply to any building for which a certificate of occupancy has been issued by the city until ten (10) years after the issuance of such certificate of occupancy.

10. Enforcement by injunction.

Pursuant to Massachusetts General laws Chapter 40 section 21D, any rental that is failed to comply with the provisions of section 5 will be assessed a fine of \$300 per month for each month that the rental unit has not been noncompliant.

11. Enforcement by injunction.

The landlord's failure, refusal or neglect to comply with any of the provisions of this section may, in addition to any other remedy provided herein or in place thereof, be restrained, prohibited or enjoined by an appropriate proceeding instituted in a court of competent jurisdiction.

12. Severability.

If any section, subsection, or clause of this chapter shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected.

Approved as to form:

Assistant City Solicitor

City of Springfield

Memo

To: Anthony Wilson
From: Orlando Ramos , Chairman
CC:
Date: March 14, 2016
Re: Economic Development

NOTICE OF MEETING

The Economic Development Committee of the City Council will meet on Thursday, March 31, 2016 at 2:00 P.M. in Room 200 of City Hall. . All interested parties are invited to attend. Your attendance is necessary to help expedite this matter. Thank you.

AGENDA

1. Continued Discussion of proposed Rental Property Ordinance.
2. All other business brought properly before this Committee.

Karla Bourassa

Administrative Aide



City of Springfield

36 Court Street
Springfield, MA 01103

TABLED

SPECIAL ACT (ID # 3463)

Meeting: 04/04/16 07:00 PM

Department: Law

Category: General

Prepared By: Kathy Breck

Initiator: Kathy Breck

Sponsors: Mayor Domenic J. Sarno

DOC ID: 3463

Special Act to Convert Park Land and Replace Park Land at Ruth Elizabeth Park, Article 97

**ORDER APPROVING A SPECIAL ACT AUTHORIZING
THE CITY OF SPRINGFIELD
TO CONVERT PARK LAND AT RUTH ELIZABETH PARK
FOR TRAFFIC IMPROVEMENT USE
PURSUANT TO ARTICLE 97
AND TO ACQUIRE AND DEDICATE REPLACEMENT PARK LAND**

WHEREAS, the City of Springfield is the owner of a certain parcel of land consisting of just over 5.922 acres, that is designated park land and is known as "Ruth Elizabeth Park", which is bounded by Hancock Street, Hickory Street, and Walnut Street in Springfield, Massachusetts; and

WHEREAS, as part of the proposed "Central Street Traffic Improvement Project", the City of Springfield has a need to provide its residents with two-way traffic and 6-foot sidewalks on either side of Hickory Street, which will provide safer vehicular circulation patterns and pedestrian access to the nearby Elias Brookings Elementary school, as well as park users and neighborhood residents; and

WHEREAS, the only feasible way to construct the improvements to Hickory Street and the sidewalks on both sides of the street, is to realign Hickory Street, which construction will require the change of use of a narrow segment of park land, approximately 6 feet wide and totaling 0.054 acres, along the southerly boundary of Ruth Elizabeth Park abutting Hickory Street, shown as the "Conversion Parcel" on the Plan attached hereto as Exhibit #1, which land is proposed to be maintained and controlled by the City of Springfield Department of Public Works ("Conversion Parcel"); and

WHEREAS, the Springfield Park Commission has determined that the conversion and transfer of the depicted "Conversion Parcel": (i) will not have a deleterious impact on the operation, activity, and availability of Ruth Elizabeth Park to the public; (ii) that no specific recreation resources, facilities, activities, or opportunities will be impacted; (iii) that the Conversion Parcel currently consists of the park fence line and woody growth along the fence, as well as lawn areas bordering the fence line; (iv)

there are no structures, resources, or park amenities within the land area proposed to be converted; and (v) that the remaining 5.868 acres of Ruth Elizabeth Park allows for the continued use of Ruth Elizabeth Park; and on February 3, 2016, the Springfield Park Commission voted its approval of the conversion of the parcel of land; and

WHEREAS, the City will take all necessary steps to replace the 0.054 acres of converted park land with replacement park land totaling 0.802 acres, by acquiring and converting the land shown on Exhibit #1 as Acquisition Parcels A, B, and C, abutting Hickory Street and Walnut Street, and dedicating such land as replacement park land under the control of the Springfield Park Commission, which will become a part of Ruth Elizabeth Park, resulting in a net gain of 0.748 acres of park land;

WHEREAS, the replacement of 0.802 acres on Hickory and Walnut Streets, for the conversion of 0.054 acres of Ruth Elizabeth Park for traffic improvement purposes, has been reviewed by the Commonwealth of Massachusetts Energy and Conservation Services, which has given its approval to the United States Department of the Interior, National Parks Service, for the change of use of the Conversion Parcel in order to provide safer vehicular circulation patterns and pedestrian access to the nearby Elias Brookings Elementary school, as well as park users and neighborhood residents, and has approved the acquisition and dedication of Acquisition Parcels A, B, and C as replacement park property; and

WHEREAS, the change of use of the Conversion Parcel from park land to traffic improvement purposes, to allow 2-way traffic on Hickory Street and the construction of sidewalks on both sides of the street, will provide safer vehicular circulation patterns and pedestrian access to the nearby Elias Brookings Elementary school, as well as park users and neighborhood residents, under the maintenance and control of the City of Springfield Department of Public Works, consistent with the terms and conditions stated herein, and in the attached Exhibits, provides an appropriate balance of the City's interest in assisting Springfield residents in expanding their access to Ruth Elizabeth Park, and improved safety in Springfield, with the important consideration of preserving park space for the public use; and

WHEREAS, it is in the best interest of the City to approve the change of use of the Conversion Parcel from park land to traffic

improvement purposes in order to provide safer vehicular circulation patterns and pedestrian access to the nearby Elias Brookings Elementary school, as well as park users and neighborhood residents to improve pedestrian access; and

WHEREAS, ARTICLE XCVII (97) of the Constitution of the Commonwealth of Massachusetts states lands and easements taken or acquired for such purposes shall not be used for other purposes or otherwise disposed of except by laws enacted by a two thirds vote, taken by yeas and nays, of each branch of the general court;

NOW THEREFORE, BE IT ORDERED,

A. That the Mayor of the City of Springfield be, and hereby is authorized on behalf of the City of Springfield, to take any and all steps necessary to secure the passage by the General Court of the special legislation entitled **"AN ACT AUTHORIZING THE CITY OF SPRINGFIELD TO CONVERT PARK LAND AT RUTH ELIZABETH PARK FOR TRAFFIC IMPROVEMENT USE PURSUANT TO ARTICLE 97, AND TO ACQUIRE AND DEDICATE REPLACEMENT PARK LAND"** in substantially the same form as the draft Act attached hereto, except for clerical or editorial errors.

B. That upon enactment by the General Court of the above referenced **"AN ACT AUTHORIZING THE CITY OF SPRINGFIELD TO CONVERT PARK LAND AT RUTH ELIZABETH PARK FOR TRAFFIC IMPROVEMENT USE PURSUANT TO ARTICLE 97, AND TO ACQUIRE AND DEDICATE REPLACEMENT PARK LAND"**, that the Mayor be and is hereby authorized in the name of and on behalf of the City of Springfield;

To change the use of the Conversion Parcel (0.054 acres) from park use under the control of the Park Commission, to traffic improvement use under the control of the Department of Public Works, and to acquire on behalf of the City, and take all necessary steps to formally transfer control of Acquisition Parcels A, B, and C (totaling 0.802 acres), to the Springfield Park Commission, to be dedicated for park purposes as part of Ruth Elizabeth Park, consistent with the terms and conditions of this Order and the attached Exhibits.

RESULT: REFERRED TO COMMITTEE

Next: 4/25/2016 7:00 PM

The Commonwealth of Massachusetts

In the Year Two Thousand Sixteen

**AN ACT AUTHORIZING THE CITY OF SPRINGFIELD TO CONVERT PARK
LAND AT RUTH ELIZABETH PARK FOR TRAFFIC IMPROVEMENT USE
PURSUANT TO ARTICLE 97, AND TO ACQUIRE AND DEDICATE
REPLACEMENT PARK LAND**

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

SECTION 1. The city of Springfield, acting by through its city council, with the approval of its mayor, may convert certain land known to be part of Ruth Elizabeth Park, to the Department of Public Works (DPW), for improvements to Hickory Street including two-way traffic and the installation of sidewalks on both sides of the street, to provide safer circulation patters and pedestrian access, as part of the Central Street Traffic Improvement Project. The portion of the land to be converted contains approximately 0.054 acres, and is shown as the "Conversion Parcel" on a plan entitled "Plan of Proposed Conversion and Acquisition" by GZA GeoEnvironmental, Inc., Engineers and Scientists. ("Plan").

SECTION 2. In consideration for the conversion of the Conversion Parcel, totaling 0.054 acres, to traffic improvement use under the control of the Department of Public Works, the City of Springfield will acquire and dedicate, and the Springfield Park Commission agrees to accept, approximately 0.802 acres of replacement park land consisting of Acquisition Parcels A, B, and C, as shown on the above-referenced Plan, which will thereafter become part of Ruth Elizabeth Park.

SECTION 3. This act shall take effect upon its passage.

