



CITY COUNCIL

City Clerk's Office 10/13/2021 12:00:00 PM

Regular Meeting Agenda~

I hereby notify you that the following items of business have been filed with this office and can be acted upon at the meeting of the City Council **Monday October 18, 2021** at 07:00 PM.

City Clerk

Possible Public Speak-Out Time 6:30 PM

Call to Order

7:00 PM Meeting called to order on October 18, 2021 at Springfield City Hall -- Council Chambers, 36 Court Street, Springfield, MA.

Moment of Silence - Pledge of Allegiance

Reports of Committee

Petitions

- (1.) Eversource- Bradley Rd.
- (2.) EVERSOURCE-Pinevale Street
- (3.) Eversource- Wilbraham Rd.

Grants

- (4.) Parks Department - PARC Grant - Blunt Park- \$400,000 - Match Required (Mayor Sarno)
- (5.) MassTrails Grant - Camp STAR Trail Phase 2 - Match Required - \$100,000 (Mayor Sarno)
- (6.) FY22 SHINE Grant Amendment Increase - No Match Required \$74,997.00 (Mayor Sarno)
- (7.) FY22 Emergency Connectivity Fund Grant- No Match Required \$28,294.00 (Mayor Sarno)
- (8.) Parks Donations - Various - \$5,251.99 (Mayor Sarno)
- (9.) Parks Department - Donation - \$5,000.00 - No Match Required (Mayor Sarno)
- (10.) Section 108 Loan - No Match - \$5,000,000 (Mayor Sarno)

Orders

- (11.) Supplemental Budget - Increase in State Aid - \$3,860,083.00 (Mayor Sarno)
- (12.) Order Approving CPC Recommendation to Fund the Historic Renovation to 2612 Main Street (President Williams)
- (13.) (ID # 6413) - Amendment to Chapter 45-Article II Historic Districts, Section 45-5
- (14.) An Order Authorizing Execution and Delivery of a Tax Incentive Financing Agreement for Duc-Pac Corporation and FM Holdings, LLC at 1125 Page Boulevard, Springfield (Mayor Sarno)

A Project Summary is attached for reference.

Zone Change

- (15.) To Change the Zoning of the Property Known as 8 Florence Street (05200-0001) from Residence B to Residence C. 8 Florence Street None Yet

PETITIONER: Wytas Properties, LLC

ADDRESS: 8 Florence Street

CHANGE REQUESTED: Res B to Res C



City Council
36 Court Street
Springfield, MA 01103

SCHEDULED

PETITION (ID # 6472)

Meeting: 10/18/21 07:00 PM
Department: Department of Public Works
Category: General
Prepared By: Hector Velez
Initiator: Hector Velez
Sponsors:
DOC ID: 6472

Eversource- Bradley Rd.

ORDER FOR LOCATION OF UNDERGROUND CONDUIT

WHEREAS, The Board of Public Works, to which was referred the petition of Eversource Electric Company dated September 14, 2021, to upgrade electric circuits from a substation located on 1155 Wilbraham Rd.

WHEREAS, said petition Bradley Rd. was referred to the Board of Public Works on September 15, 2021; and

WHEREAS, On September 14, 2021 a Notice of a Public Hearing on Bradley Rd., to be held September 29, 2021 was sent by email, various Departments, Utility Companies, etc before the day of the hearing and posted on two public bulletin boards a copy of which is attached a hearing of the Board of Public Works was held at the corner of Breckwood Blvd. and Wilbraham Road in Springfield, MA

WHEREAS, on September 29, 2021 the Board of Public Works reported thereon that, after careful consideration of petition Bradley Road to install 3 new concrete manholes and 453 feet of 12-5" conduits. Running at the north side of Bradley Road starting from the intersection of Bradley Road and Wilbraham Road westerly direction to enter with 12-5" conduits to the substation located on the south side of Bradley Road., shown on plan entitled:

EVERSOURCE , Bradley Road

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

WHEREAS, petition Bradley Road came before the City Council for a Public Hearing on this date,

NOW, THEREFORE, BE IT ORDERED:

1. 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.
2. That said construction would not unnecessarily interfere with the movement of vehicular or pedestrian traffic in the area.