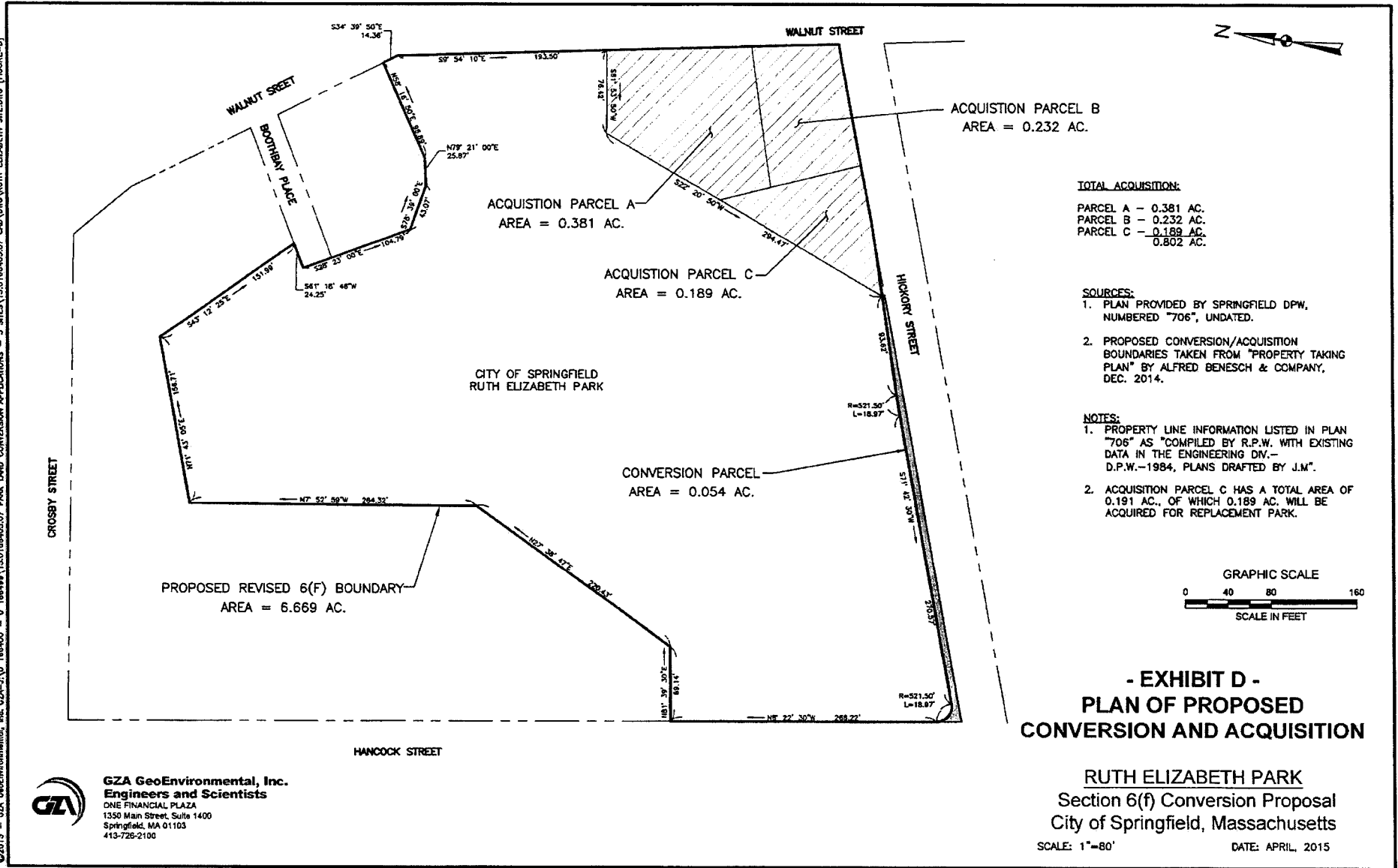
*To the Honorable Senate and House of Representatives of the Commonwealth of
Massachusetts In the General Court Assembled.*

The undersigned, Domenic J. Sarno, Mayor of the City of Springfield, in the name and on behalf of said City, and in the pursuance of an order, a duly attested copy of which is hereto annexed, petition the General Court for legislation entitled "AN ACT AUTHORIZING THE CITY OF SPRINGFIELD TO CONVERT PARK LAND AT RUTH ELIZABETH PARK FOR TRAFFIC IMPROVEMENT USE PURSUANT TO ARTICLE 97, AND TO ACQUIRE AND DEDICATE REPLACEMENT PARK LAND" in substantially the same form as a draft Act attached hereto.

Respectfully submitted,

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

EXHIBIT #1
 ©2015 - GZA GeoEnvironmental, Inc. GZA-15-0188405.07 PARK LAND CONVERSION APPLICATIONS - 3 SITES\15.0188405.07 CAD\WMO\RUTH ELIZABETH SITE.DWG [FIGURE-D]



TOTAL ACQUISITION:

PARCEL A - 0.381 AC.
 PARCEL B - 0.232 AC.
 PARCEL C - 0.189 AC.
 0.802 AC.

SOURCES:

1. PLAN PROVIDED BY SPRINGFIELD DPW, NUMBERED "706", UNDATED.
2. PROPOSED CONVERSION/ACQUISITION BOUNDARIES TAKEN FROM "PROPERTY TAKING PLAN" BY ALFRED BENESCH & COMPANY, DEC. 2014.

NOTES:

1. PROPERTY LINE INFORMATION LISTED IN PLAN "706" AS "COMPILED BY R.P.W. WITH EXISTING DATA IN THE ENGINEERING DIV.- D.P.W.-1984, PLANS DRAFTED BY J.M".
2. ACQUISITION PARCEL C HAS A TOTAL AREA OF 0.191 AC., OF WHICH 0.189 AC. WILL BE ACQUIRED FOR REPLACEMENT PARK.

ATTACHED ARE EXCERPTS FROM THE MATERIALS SUBMITTED TO THE
NATIONAL PARK SERVICE FOR APPROVAL - FOR INFORMATIONAL
PURPOSES.:

especially prior to any appraisal activity. Any previous LWCF project agreements and actions must be identified and understood to determine the actual Section 6(f) boundary.

The Section 6(f)(3) conversion proposal including the required NEPA environmental review documents (CE recommendation or an EA document) must focus on the loss of public outdoor recreation park land and recreational usefulness, and its replacement per 36 CFR 59, and not the activities precipitating the conversion or benefits thereof, such as the impacts of constructing a new school to relieve overcrowding or constructing a hotel/restaurant facility to stimulate the local economy. Rather, the environmental review must 1) focus on "resource impacts" as indicated on the ESF (Step 6), including the loss of public park land and recreation opportunities (ESF A-15), and 2) the impacts of creating new replacement park land and replacement recreation opportunities. A separate ESF must be generated for the converted park area and each replacement site. Section 6(f)(3) conversions always have more than minor impacts to outdoor recreation (ESF A-15) as a result of loss of parkland requiring an EA, except for "small" conversions as defined in the LWCF Manual Chapter 8.

For NPS review and decision, the following elements are required to be included in the State's completed conversion proposal to be submitted to NPS:

1. A letter of transmittal from the SLO recommending the proposal.

See attached.

2. A detailed explanation of the sponsor's need to convert the Section 6(f) parkland including all efforts to consider other practical alternatives to this conversion, how they were evaluated, and the reasons they were not pursued.

The parkland conversion is needed to allow for the city to widen Hickory Street, which borders the park to the south, to accommodate two-way traffic as part of a larger traffic safety improvement project within the city. A small (0.054± acre), narrow segment of park along its southern frontage on Hickory Street would be converted to city land to provide for a 50-ft right-of-way for Hickory Street that will allow for two-way traffic and for a six foot sidewalk on either side of the road, which will provide safer circulation patterns and pedestrian access for the nearby Elias Brookings Elementary School, park users, and neighborhood residents. Other options were considered, including widening the roadway on the southerly side, widening both sides (to the north and south), and widening the northerly side. The preferred alignment was determined to be retaining the existing south side curb line and widening the roadway to the north toward Ruth Elizabeth Park to limit impacts to private residences and properties along the south edge of the roadway.

3. An explanation of how the conversion is in accord with the State Comprehensive Outdoor Recreation Plan (SCORP).

This conversion meets the SCORP goals of investing in recreation areas that are close to home for short visits within a short walk or ride to a large number of residents and investing in racially, economically, and age diverse neighborhoods. Ruth Elizabeth Park is located in Six Corners, a densely populated and racially diverse neighborhood with a large population of residents under the age of 18, as well as a large number of seniors. The replacement park will provide for a large extension of Ruth Elizabeth Park, which will provide better access, a gateway entrance, and additional amenities.

4. Completed "State Appraisal/Waiver Valuation Review form in Step 7 for each of the converted and replacement parcels certifying that the appraisals meet the "Uniform Appraisal Standards for Federal Land Acquisitions." States must retain copies of the appraisals/waiver valuations and make them available for review upon request.

See attached.

5. For the park land proposed for conversion, a detailed description including the following:
 - a. Specific geographic location on a map, 9-digit zip code, and name of park or recreation area proposed for conversion.

Ruth Elizabeth Park is located on land north of Hickory Street, between Hancock and Walnut Streets, in the Six Corners neighborhood within the city of Springfield, MA, at Latitude 42° 5.93'N and Longitude 72° 33.90'W. The 9-digit zip code for the park is 01105-1607. A small area (0.054± acres) along the southern boundary of Ruth Elizabeth Park at Hickory Street is proposed for conversion. Refer to Exhibit A, entitled "Conversion Locus Plan", prepared by GZA GeoEnvironmental, Inc., dated April 2015 which provides a locus of the park and surrounding neighborhood. Refer also to Exhibit B entitled "Existing Conditions Plan – Ruth Elizabeth Park", prepared by GZA GeoEnvironmental, Inc. (GZA), dated April 2015 which depicts the existing 6(f) area.

- b. Description of the area proposed for the conversion including the acreage to be converted and any acreage remaining. For determining the size of the conversion, consider not only the physical footprint of the activity precipitating the conversion, but how the precipitating activity will impact the entire 6(f) park area. In many cases the size of the converted area is larger than the physical footprint. Include a description of the recreation resources, facilities, and recreation opportunities that will be impacted, displaced or lost by the proposed conversion. For proposals to partially convert a Section 6(f) park area, the remaining 6(f) park land must remain recreationally viable and not be impacted by the activities that are precipitating the conversion. If it is anticipated that the precipitating activities impact the remaining Section 6(f) area, the proposed area for the conversion should be expanded to encompass all impacted park land.

The existing Ruth Elizabeth Park parcel consists of 5.922 acres of land. Ruth Elizabeth Park is located in the Six Corners neighborhood of Springfield between Hancock and Walnut Streets, bounded by Hickory Street to the south. The park contains a water spray play area, pavilion, two play structures with wood carpet safety surfacing, a basketball court with chain link fencing, pedestrian benches, water fountain, water and electrical utilities, landscaping with irrigation, ornamental fencing, and soccer/football field with underdrains and irrigation, as well as paved walkways. The park is abutted by the former Elias Brookings School along Hancock Street (which was severely damaged by a June 2011 tornado and has been replaced by a new school across Walnut Street from the park), residences along the north side, and residences/businesses along the east side and south side across Hancock Street. Surrounding land uses in the neighborhood are mixed, with residential, commercial, industrial, and institutional uses.

The proposed conversion area (0.054 acres) is a thin margin of land along the southerly boundary of Ruth Elizabeth Park abutting Hickory Street. The area consists of a linear corridor approximately 6 feet wide along the frontage on Hickory Street. The area subject to the conversion currently consists of the park fenceline and woody growth along the fence, as well as lawn areas bordering the fenceline. Besides the chain link fence and lawn area bordering it, there are no structures, resources, or park amenities within the land area proposed to be converted.

5.868 acres of the 6(f) park area would remain as 6(f) land after the conversion. As compensation, three abutting parcels near the corner of Hickory and Walnut Streets would become part of Ruth Elizabeth Park, adding approximately 0.802 acres, as described in Item 6 below that addresses the replacement park area. Refer to Exhibit C entitled "Acquisition Locus Plan", prepared by GZA, dated April 2015.

- c. Description of the community and population served by the park, including users of the park and uses.

Six Corners is the smallest of Springfield's neighborhoods and contains 247 acres of land. Six Corners is a racially diverse area with a median income of \$17,000 and at least 30% of its population is under the age of 18.

- d. For partial conversions, a revised 6(f) map clearly indicating both the portion that is being converted and the portion remaining intact under Section 6(f).

See Plan attached as Exhibit D entitled "Plan of Proposed Conversion and Acquisition – Ruth Elizabeth Park", prepared by GZA, dated April 2015, which depicts the areas being converted, the area to remain intact, and the three acquisition parcels.

6. For each proposed replacement site:

- a. Specific geographic location on a map, 9-digit zip code, and geographical relationship of converted and replacement sites. If site will be added to an existing public park/outdoor recreation area, indicate on map.

The proposed replacement park land that will be added to Ruth Elizabeth Park consists of three parcels that immediately abut the existing Ruth Elizabeth Park at the boundary of the Six Corners and Old Hill neighborhoods in Springfield, as shown in Exhibit C entitled "Acquisition Locus Plan" and Exhibit D entitled "Plan of Proposed Conversion and Acquisition – Ruth Elizabeth Park", prepared by GZA, dated April 2015. The replacement parkland is located at Latitude 42° 5.89'N and Longitude 72° 33.87'W. The 9 digit zip code for the replacement parcels is 01105-1607.

Acquisition Parcel A abuts Walnut Street and will be converted in its entirety (0.381 acres) to become part of Ruth Elizabeth Park. Acquisition Parcel B abuts Hickory and Walnut Streets and will also be converted in its entirety to parkland (0.232 acres). Acquisition Parcel C abuts Hickory Street and is 0.191 acres. Of this land, approximately 88 SF will be taken for the Hickory Street roadway improvements and the remaining 0.189 acres will become part of Ruth Elizabeth Park. The total land to be added to Ruth Elizabeth Park as replacement land will be approximately 0.802 acres. This will result in a net gain of parkland of 0.748 acres, creating a revised 6(f) boundary for Ruth Elizabeth Park of 6.669 acres.

- b. Description of the site's physical characteristics and resource attributes with number and types of resources and features on the site, for example, 15 acres wetland, 2,000 feet beachfront, 50 acres forest, scenic views, 75 acres riparian, vacant lot, special habitat, any unique or special features, structures, recreation amenities, historic/cultural resources, hazardous materials/contamination history, restrictions, institutional controls, easements, rights-of-way, overhead/underground utilities including overhead wires, towers, etc.

Parcel A is currently wooded near its shared boundary with the park and has a grassed area along Walnut Street. Parcel B is currently a commercial property with a structure and paved parking areas, with wooded areas along its western boundary. Parcel C is currently a multi-unit residential property with paved parking areas and limited grassed/landscaped areas.

- c. Identification of the owner of the replacement site, and its recent history of use/function up to the present.

Parcel A is currently owned by the city of Springfield and is undeveloped. Parcel B is currently owned by AJI Sales Corporation and is currently being used as a poultry store. Parcel C is currently owned by Wesley H James Sr. and Eulah Marie James, and is a multi-family residential property. Parcels A and B are zoned Business B and Parcel C is zoned Business A.

- d. Detailed explanation of how the proposed replacement site is of reasonably equivalent usefulness and location as the property being converted, including a description of the recreation needs that will be met by the new replacement parks, populations to be served, and new outdoor recreation resources, facilities, and opportunities to be provided.

The proposed replacement park area will be utilized for public parking to provide improved access to the park, new walking trails providing connectivity to the existing soccer field and other park amenities in the current park, a new park entrance with signage at the corner of Hickory and Walnut Streets, a new brick paver patio with picnic area, lawn areas, an exposed bedrock feature, and standard amenities (benches, trash receptacles, new park trees, and landscaped plant beds). Refer to Exhibit F "Replacement Park Concept – Ruth Elizabeth Park" that depicts a concept of the proposed improvements and amenities of the replacement park land to be added to Ruth Elizabeth Park.

- e. Identification of owner and manager of the new replacement park?

Ruth Elizabeth Park will be owned/managed by:

**City of Springfield Dept. of Parks, Buildings, and Recreation Management
200 Trafton Road
Springfield, MA 01108
Attn: Patrick Sullivan, Executive Director**

City of Springfield

Memo

To: Anthony Wilson
From: Kateri Walsh, Chairperson
CC:
Date: April 5, 2016
Re: Maintenance & Development Committee

NOTICE OF MEETING

The Maintenance & Development Committee of the City Council will meet on Friday, April 1, 2016 at 3:00 P.M. in Room 200 of City Hall. Your attendance is necessary to help expedite this matter. All interested parties are invited to attend. Thank you.

AGENDA

1. Discussion of: Order approving a special act authorizing the City of Springfield to convert park land at Ruth Elizabeth Park for traffic improvement use pursuant to ARTICLE 97 and to acquire and dedicate replacement park land.
2. All other business brought properly before this Committee.

Karla Bourassa
Administrative Aide


City of Springfield

36 Court Street
Springfield, MA 01103

Meeting: 04/04/16 07:00 PM

Department: City Council

Category: General

Prepared By: Karla Bourassa

Initiator: Orlando Ramos

Sponsors: At-Large Councilor Bud L. Williams

DOC ID: 3459 A

ADOPTED
RESOLUTION (ID # 3459)
UFCW Springfield
CITY OF SPRINGFIELD

In the City Council April 4, 2016

WHEREAS, The United Food and Commercial Workers Union Local 1459 was established in 1938 and is located at 33 Eastland Street in Springfield, and

WHEREAS, UFCW 1459 represents the interests of 5,000 hardworking men and women in Springfield, Western Mass and Vermont, and

WHEREAS, UFCW 1459 has 1,500 members employed by the Stop & Shop Supermarket Company, and

WHEREAS, The parties are currently in the negotiation process, and

WHEREAS, The mission of UFCW Local 1459 is to improve the lives of working families and to bring economic justice to the workplace and the community,

NOW, THEREFORE, BE IT RESOLVED that the Springfield City Council stands in support of the United Food and Commercial Workers Union Local 1459, who represent the interests of many hardworking families in our community; and

BE IT FURTHER RESOLVED that the Springfield City Council urges representatives of the Stop & Shop Supermarket Company to reach a fair resolution that appropriately values their dedicated workforce.

RESULT: PASSED BY VOICE VOTE


City of Springfield

36 Court Street
Springfield, MA 01103

Meeting: 04/04/16 07:00 PM

Department: City Council

Category: General

Prepared By: Kelley Mickiewicz

Initiator: Bud L. Williams

Sponsors: At Large Councilor Hurst, Ward 5 Councilor Williams

DOC ID: 3460

ADOPTED
RESOLUTION (ID # 3460)

Moratorium on Historic Demolitions

CITY OF SPRINGFIELD

In the City Council April 4, 2016

WHEREAS, City Councilors Bud L. Williams and Justin Hurst are requesting Mayor Domenic Sarno to implement a 180-day moratorium on municipal demolition of buildings on, or eligible for listing on the National Register of Historic Places, and

WHEREAS, the request comes as bids are being advertised for demolition of two houses on the National Register of Historic Places at 62 Bowdoin Street and 74 Yale Street in the McKnight Historic District and one building at 803-809 Liberty Street, which have been recommended for listing on the Register, and

WHEREAS, many consultants have come to the City of Springfield and pointed out that one of our assets is our stock of historic buildings, and

WHEREAS, the city government, however continues to be more willing to find funds for demolitions than to find funds to provide rehabilitation incentives,

NOW, THEREFORE, BE IT RESOLVED that the Springfield City Council strongly urge Mayor Sarno to institute a 180-day moratorium on municipal demolition of historic buildings and to develop resources to provide incentives to restore these buildings and preserve the cultural heritage of our neighborhoods.

RESULT: PASSED BY VOICE VOTE


City of Springfield

 36 Court Street
 Springfield, MA 01103

ADOPTED
PETITION (ID # 3465)

 Meeting: 04/04/16 07:00 PM
 Department: Department of Public Works
 Category: General
 Prepared By: Hector Velez
 Initiator: Hector Velez
 Sponsors: Mayor Domenic J. Sarno
 DOC ID: 3465

Oll Hill Neighborhood

CITY OF SPRINGFIELD, MASSACHUSETTS

Date: March 30, 2016

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

The Board of Public Works, to which was referred the petition of the Columbia Gas of Massachusetts, dated March 8, 2016 to install underground gas main pipe within the Right of Way along various street on Old Hill Neighborhood to introduce medium pressure gas to the area and retire the aged low pressure cast iron mains. **(Phase 1)** Starting at the interception of Eastern Avenue and King Street running westerly direction with two (2") inches PVC pipe along the south side of King Street for one thousand three seventy-five (1,375') feet to turn southerly direction on Merrick Avenue and run on the west side of Merrick Avenue three hundred fifty-five (355') feet to Lebanon Street. **(Phase 2)** Continue with two (2") inches PVC pipe along the south side of King Street for nine hundred sixty (960') feet to turn southeasterly direction on Nelson Avenue and run on the east side of Nelson Avenue three hundred fifty-five (355') feet to Lebanon Street and continue on King Street for nine hundred twenty-five (925') feet to turn northerly direction on Hancock Street running on the east side with six (6") inches PVC pipe below the sidewalk for three hundred seventy-five (375') feet to Pendleton Avenue and continue on King Street with two (2") inches PVC pipe for nine hundred twenty-five (925') feet to Walnut Street, all as substantially shown on a plan attached with Project ID 16-35979, which is incorporated herein by reference and to lay and maintain underground gas main pipes for the purpose of improvements of the system, reports thereon as follows:

By virtue of Chapter 708 of the Acts of 1977 the Board of Public Works held the hearing on the above matter provided for in Section 22 of Chapter 166 of the General Laws. The hearing was held on March 30, 2016 at the corner of King Street and Walnut Street in Springfield, MA at 5:00 P.M. after due notice from the office of the City Clerk. Three (3) members of the Board and one (1) persons interested in the matter were present. Of the latter, one (1) voted in favor of and no-one (0) voted against.

The Board finds the request necessary in order that the utility company can upgrade existing underground facilities in order to improve the quality of service in the area.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____)
_____) BOARD OF PUBLIC WORKS
_____)

RESULT: RECEIVED PASSED



March 8th, 2016

Honorable Mayor and City Council
City of Springfield
City Hall
Court Street
Springfield, MA 01103

ATTN: Mr. Waymen Lee, City Clerk

Ladies & Gentlemen:

Columbia Gas of Massachusetts (CMA) hereby requests that it be granted a location for and permission to install underground gas main(s) within a section of the Old Hill Neighborhood (as seen in the attached plan). Work will extend to the following streets in varying degrees and durations:

This project will start at King St @ Walnut St:

- King St (from Walnut St to Eastern Ave)
- Merrick Ave (from King St to Lebanon St)
- Nelson Ave (from King St to Lebanon St)
- Hancock St (from Pendleton Ave to King St)

This project will introduce medium pressure gas to the area and retire the aged low pressure cast iron mains, this project will coincide with Springfield DPW paving schedule for the year 2016 and 2017. All proposed work will include such laterals and service connections as it may now or subsequently find necessary.