3. That care be taken during said construction not to damage any underground services.
4. That the construction site be returned to the same condition as found or better.
5. 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.
6. 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.
7. 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.
8. That any sidewalks that are damaged or removed will be replaced in kind and in accordance with the City of Springfield's Standard Specifications.
9. 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.
10. That any curbing that is disturbed during construction will be reset to the established street grade using proper construction procedures.
11. 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.
12. 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.
13. That asphalt trench restoration be done in accordance with the City of Springfield DPW requirements.
14. That all conditions set forth in the respective order are complied with.

CITY OF SPRINGFIELD, MASSACHUSETTS

Date: September 14, 2021

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

The Board of Public Works, to which was referred the petition of Eversource Electric Company dated September 14, 2021, to install 3 new concrete manholes and 453 feet of 12-5” conduits to update substation on Wilbraham Road, starting at the north side of Bradley Road from the intersection of Bradley Road and Wilbraham Road westerly direction to enter with 12-5” conduits to the substation located on the south side of Bradley Road., all as substantially shown on a plan attached referred to Bradley Road, which is incorporated herein by reference and to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways to make connections with the substation as it may desire for distributing purposes, reports thereon as follows:

By virtue of Chapter 708 of the Acts of 1977, the Board of Public Works held the hearing on the above matter provided for in Section 22 of Chapter 166 of the General Laws. The hearing was held on September 29, 2021 at 4:00 P.M. at the corner of Breckwood Blvd. and Wilbraham Road in Springfield, MA 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 to update the substation 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.

Attachment: Report Bradley Rd. (6472 : Eversource- Bradley Rd.)

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.

John J. Fitzgerald)
Ronald A. Briggs)
Michael J. Briggs)

BOARD OF PUBLIC WORKS



**PETITION TO INSTALL AND MAINTAIN UG LINES
FOR THE TRANSMISSION OF ELECTRICITY**

To City Council, Springfield, Massachusetts

NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE prays that after due notice and a hearing as provided by the law it may be granted permission to install and maintain below the surface of the ground in the public way hereinafter named, a line or lines for the transmission of electricity consisting of conduits located as shown upon the plan filed herewith and made a part hereof together with the necessary wires, cables, transformers, switches, protective devices and other appurtenances, and likewise the manhole and vault construction connected with said lines as indicated by said plan marked **80103144**.

The following is the public way above referred to:

Location – Bradley Rd – Installing 3 – new concrete manholes and 453 ft of 12-5” conduits.

Reason – Upgrading all electric circuits from the substation.

Also, for permission to lay and maintain underground laterals, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as it may desire for distributing purposes.

EVERSOURCE

By: *Zac Berry*
Zachery Berry
District Representative

Dated this 14th day of September, 2021

CITY COPY

Attachment: 80103144 BRADLEY RD UG (6472 : Eversource- Bradley Rd.)



**PETITION TO INSTALL AND MAINTAIN UG LINES
FOR THE TRANSMISSION OF ELECTRICITY**

To City Council, Springfield, Massachusetts

NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE prays that after due notice and a hearing as provided by the law it may be granted permission to install and maintain below the surface of the ground in the public way hereinafter named, a line or lines for the transmission of electricity consisting of conduits located as shown upon the plan filed herewith and made a part hereof together with the necessary wires, cables, transformers, switches, protective devices and other appurtenances, and likewise the manhole and vault construction connected with said lines as indicated by said plan marked **80103144**.

The following is the public way above referred to:

Location – Bradley Rd – Installing 3 – new concrete manholes and 453 ft of 12-5” conduits.

Reason – Upgrading all electric circuits from the substation.

Also, for permission to lay and maintain underground laterals, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as it may desire for distributing purposes.

EVERSOURCE

By: *Zac Berry*
Zachery Berry
District Representative

Dated this 14th day of September, 2021

EVERSOURCE COPY

Attachment: 80103144 BRADLEY RD UG (6472 : Eversource- Bradley Rd.)



ORDER OF LOCATION FOR UNDERGROUND LINES FOR THE TRANSMISSION OF ENERGY

By the City Council of Springfield, Massachusetts.