Said gas main to be installed in accordance with the enclosed plan.

Sincerely,

Richard Salvarezza

A true copy of a petition referred to the Board of Public Works on:

March 8, 2016

Attest:

City Clerk

Attachment: Petition Old Hill (3465 : Old Hill Neighborhood)

Columbia Gas[®] of Massachusetts

A NiSource Company



Know what's below.
Call before you dig.

PHASE I	JOB ORDER NUMBER (INSTALL)	16-0827069-00
	JOB ORDER NUMBER (ABANDON)	16-0827070-00
PHASE II	JOB ORDER NUMBER (INSTALL)	16-0827015-00
	JOB ORDER NUMBER (ABANDON)	16-0827016-00

PROJECT ID 16-35979
KING ST PHASE I & II
JOB TYPE: BUDGET NAME (557 / 558 / 557 / 558)

SPRINGFIELD DPW PAVING TO OCCUR ON:
KING - WALNUT TO EASTERN
MERRICK - ALL
***RESTORE WITH 4" BASE ONLY**

PROJECT INFORMATION

FIELD ENGINEER/TECHNICIAN:	RICHARD SALVAREZZA
CONSTRUCTION FLL:	MARK PARISEAU / KIRK GEDMAN / LAUREN ANDERSON
PERMITS:	CITY PERMIT SPRINGFIELD BOARD OF PUBLIC WORKS SPRINGFIELD CITY COUNCIL
TCC:	8200
COUNTY:	HAMPDEN (013)
TAX DISTRICT:	0000244
MAP NUMBER:	34
SYSTEM NUMBER(S):	80003054(LP) / 80003048(MP)
24 HR. EMERGENCY LINE:	COLUMBIA GAS OF MASSACHUSETTS 1-800-525-8222

VICINITY MAP

SCALE: N.T.S.



PROJECT DESCRIPTION

RERUN MAIN ON KING ST, NELSON ST, HANCOCK ST AND MERRICK AVE DUE TO MUNICIPALITY PAVING IN 2016 AND 2017.

SHEET INDEX

DWG.	DESCRIPTION
T-1	TITLE SHEET
O-1	OVERVIEW SHEET
L-1 - L-8	LAYOUT PLANS
D-1	CONSTRUCTION DETAILS

PROJECT SUMMARY TABLES

PHASE I	PROPOSED INSTALLATION			PROPOSED ABANDONMENT		
	LENGTH (FT)	SIZE (IN)	TYPE	LENGTH (FT)	SIZE (IN)	TYPE
	670'	2"	PHMP	445'	4"	BSLP
				370'	3"	CILP
				445'	3"	CILP
	670'	TOTAL INSTALLATION (FEET)		1,260'	TOTAL ABANDONMENT (FEET)	
	PROPOSED GAS SERVICES					
	REPLACEMENTS	TIE OVERS	TOTAL SERVICES		METER OUTS	
ESTIMATED GAS SERVICES	10	6	16		11	

PHASE II

PROPOSED INSTALLATION			PROPOSED ABANDONMENT		
LENGTH (FT)	SIZE (IN)	TYPE	LENGTH (FT)	SIZE (IN)	TYPE
2,235'	2"	PHMP	960'	4"	CILP
375'	6"	PHMP	360'	6"	CILP
			980'	4"	BSLP
			375'	3"	CILP
2,610'	TOTAL INSTALLATION (FEET)		2,675'	TOTAL ABANDONMENT (FEET)	
PROPOSED GAS SERVICES					
	REPLACEMENTS	TIE OVERS	TOTAL SERVICES		METER OUTS
ESTIMATED GAS SERVICES	63	35	97		57

TOTALS	3,280'	TOTAL INSTALLATION (FEET)		3,935'	TOTAL ABANDONMENT (FEET)	
	PROPOSED GAS SERVICES					
		REPLACEMENTS	TIE OVERS	TOTAL SERVICES	METER OUTS	
	ESTIMATED GAS SERVICES	73	41	113	68	

GENERAL NOTES

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

LEGEND

EXISTING GAS MAIN	TEST WELL
EXISTING GAS MAIN TO BE ABANDONED	REGULATOR STATION
PROPOSED GAS MAIN	SINGLE CUSTOMER REGULATOR
PROPOSED GAS MAIN UPRATE	METER
COATED STEEL GAS MAIN	METER WITH REGULATOR
CAST IRON GAS MAIN	TEST POINT (STATION)
BARE STEEL GAS MAIN	GAS SERVICE TIE-OVER
WROUGHT IRON GAS MAIN	GAS SERVICE REPLACEMENT
HIGH DENSITY POLYETHYLENE GAS MAIN	METER MOVE OUT
MEDIUM DENSITY POLYETHYLENE GAS MAIN	TELEPHONE MANHOLE
LOW PRESSURE	CATCH DRAIN
INTERMEDIATE PRESSURE	ELECTRIC MANHOLE
MEDIUM PRESSURE	SEWER MANHOLE
HIGH PRESSURE	ATTACHED
BRIDGE HANGER	WETLAND
BUILDING HANGER	GAS VALVE
DIRECTIONAL BORE	CRITICAL GAS VALVE
INSERTED	PRESSURE CONTROL FITTINGS
OPEN CUT	TRANSITION
PNEUMATIC BORE	END CAP
PLOWED	REDUCER
ROOF TOP	ELECTRONIC MARKER
EXISTING	
PROPOSED	
W1	WELD LOCATION
T1	GAS MAIN TIE IN LOCATION
A1	GAS MAIN ABANDONMENT LOCATION

PROPOSED

REVISIONS

REV. #	DATE	DESCRIPTION
0	03/08/2016	ISSUED FOR CITY BPW PETITION
DESIGNED BY	RAS	02/29/2016 413-302-5853
DRAWN BY	RAS	02/29/2016 413-302-5853
CHECKED BY	TAO	02/29/2016 413-265-9476
AS-BUILT BY		
NAME	DATE	PHONE #

SITE NAME:

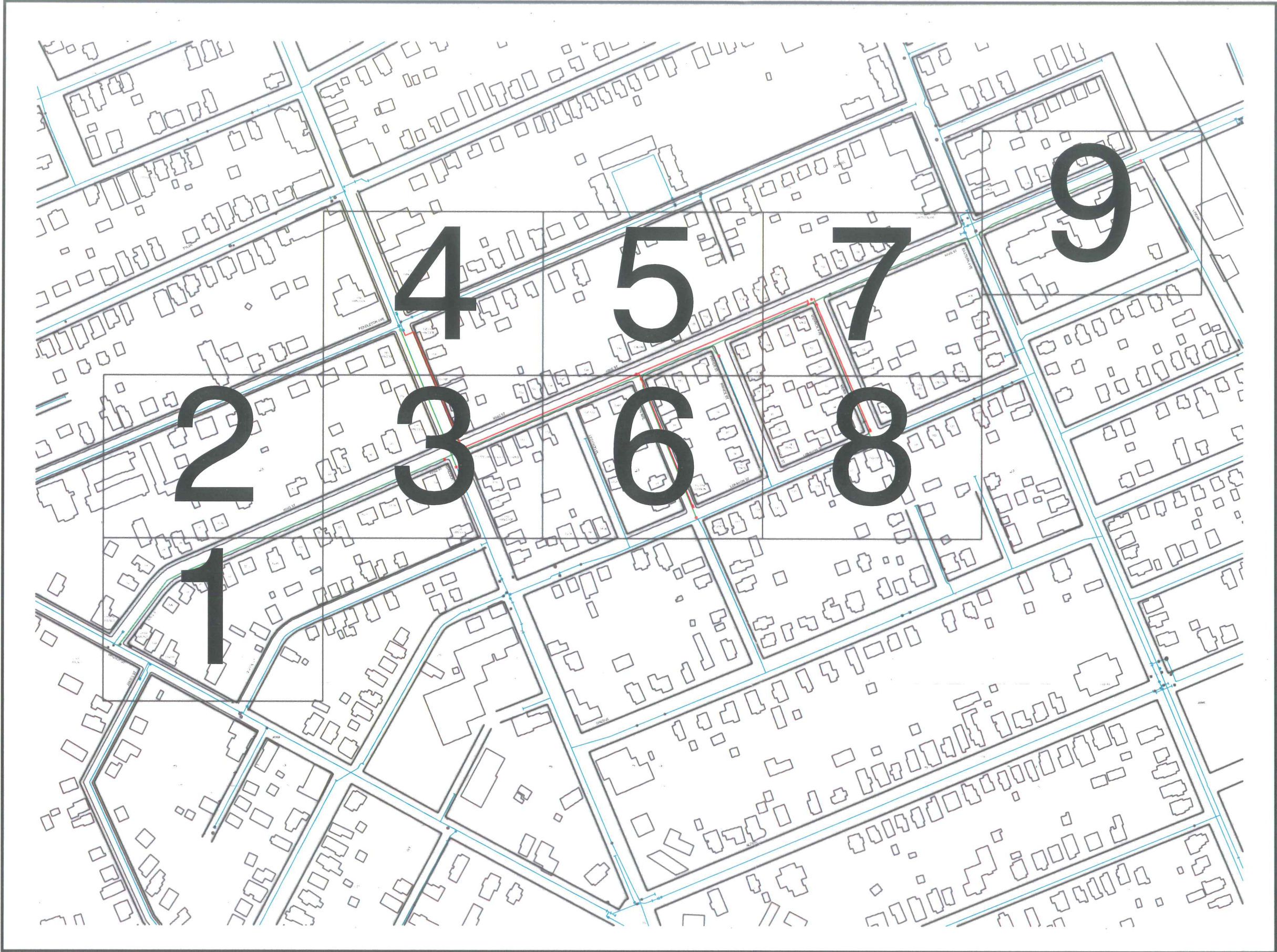
JO# SEE T-1
JO# SEE T-1
PROJECT ID# 16-35979
KING ST REPLACEMENT
SPRINGFIELD, HAMPDEN

DRAWING TITLE:

TITLE SHEET

DRAWING NO:

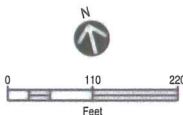
T-1



Know what's below.
Call before you dig.

	4	5	7	9
2	3	6	8	
1				

KEY PLAN



PROPOSED

REVISIONS

0	03/08/2016	ISSUED FOR CITY BPW PETITION
---	------------	------------------------------

REV. #	DATE	DESCRIPTION
--------	------	-------------

DESIGNED BY	RAS	02/29/2016	413-302-5853
DRAWN BY	RAS	02/29/2016	413-302-5853
CHECKED BY	TAO	02/29/2016	413-265-9476
AS-BUILT BY			
	NAME	DATE	PHONE #

SITE NAME:
JO# SEE T-1
JO# SEE T-1
PROJECT ID# 16-35979
KING ST REPLACEMENT
SPRINGFIELD, HAMPDEN

PROJECT TITLE:

OVERVIEW SHEET

DRAWING NO:

O-1



Know what's below.
Call before you dig.

2	3	4	5	6	7	8	9
---	---	---	---	---	---	---	---

KEY PLAN

PROPOSED

REVISIONS			
REV. #	DATE	DESCRIPTION	
0	03/08/2016	ISSUED FOR CITY BPW PETITION	

DESIGNED BY	RAS	02/29/2016	413-302-5853
DRAWN BY	RAS	02/29/2016	413-302-5853
CHECKED BY	TAO	02/29/2016	413-265-9476
AS-BUILT BY			
	NAME	DATE	PHONE #

SITE NAME:

JO# SEE T-1
JO# SEE T-1
PROJECT ID# 16-35979
KING ST REPLACEMENT
SPRINGFIELD, HAMPDEN

PROJECT TITLE:

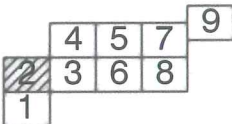
LAYOUT SHEET

DRAWING NO:

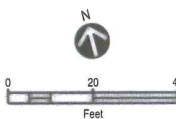
L-1



Know what's below.
Call before you dig.



KEY PLAN



PROPOSED

REVISIONS

REV. #	DATE	DESCRIPTION
0	03/08/2016	ISSUED FOR CITY BPW PETITION

DESIGNED BY	RAS	02/29/2016	413-302-5853
DRAWN BY	RAS	02/29/2016	413-302-5853
CHECKED BY	TAO	02/29/2016	413-302-5853
AS-BUILT BY			
NAME	DATE	PHONE #	

SITE NAME:

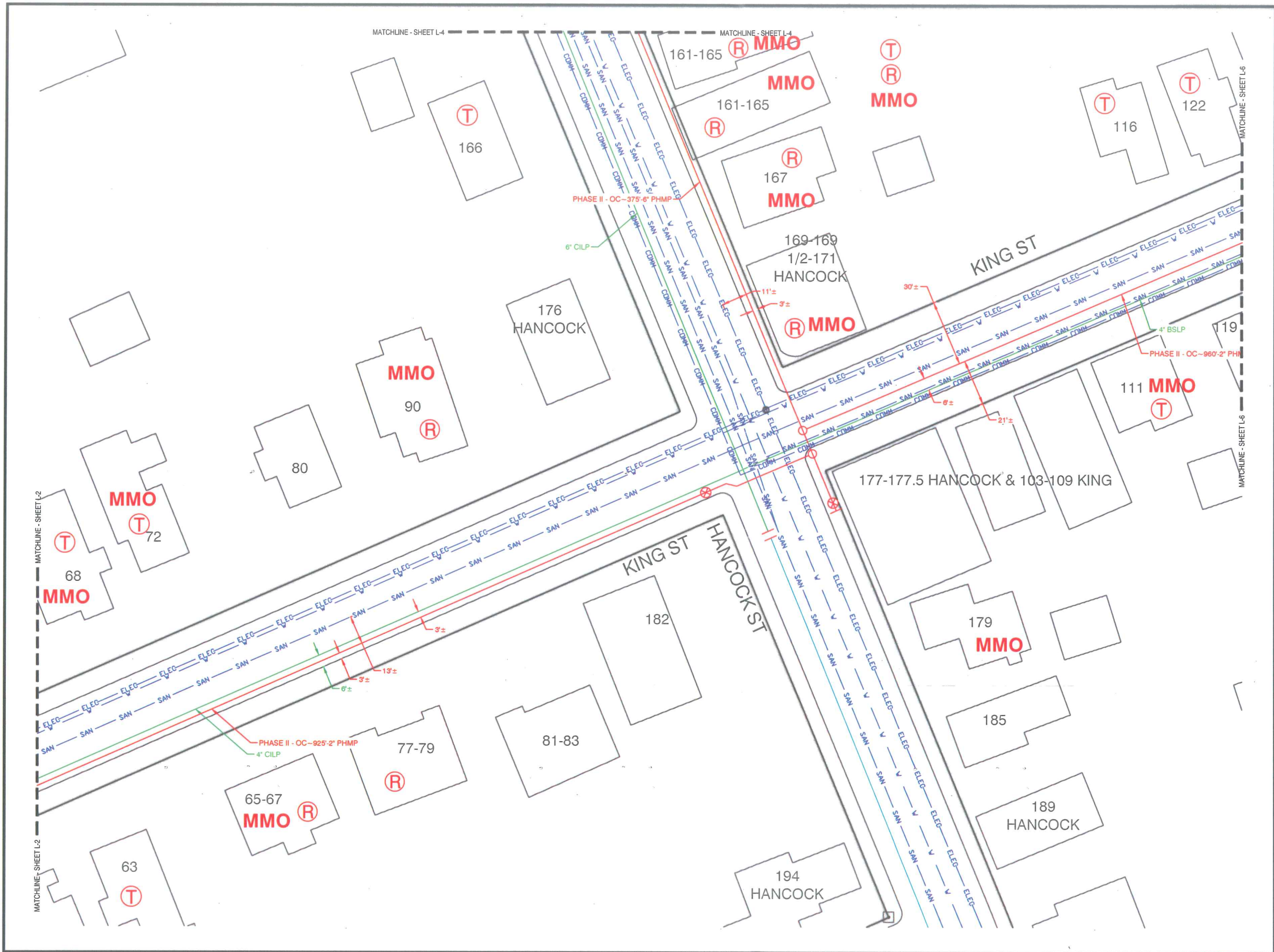
JO# SEE T-1
JO# SEE T-1
PROJECT ID# 16-35979
KING ST REPLACEMENT
SPRINGFIELD, HAMPDEN

PROJECT TITLE:

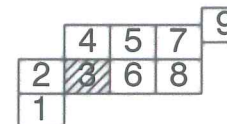
LAYOUT SHEET

DRAWING NO:

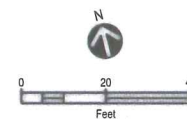
L-2



Know what's below.
Call before you dig.



KEY PLAN



PROPOSED

REVISIONS

REV. #	DATE	DESCRIPTION
0	03/08/2016	ISSUED FOR CITY BPW PETITION

DESIGNED BY	RAS	02/29/2016	413-302-5853
DRAWN BY	RAS	02/29/2016	413-302-5853
CHECKED BY	TAO	02/29/2016	413-265-9476
AS-BUILT BY			

SITE NAME:

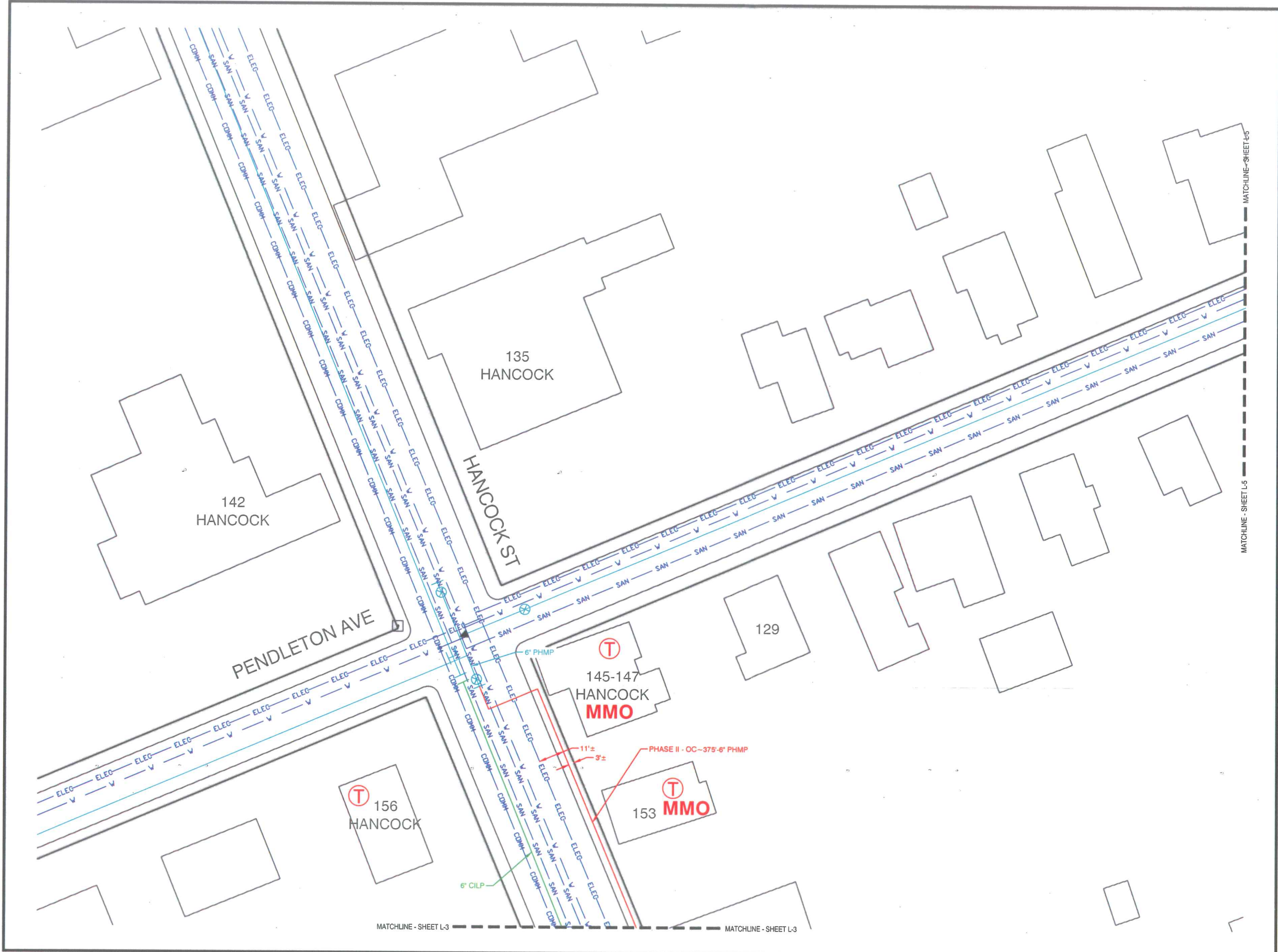
JO# SEE T-1
JO# SEE T-1
PROJECT ID# 16-35979
KING ST REPLACEMENT
SPRINGFIELD, HAMPDEN

PROJECT TITLE:

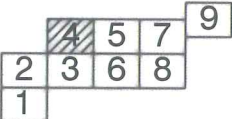
LAYOUT SHEET

DRAWING NO:

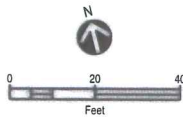
L-3



Know what's below.
Call before you dig.