Notice having been given and a public hearing held, as provided by law,
IT IS HEREBY ORDERED:

That the NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE, be and it is hereby granted a location for and permission to install and maintain below the surface of the ground in the public way hereinafter named, a line or lines for the transmission of electricity consisting of conduits located as shown upon the plan hereinafter referred to, together with the necessary wires, cables, transformers, switches, protective devices and other appurtenances, and likewise the manhole and vault construction connected with said lines as requested in petition of said Company dated the 14th day of Septemeber, 2021.

All construction under this order shall be substantial, with due regard for public safety, and shall be placed substantially at the points indicated upon the plan marked **80103114** filed with and made a part of said petition. The conduits to be installed shall not exceed 2 ducts and all of said ducts shall be placed at a depth of not less than 2.5 feet under the surface of public way.

The public way beneath which the construction above referred to may be installed, the distance of such construction along each such way and the plan showing the proposed installation are as follows namely:

Location- Bradley Rd – Installing 3 – new concrete manholes and 453 ft of 12-5’’ conduits.

Reason – Upgrading all electric circuits from the substation.

Also that permission be and hereby is granted said EVERSOURCE to lay and maintain underground laterals, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as it may desire for distributing purposes.

I hereby certify that the foregoing order was adopted at a meeting of the City Council of Springfield, Massachusetts held on the _____ day of _____, 2021.

City Clerk

Attachment: 80103144 ORDER (6472 : Eversource- Bradley Rd.)

We hereby certify that on _____ 2021, at _____ o'clock __ M,
 at _____ a public hearing was held on the petition of
 EVERSOURCE for permission to install underground lines for the transmission of
 electricity as described in the order herewith recorded, and that we mailed at least seven
 days before said hearing a written notice of the time and place of said hearing to each of
 the owners of real estate (as determined by the last preceding assessment for taxation) along
 the way upon which the Company is permitted to install said lines under said order; and
 that thereupon said order was duly adopted.

City Council of
 Springfield, Massachusetts

CERTIFICATE

I hereby certify that the foregoing is a true copy of a joint location order and certificate of
 hearing with notice adopted by the City Council of Springfield, Massachusetts, on the
 _____ day of _____ 2021 and recorded with the records of location
 orders of said City, Book _____, Page _____. This certified copy is made under
 the provisions of Chapter 166 of General Laws and any additions thereto or amendments
 thereof.

Attest:

 City Clerk

CITY COPY

Attachment: 80103144 ORDER (6472 : Eversource- Bradley Rd.)



ORDER OF LOCATION FOR UNDERGROUND LINES FOR THE TRANSMISSION OF ENERGY

By the City Council of Springfield, Massachusetts.

Notice having been given and a public hearing held, as provided by law,
IT IS HEREBY ORDERED:

That the NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE, be and it is hereby granted a location for and permission to install and maintain below the surface of the ground in the public way hereinafter named, a line or lines for the transmission of electricity consisting of conduits located as shown upon the plan hereinafter referred to, together with the necessary wires, cables, transformers, switches, protective devices and other appurtenances, and likewise the manhole and vault construction connected with said lines as requested in petition of said Company dated the 10th day of May, 2021.

All construction under this order shall be substantial, with due regard for public safety, and shall be placed substantially at the points indicated upon the plan marked **80103144** filed with and made a part of said petition. The conduits to be installed shall not exceed 2 ducts and all of said ducts shall be placed at a depth of not less than 2.5 feet under the surface of public way.

The public way beneath which the construction above referred to may be installed, the distance of such construction along each such way and the plan showing the proposed installation are as follows namely:

Location – Bradley Rd – Installing 3 – new concrete manholes and 453 ft of 12-5” conduits.

Reason – Upgrading all electric circuits from the substation.

Also that permission be and hereby is granted said EVERSOURCE to lay and maintain underground laterals, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as it may desire for distributing purposes.

I hereby certify that the foregoing order was adopted at a meeting of the City Council of Springfield, Massachusetts held on the _____ day of _____, 2021.

City Clerk

Attachment: 80103144 ORDER (6472 : Eversource- Bradley Rd.)

We hereby certify that on _____ 2021, at _____ o'clock __M,
 at _____ a public hearing was held on the petition of
 EVERSOURCE for permission to install underground lines for the transmission of
 electricity as described in the order herewith recorded, and that we mailed at least seven
 days before said hearing a written notice of the time and place of said hearing to each of
 the owners of real estate (as determined by the last preceding assessment for taxation) along
 the way upon which the Company is permitted to install said lines under said order; and
 that thereupon said order was duly adopted.