KEY PLAN



PROPOSED

REVISIONS

REV. #	DATE	DESCRIPTION
0	03/08/2016	ISSUED FOR CITY BPW PETITION

DESIGNED BY	RAS	02/29/2016	413-302-5853
DRAWN BY	RAS	02/29/2016	413-302-5853
CHECKED BY	TAO	02/29/2016	413-265-9476
AS-BUILT BY			
NAME	DATE	PHONE #	

SITE NAME:

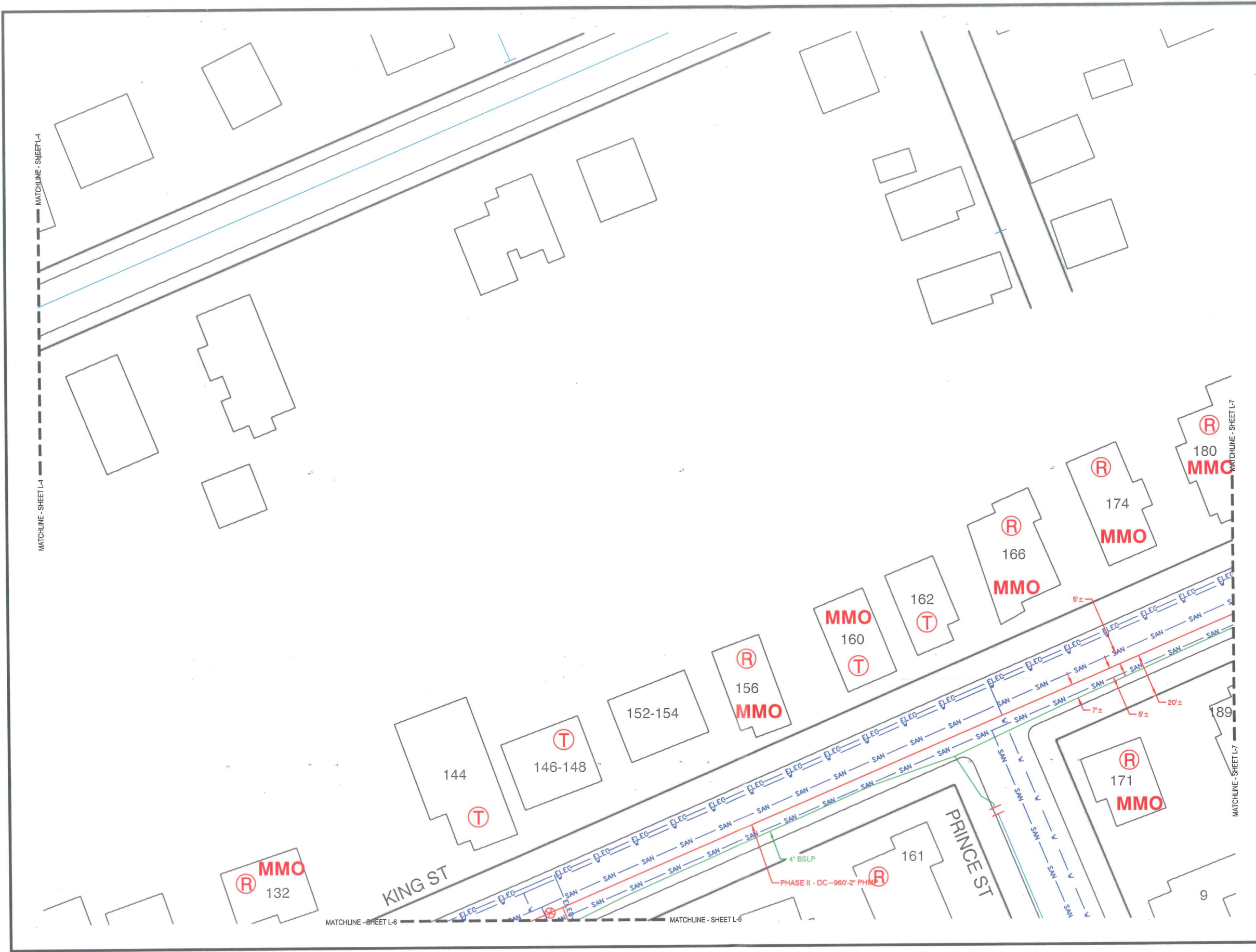
JO# SEE T-1
JO# SEE T-1
PROJECT ID# 16-35979
KING ST REPLACEMENT
SPRINGFIELD, HAMPDEN

PROJECT TITLE:

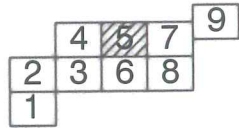
LAYOUT SHEET

DRAWING NO:

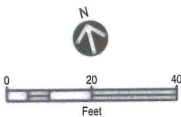
L-4



Know what's below.
Call before you dig.



KEY PLAN



PROPOSED

REVISIONS

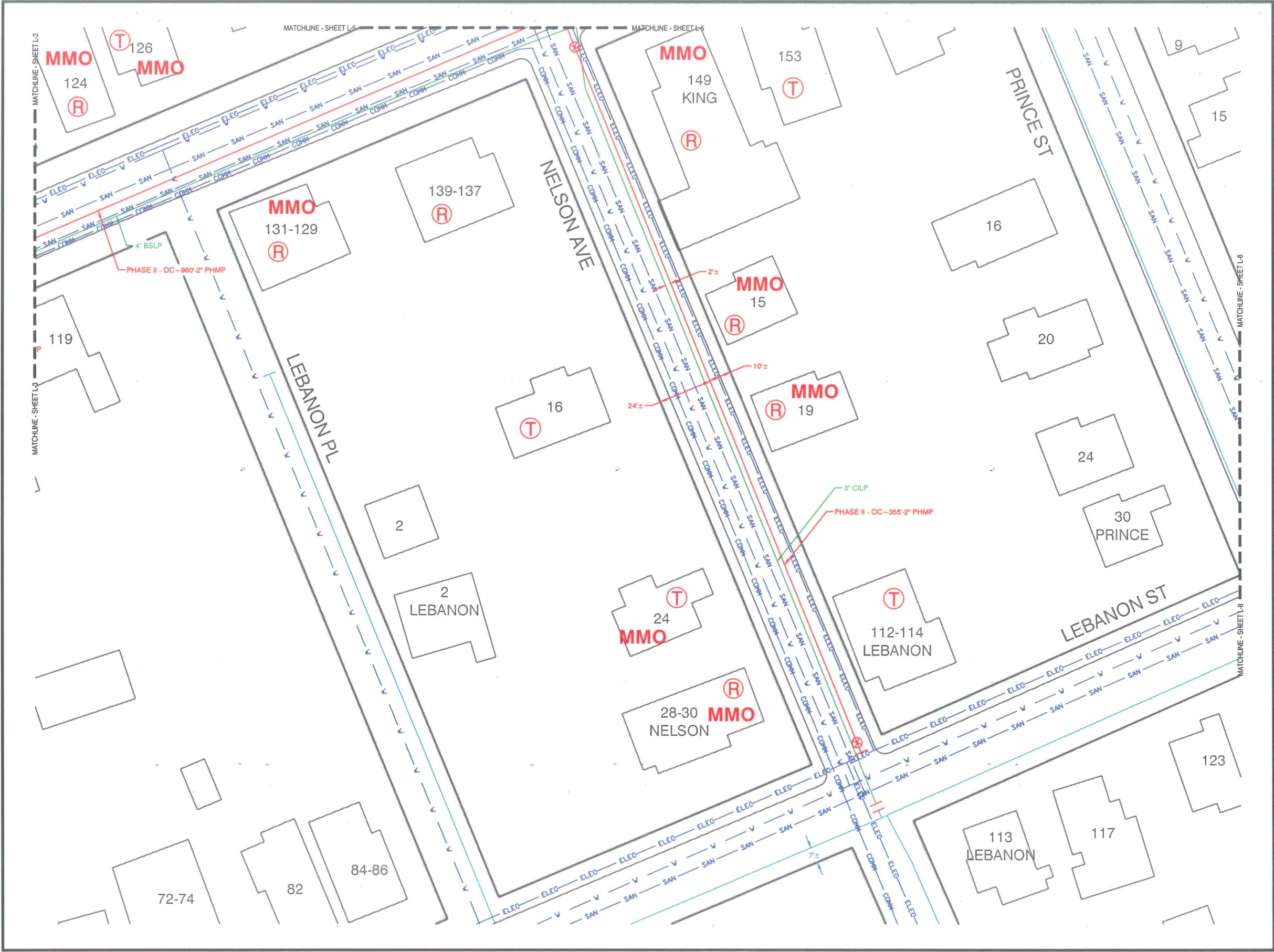
REV. #	DATE	DESCRIPTION
0	03/08/2016	ISSUED FOR CITY BPW PETITION

DESIGNED BY	RAS	02/29/2016	413-302-5853
DRAWN BY	RAS	02/29/2016	413-302-5853
CHECKED BY	TAO	02/29/2016	413-265-9476
ASBUILT BY			
	NAME	DATE	PHONE #

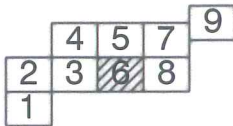
SITE NAME:
JO# SEE T-1
JO# SEE T-1
PROJECT ID# 16-35979
KING ST REPLACEMENT
SPRINGFIELD, HAMPDEN

PROJECT TITLE:
LAYOUT SHEET

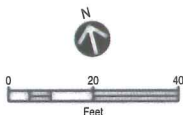
DRAWING NO:
L-5



Know what's below.
Call before you dig.