City Council of
 Springfield, Massachusetts

CERTIFICATE

I hereby certify that the foregoing is a true copy of a joint location order and certificate of
 hearing with notice adopted by the City Council of Springfield, Massachusetts, on the
 _____ day of _____ 2021 and recorded with the records of location
 orders of said City, Book _____, Page _____. This certified copy is made under
 the provisions of Chapter 166 of General Laws and any additions thereto or amendments
 thereof.

Attest:

 City Clerk

EVERSOURCE COPY

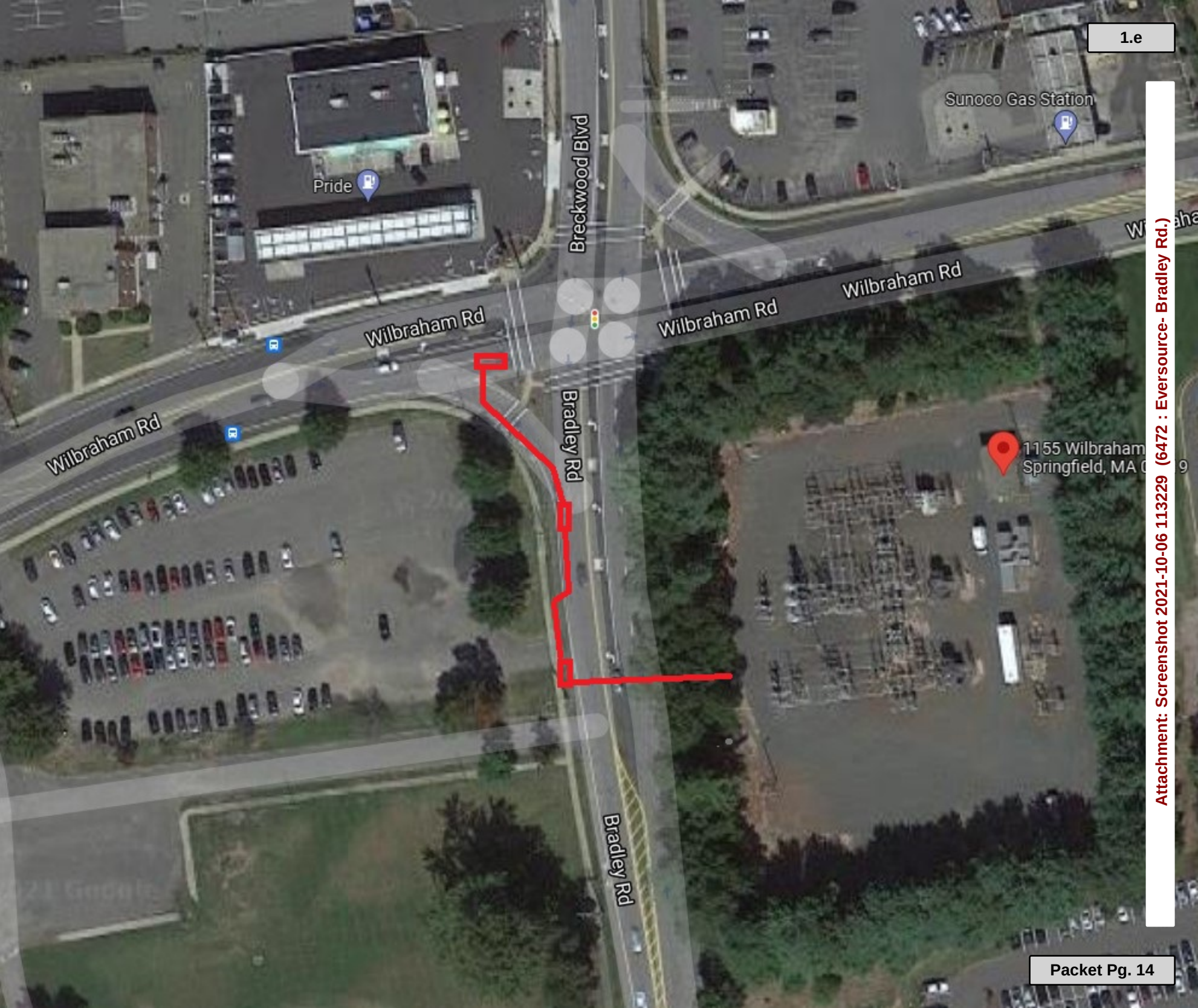
Attachment: 80103144 ORDER (6472 : Eversource- Bradley Rd.)

INSTALL
1-8'-0" x 14'-0" x 7'-0"
CNCR MANHOLE
1-38" CAST IRON COVER

INSTALL 12-5" PVC CONDUITS ENCASED IN CONCRETE
453 FT.

	PROPOSED JOINT POLE		HANDHOLE		MANHOLE
	PROPOSED EVERSOURCE POLE		PAD MOUNT TRANSFORMER		
	EXISTING JOINT POLE		UG. CONDUIT		HEXHOLE
	EXISTING EVERSOURCE POLE		UG. PRIMARY CABLE		
	EXISTING EVERSOURCE POLE TO BE MADE JOINT		UG. SECONDARY CABLE		
	EXISTING FOREIGN POLE TO BE MADE JOINT				

Michael.Santos@eversource.com





City Council
36 Court Street
Springfield, MA 01103

SCHEDULED

PETITION (ID # 6480)

Meeting: 10/18/21 07:00 PM
Department: Department of Public Works
Category: General
Prepared By: Hector Velez
Initiator: Hector Velez
Sponsors:
DOC ID: 6480

EVERSOURCE-Pinevale Street

ORDER FOR LOCATION OF UNDERGROUND CONDUIT

WHEREAS, The Board of Public Works, to which was referred the petition Pinevale Street of Eversource Electric Company dated September 23, 2021, to abandon existing vaults on Main Street I/O and install a new concrete pad on Pinevale Street.

WHEREAS, said petition Pinevale Street was referred to the Board of Public Works on September 23, 2021; and

WHEREAS, On September 24, 2021 a Notice of a Public Hearing on Pinevale Street, to be held October 6, 2021, was sent by mail to all property owners abutting an affected road, various Departments, Utility Companies, etc before the day of the hearing and posted on two public bulletin board a copy of which is attached a hearing of the Board of Public Works was held as scheduled on site with the petitioner and interested parties.

WHEREAS, on October 6, 2021 the Board of Public Works reported thereon that, after careful consideration of petition Pinevale Street to abandon existing vaults at the intersection of Main Street I/O and Pinevale Street and install a concrete pad on the east side on Pinevale Street at the treebelt, 15 feet from Main Street with 6-4" conduit, shown on plan entitled:

EVERSOURCE, Main Street I/O, and Pinevale Street.

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

WHEREAS, petition Pinevale Street came before the City Council for a Public Hearing on this date,

NOW THEREFORE, BE IT ORDERED:

1. 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.
2. That said construction would not unnecessarily interfere with the movement of vehicular or pedestrian traffic in the area.
3. That care be taken during said construction not to damage any underground services.

4. That the construction site be returned to the same condition as found or better.
5. 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.
6. 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.
7. 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.
8. That any sidewalks that are damaged or removed will be replaced in kind and in accordance with the City of Springfield's Standard Specifications.
9. 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.
10. That any curbing that is disturbed during construction will be reset to the established street grade using proper construction procedures.
11. 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.
12. 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.
13. That asphalt trench restoration be done in accordance with the City of Springfield DPW requirements.
14. That all conditions set forth in the respective order are complied with.



**PETITION TO INSTALL AND MAINTAIN UG LINES
FOR THE TRANSMISSION OF ELECTRICITY**

To City Council, Springfield, Massachusetts

NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE prays that after due notice and a hearing as provided by the law it may be granted permission to install and maintain below the surface of the ground in the public way hereinafter named, a line or lines for the transmission of electricity consisting of conduits located as shown upon the plan filed herewith and made a part hereof together with the necessary wires, cables, transformers, switches, protective devices and other appurtenances, and likewise the manhole and vault construction connected with said lines as indicated by said plan marked **6687083**.