KEY PLAN



PROPOSED

REVISIONS

REV. #	DATE	DESCRIPTION
0	03/08/2016	ISSUED FOR CITY BPW PETITION

DESIGNED BY	RAS	02/29/2016	413-302-5853
DRAWN BY	RAS	02/29/2016	413-302-5853
CHECKED BY	TAO	02/29/2016	413-265-9476
AS-BUILT BY			

SITE NAME:

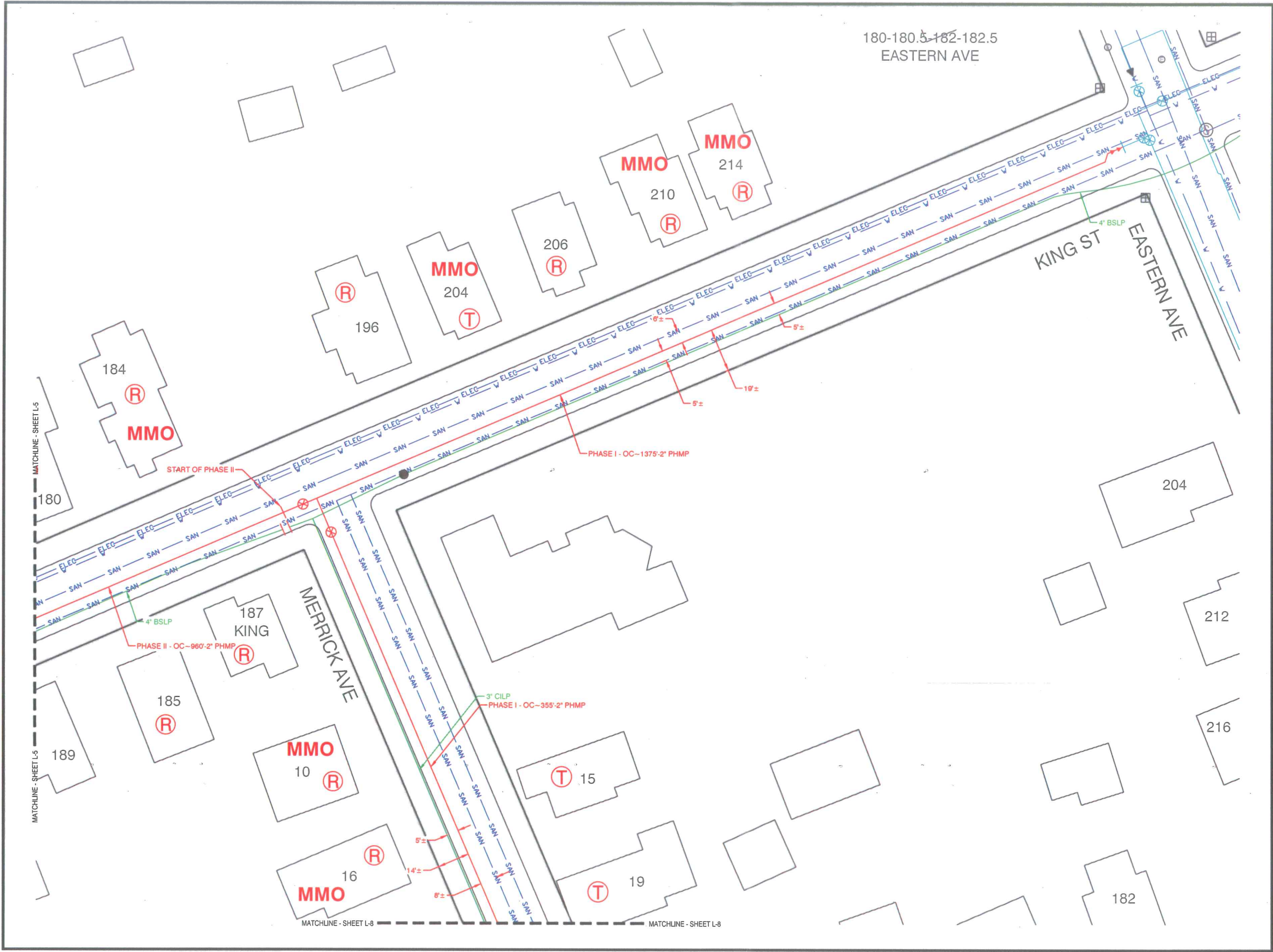
JO# SEE T-1
JO# SEE T-1
PROJECT ID# 16-35979
KING ST REPLACEMENT
SPRINGFIELD, HAMPDEN

PROJECT TITLE:

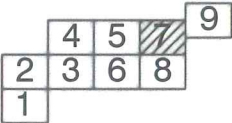
LAYOUT SHEET

DRAWING NO:

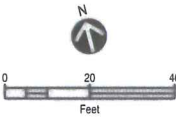
L-6



Know what's below.
Call before you dig.



KEY PLAN



PROPOSED

REVISIONS

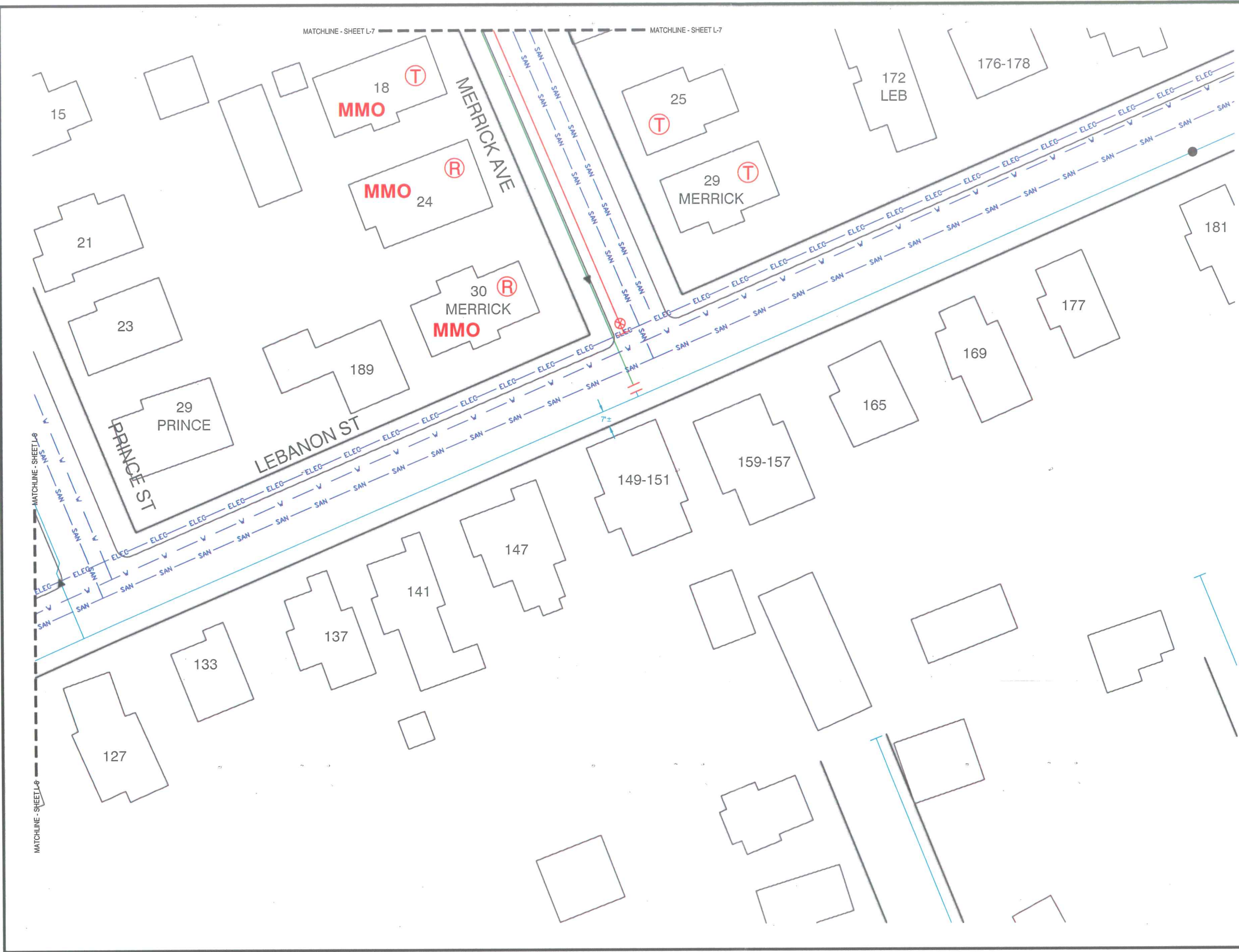
REV. #	DATE	DESCRIPTION
0	03/08/2016	ISSUED FOR CITY BPW PETITION

DESIGNED BY	RAS	02/29/2016	413-302-5853
DRAWN BY	RAS	02/29/2016	413-302-5853
CHECKED BY	TAO	02/29/2016	413-265-9476
AS-BUILT BY			
	NAME	DATE	PHONE #

SITE NAME:
JO# SEE T-1
JO# SEE T-1
PROJECT ID# 16-35979
KING ST REPLACEMENT
SPRINGFIELD, HAMPDEN

PROJECT TITLE:
LAYOUT SHEET

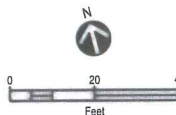
DRAWING NO:
L-7



Know what's below.
Call before you dig.

		4	5	7	9
2	3	6	8		
1					

KEY PLAN



PROPOSED

REVISIONS

REV. #	DATE	DESCRIPTION
0	03/08/2016	ISSUED FOR CITY BPW PETITION

DESIGNED BY	RAS	02/29/2016	413-302-5853
DRAWN BY	RAS	02/29/2016	413-302-5853
CHECKED BY	TAO	02/29/2016	413-265-9476
AS-BUILT BY			
	NAME	DATE	PHONE #

SITE NAME:

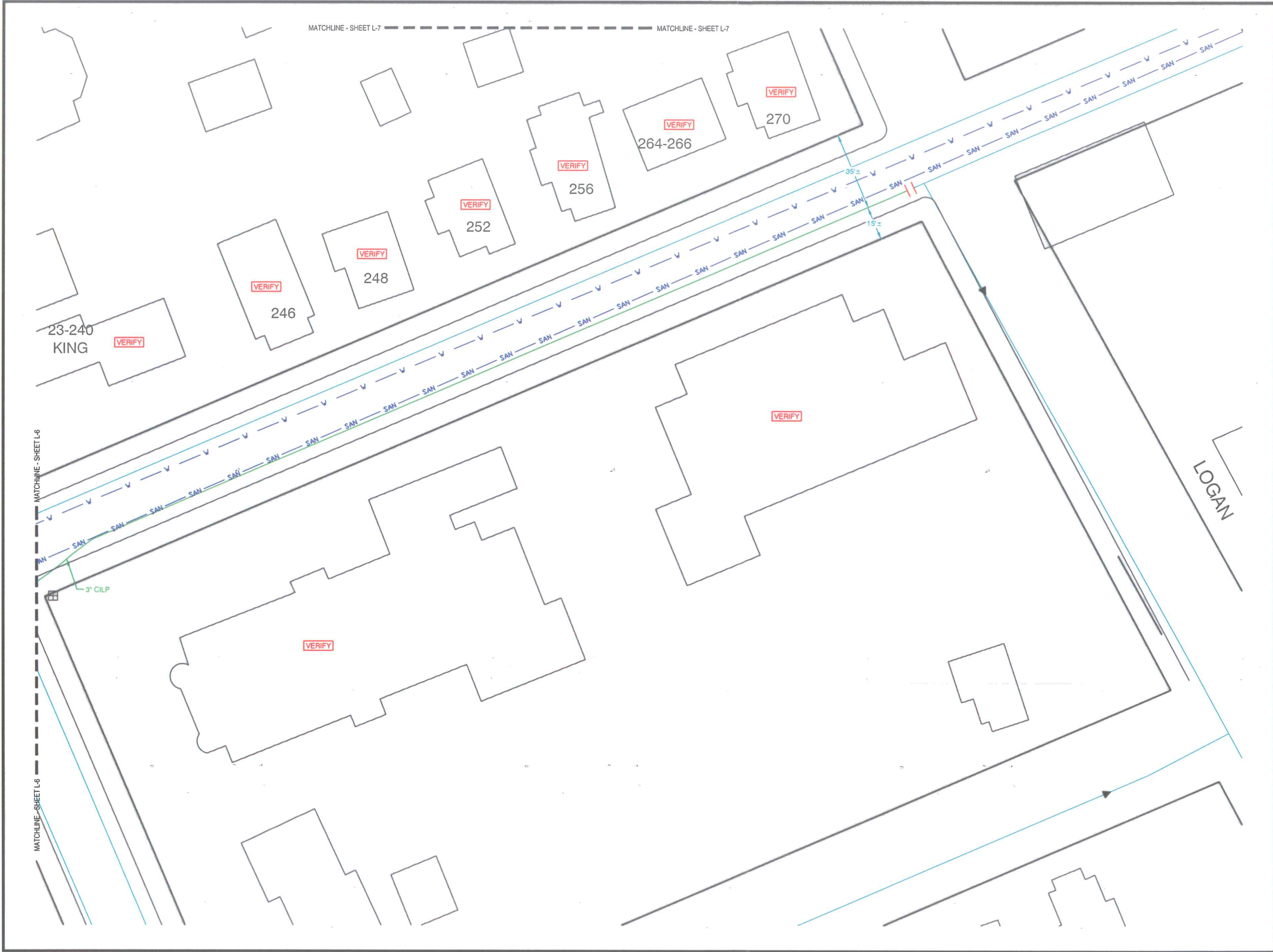
JO# SEE T-1
JO# SEE T-1
PROJECT ID# 16-35979
KING ST REPLACEMENT
SPRINGFIELD, HAMPDEN

PROJECT TITLE:

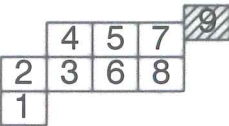
LAYOUT SHEET

DRAWING NO:

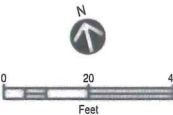
L-8



Know what's below.
Call before you dig.



KEY PLAN



PROPOSED

REVISIONS

0	03/08/2016	ISSUED FOR CITY BPW PETITION
---	------------	------------------------------

REV. #	DATE	DESCRIPTION
DESIGNED BY	RAS	02/29/2016 413-302-5853
DRAWN BY	RAS	02/29/2016 413-302-5853
CHECKED BY	TAO	02/29/2016 413-265-9476
AS-BUILT BY		
	NAME	DATE PHONE #

SITE NAME:
JO# SEE T-1
JO# SEE T-1
PROJECT ID# 16-35979
KING ST REPLACEMENT
SPRINGFIELD, HAMPDEN

PROJECT TITLE:
LAYOUT SHEET

DRAWING NO:
L-9

AS-BUILT NOTES

(TO BE COMPLETED DURING CONSTRUCTION)

PIPELINE PRESSURE TEST DATA

☐ CGV ☐ CKY ☐ CMA ☐ CMD ☐ COH ☐ CPA ☐ NIPSCO

LOA/TC: _____ WO/JO: _____

RECORDING CHART ☐ YES ☐ NO RECORDER SERIAL NO: _____ REQUIRED MAOP: _____

PRESSURE SYSTEM NO: _____ TEST ACCEPTABLE: ☐ YES ☐ NO

PIPELINE LOCATION (STREET, CITY, TOWN OR COUNTY)

LENGTH

SIZE

PE/STEEL

TEST DATE: _____ TEST MEDIUM: _____ TEST PRESSURE: _____

START TIME: _____ STOP TIME: _____ DURATION: _____

PRINT NAME: _____ CONTRACTOR (IF APPLICABLE): _____

REMARKS*: _____

* DESCRIBE ANY LEAKAGE OR FAILURES FOUND DURING THE TEST AND THEIR DISPOSITION.

NOTE SIGNIFICANT ELEVATION VARIATIONS ON WATER TESTS.

FORM GS 1500.010-1 (5-2014)

811

Know what's below.
Call before you dig.

PROPOSED

REVISIONS

0	03/08/2016	ISSUED FOR CITY BPW PETITION
REV. #	DATE	DESCRIPTION

DESIGNED BY	RAS	02/29/2016	413-302-5853
DRAWN BY	RAS	02/29/2016	413-302-5853
CHECKED BY	TAO	02/29/2016	413-265-9476
AS-BUILT BY			
	NAME	DATE	PHONE #

SITE NAME:

JO# SEE T-1
JO# SEE T-1
PROJECT ID# 16-35979
KING ST REPLACEMENT
SPRINGFIELD, HAMPDEN

DRAWING TITLE:

CONSTRUCTION
DETAILS

DRAWING NO:

D-1

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

DATE: March 16, 2016

TO: Wayman Lee, Esq.
City Clerk

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

DEPARTMENT: City Clerk Office

SUBJECT: Board's agenda for:
March 30, 2016

NOTICE OF MEETINGS

Wednesday- March 30, 2016, at the corner of King Street and Walnut Street, Springfield MA at
5:00 P.M

Minutes of Previous Meeting

Communications

Old Business

New Business: COLUMBIA GAS

Old Hill Neighborhood

HEARING RE: To install medium pressure PVC underground gas main and retire low pressure cast iron on King Street, Merrick Avenue, Nelson Avenue and Hancock Street at Old Hill Neighborhood.

Attachment: 3-30-2016 notice of meeting CMA (3465 : Old Hill Neighborhood)



City of Springfield

ADOPTED

Meeting: 04/04/16 07:00 PM
Initiator: Christopher Fraser
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3466

19

Crisis Intervention Grant - No Match - \$275,000 (Mayor Sarno)

WHEREAS, the Office of Housing (“Department”) has been awarded a grant in the amount of \$275,000.00 From the Massachusetts Executive Office of Health and Human Services; and

WHEREAS, the funds are intended to provide services to families experiencing recent or chronic homelessness, as well as providing housing and support for unaccompanied homeless youth; and

WHEREAS, the Department intends to use the grant funds for the purposes as requested by the donor; and

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

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

NOW THEREFORE BE IT ORDERED, acting pursuant to Mass. Gen. Laws Ch. 44, sec. 53A, that the City Council approves the expenditure by the Department of the grant funds listed below for the purposes of such grant, subject to the approval of the Mayor, and the 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:

Crisis Intervention Grant: \$275,000

RESULT: PASSED BY VOICE VOTE



REQUEST FOR GRANT SETUP

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

All fields are mandatory.

Date of Request	3/31/2016
Department Requesting Grant Setup	Comm Dev
Department Phone # (Please include extension)	6082
Name and Title of Person to Contact in Case of Questions	Cathy Buono

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

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

Grant Type:

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

Grant Name: Crisis Intervention

Total Grant Amount Awarded: \$ 275,000.00

Is this a Reimbursable Grant?

(Y/N) yes

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

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

Entity Name	Commonwealth of MA
Contact Person	Lisa Wong
Street Address	One Ashburton Place
City, State, Zip Code	Boston, MA 02108
Telephone	671-573-1600
Fax	671-573-1891
E-Mail	

Actual Award Date 3/9/2016

Board Approval Date

Start Date 4/1/2016

Expiration Date 6/30/2016

Renewal Action Date (optional)

If there are any Matching Funds:

Type

Percent

Amount

Comments re: Description/Purpose of Grant

Funding to provide services to families experiencing recent or chronic homelessness, and to provide housing and support for unaccompanied homeless youth.

Comments re: Conditions/Restrictions of Grant

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

What is the required drawdown frequency?

(Ex: Monthly, Quarterly) monthly

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

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

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

Org Code:

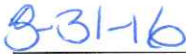
Object Codes: 501000, 517010, 517020, 569300, 530105

Budget Roll-Up Codes:

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



Signature

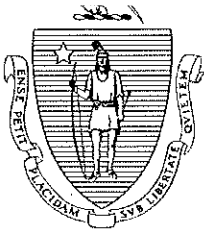


Date

Please attach the following documents:

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

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



The Commonwealth of Massachusetts
Executive Office of Health and Human Services
One Ashburton Place, Room 1109
Boston, Massachusetts 02108

CHARLES D. BAKER
Governor

KARYN E. POLITO
Lieutenant Governor

MARYLOU SUDDERS
Secretary

Tel.: 617-573-1600
Fax: 617-573-1891
www.mass.gov/eohhs

March 9, 2016 (via email)

Geraldine McCafferty
Director of Housing
City of Springfield
1600 E. Columbus Avenue
Springfield, MA 01103
gmccafferty@springfieldcityhall.com

RE: Request for Responses (RFR) for Establishing Local Consortiums to Provide Crisis Intervention Services to those Facing Acute Housing Instability

Dear Ms. McCafferty:

On behalf of the Executive Office of Health and Human Services (EOHHS), I am pleased to inform you that EOHHS has decided to enter into contract negotiations with the City of Springfield to manage and administer funding on behalf of the Consortium of local housing and services providers to provide services to families experiencing recent or chronic homelessness, and to providing housing and supportive services for unaccompanied homeless youth.

Following an evaluation of the proposals submitted in response to the RFR, EOHHS has decided to award the City of Springfield \$125,000 in Consortium services for fiscal year 2016 and \$150,000 in youth services for fiscal year 2016.

A contract award is contingent upon successful negotiation and execution of a Contract with EOHHS and the receipt of all necessary approvals. If EOHHS and the City of Springfield are unable to successfully negotiate a contract, EOHHS reserves the right to enter into contract negotiations with another Respondent.

With this news, we ask you not to release any of this publicly or to members of the press until we have reached an agreement, and EOHHS approves, in writing, the content of any announcement.

We appreciate the work that went into the development of your response and we look forward to working with you on this important initiative. We will be in touch with you shortly to finalize the contracting process.

Sincerely,

Lisa D. Wong

Lisa D. Wong
Procurement Coordinator