The following is the public way above referred to:

Location – **Main St. & Pinevale St** – Abandon one (1)- six (6)’-six (6)’’ x thirteen (13)’- nine (9)’’ x seven (7)’ vault. Installing one (1) concrete pad and install Six (6)- four (4)’’ conduits to existing manhole 978/8U.

Reason – Abandoning existing electric vault to accommodate new City of Springfield Street Scape Project.

Also, for permission to lay and maintain underground laterals, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as it may desire for distributing purposes.

EVERSOURCE

By: *Zac Berry*
Zachery Berry
District Representative

Dated this 23rd day of September, 2021

CITY COPY

Attachment: 6687083 MAIN & PINEVALE PETITION (6480 : EVERSOURCE-Pinevale Street)



**PETITION TO INSTALL AND MAINTAIN UG LINES
FOR THE TRANSMISSION OF ELECTRICITY**

To City Council, Springfield, Massachusetts

NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE prays that after due notice and a hearing as provided by the law it may be granted permission to install and maintain below the surface of the ground in the public way hereinafter named, a line or lines for the transmission of electricity consisting of conduits located as shown upon the plan filed herewith and made a part hereof together with the necessary wires, cables, transformers, switches, protective devices and other appurtenances, and likewise the manhole and vault construction connected with said lines as indicated by said plan marked **6687083**.

The following is the public way above referred to:

Location – **Main St. & Pinevale St** – Abandon one (1)- six (6)’-six (6)’’ x thirteen (13)’- nine (9)’’ x seven (7)’ vault. Installing one (1) concrete pad and install Six (6)- four (4)’’ conduits to existing manhole 978/8U.

Reason – Abandoning existing electric vault to accommodate new City of Springfield Street Scape Project.

Also, for permission to lay and maintain underground laterals, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as it may desire for distributing purposes.

EVERSOURCE

By: *Zac Berry*
Zachery Berry
District Representative

Dated this 23rd day of September, 2021

EVERSOURCE COPY

Attachment: 6687083 MAIN & PINEVALE PETITION (6480 : EVERSOURCE-Pinevale Street)



ORDER OF LOCATION FOR UNDERGROUND LINES FOR THE TRANSMISSION OF ENERGY

By the City Council of Springfield, Massachusetts.

Notice having been given and a public hearing held, as provided by law,
IT IS HEREBY ORDERED:

That the NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE, be and it is hereby granted a location for and permission to install and maintain below the surface of the ground in the public way hereinafter named, a line or lines for the transmission of electricity consisting of conduits located as shown upon the plan hereinafter referred to, together with the necessary wires, cables, transformers, switches, protective devices and other appurtenances, and likewise the manhole and vault construction connected with said lines as requested in petition of said Company dated the 23rd day of September, 2021.

All construction under this order shall be substantial, with due regard for public safety, and shall be placed substantially at the points indicated upon the plan marked **6687083** filed with and made a part of said petition. The conduits to be installed shall not exceed 2 ducts and all of said ducts shall be placed at a depth of not less than 2.5 feet under the surface of public way.

The public way beneath which the construction above referred to may be installed, the distance of such construction along each such way and the plan showing the proposed installation are as follows namely:

Location- **Main St. & Pinevale St** – Abandon one (1)- six (6)’-six (6)’’ x thirteen (13)’- nine (9)’’ x seven (7)’ vault. Installing one (1) concrete pad and install Six (6)- four (4)’’ conduits to existing manhole 978/8U.

Reason – Abandoning existing electric vault to accommodate new City of Springfield Street Scape Project.

Also that permission be and hereby is granted said EVERSOURCE to lay and maintain underground laterals, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as it may desire for distributing purposes.

I hereby certify that the foregoing order was adopted at a meeting of the City Council of Springfield, Massachusetts held on the _____ day of _____, 2021.

Attachment: 6687083 ORDER (6480 : EVERSOURCE-Pinevale Street)

City Clerk

We hereby certify that on _____ 2021, at _____ o'clock __ M,
at _____ a public hearing was held on the petition of
EVERSOURCE for permission to install underground lines for the transmission of
electricity as described in the order herewith recorded, and that we mailed at least seven
days before said hearing a written notice of the time and place of said hearing to each of
the owners of real estate (as determined by the last preceding assessment for taxation) along
the way upon which the Company is permitted to install said lines under said order; and
that thereupon said order was duly adopted.

City Council of
Springfield, Massachusetts

CERTIFICATE

I hereby certify that the foregoing is a true copy of a joint location order and certificate of
hearing with notice adopted by the City Council of Springfield, Massachusetts, on the
_____ day of _____ 2021 and recorded with the records of location
orders of said City, Book _____, Page _____. This certified copy is made under
the provisions of Chapter 166 of General Laws and any additions thereto or amendments
thereof.

Attest:

City Clerk

CITY COPY

Attachment: 6687083 ORDER (6480 : EVERSOURCE-Pinevale Street)



ORDER OF LOCATION FOR UNDERGROUND LINES FOR THE TRANSMISSION OF ENERGY

By the City Council of Springfield, Massachusetts.

Notice having been given and a public hearing held, as provided by law,
IT IS HEREBY ORDERED:

That the NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE, be and it is hereby granted a location for and permission to install and maintain below the surface of the ground in the public way hereinafter named, a line or lines for the transmission of electricity consisting of conduits located as shown upon the plan hereinafter referred to, together with the necessary wires, cables, transformers, switches, protective devices and other appurtenances, and likewise the manhole and vault construction connected with said lines as requested in petition of said Company dated the 23rd day of September, 2021.

All construction under this order shall be substantial, with due regard for public safety, and shall be placed substantially at the points indicated upon the plan marked **6687083** filed with and made a part of said petition. The conduits to be installed shall not exceed 2 ducts and all of said ducts shall be placed at a depth of not less than 2.5 feet under the surface of public way.

The public way beneath which the construction above referred to may be installed, the distance of such construction along each such way and the plan showing the proposed installation are as follows namely:

Location- **Main St. & Pinevale St** – Abandon one (1)- six (6)’-six (6)’’ x thirteen (13)’- nine (9)’’ x seven (7)’ vault. Installing one (1) concrete pad and install Six (6)- four (4)’’ conduits to existing manhole 978/8U.

Reason – Abandoning existing electric vault to accommodate new City of Springfield Street Scape Project.

Also that permission be and hereby is granted said EVERSOURCE to lay and maintain underground laterals, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as it may desire for distributing purposes.

I hereby certify that the foregoing order was adopted at a meeting of the City Council of Springfield, Massachusetts held on the _____ day of _____, 2021.

Attachment: 6687083 ORDER (6480 : EVERSOURCE-Pinevale Street)

City Clerk

We hereby certify that on _____ 2021, at _____ o'clock __ M,
at _____ a public hearing was held on the petition of
EVERSOURCE for permission to install underground lines for the transmission of
electricity as described in the order herewith recorded, and that we mailed at least seven
days before said hearing a written notice of the time and place of said hearing to each of
the owners of real estate (as determined by the last preceding assessment for taxation) along
the way upon which the Company is permitted to install said lines under said order; and
that thereupon said order was duly adopted.

City Council of
Springfield, Massachusetts

CERTIFICATE

I hereby certify that the foregoing is a true copy of a joint location order and certificate of
hearing with notice adopted by the City Council of Springfield, Massachusetts, on the
_____ day of _____ 2021 and recorded with the records of location
orders of said City, Book _____, Page _____. This certified copy is made under
the provisions of Chapter 166 of General Laws and any additions thereto or amendments

Attest:

City Clerk

EVERSOURCE COPY

Attachment: 6687083 ORDER (6480 : EVERSOURCE-Pinevale Street)



City Council
36 Court Street
Springfield, MA 01103

Meeting: 10/18/21 07:00 PM
Department: Department of Public Works
Category: General
Prepared By: Hector Velez
Initiator: Hector Velez
Sponsors:
DOC ID: 6473

SCHEDULED

PETITION (ID # 6473)

Eversource- Wilbraham Rd.

ORDER FOR LOCATION OF UNDERGROUND CONDUIT

WHEREAS, The Board of Public Works, to which was referred the petition of Eversource Electric Company dated September 14, 2021, to upgrade electric circuits from a substation located on 1155 Wilbraham Rd.

WHEREAS, said petition Wilbraham Rd. was referred to the Board of Public Works on September 15, 2021; and

WHEREAS, On September 14, 2021 a Notice of a Public Hearing on Bradley Rd., to be held September 29, 2021 was sent by email, various Departments, Utility Companies, etc before the day of the hearing and posted on two public bulletin boards a copy of which is attached a hearing of the Board of Public Works was held at the corner of Breckwood Blvd. and Wilbraham Road in Springfield, MA

WHEREAS, on September 29, 2021 the Board of Public Works reported thereon that, after careful consideration of petition Wilbraham Road to install 2 new concrete manholes over existing 8 conduit on the north side of Wilbraham Road., shown on plan entitled:

EVERSOURCE, Wilbraham Road

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

WHEREAS, petition Wilbraham Road came before the City Council for a Public Hearing on this date,

NOW, THEREFORE, BE IT ORDERED:

1. 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.
2. That said construction would not unnecessarily interfere with the movement of vehicular or pedestrian traffic in the area.
3. That care be taken during said construction not to damage any underground services.

4. That the construction site be returned to the same condition as found or better.
5. 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.
6. 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.
7. 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.
8. That any sidewalks that are damaged or removed will be replaced in kind and in accordance with the City of Springfield's Standard Specifications.
9. 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.
10. That any curbing that is disturbed during construction will be reset to the established street grade using proper construction procedures.
11. 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.
12. 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.
13. That asphalt trench restoration be done in accordance with the City of Springfield DPW requirements.
14. That all conditions set forth in the respective order are complied with.



ORDER OF LOCATION FOR UNDERGROUND LINES FOR THE TRANSMISSION OF ENERGY

By the City Council of Springfield, Massachusetts.

Notice having been given and a public hearing held, as provided by law,
IT IS HEREBY ORDERED:

That the NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE, be and it is hereby granted a location for and permission to install and maintain below the surface of the ground in the public way hereinafter named, a line or lines for the transmission of electricity consisting of conduits located as shown upon the plan hereinafter referred to, together with the necessary wires, cables, transformers, switches, protective devices and other appurtenances, and likewise the manhole and vault construction connected with said lines as requested in petition of said Company dated the 14th day of Septemeber, 2021.

All construction under this order shall be substantial, with due regard for public safety, and shall be placed substantially at the points indicated upon the plan marked **80110053** filed with and made a part of said petition. The conduits to be installed shall not exceed 2 ducts and all of said ducts shall be placed at a depth of not less than 2.5 feet under the surface of public way.

The public way beneath which the construction above referred to may be installed, the distance of such construction along each such way and the plan showing the proposed installation are as follows namely:

Location- Wilbraham Rd – Installing 2 – new concrete manholes over existing 8 conduit bank.

Reason – Upgrading all electric circuits from the substation.

Also that permission be and hereby is granted said EVERSOURCE to lay and maintain underground laterals, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as it may desire for distributing purposes.

I hereby certify that the foregoing order was adopted at a meeting of the City Council of Springfield, Massachusetts held on the _____ day of _____, 2021.

City Clerk

Attachment: 80110053 ORDER (6473 : Eversource- Wilbraham Rd.)

We hereby certify that on _____ 2021, at _____ o'clock __ M,
 at _____ a public hearing was held on the petition of
 EVERSOURCE for permission to install underground lines for the transmission of
 electricity as described in the order herewith recorded, and that we mailed at least seven
 days before said hearing a written notice of the time and place of said hearing to each of
 the owners of real estate (as determined by the last preceding assessment for taxation) along
 the way upon which the Company is permitted to install said lines under said order; and
 that thereupon said order was duly adopted.

City Council of
 Springfield, Massachusetts

CERTIFICATE

I hereby certify that the foregoing is a true copy of a joint location order and certificate of
 hearing with notice adopted by the City Council of Springfield, Massachusetts, on the
 _____ day of _____ 2021 and recorded with the records of location
 orders of said City, Book _____, Page _____. This certified copy is made under
 the provisions of Chapter 166 of General Laws and any additions thereto or amendments
 thereof.

Attest:

 City Clerk

CITY COPY

Attachment: 80110053 ORDER (6473 : Eversource- Wilbraham Rd.)



ORDER OF LOCATION FOR UNDERGROUND LINES FOR THE TRANSMISSION OF ENERGY

By the City Council of Springfield, Massachusetts.

Notice having been given and a public hearing held, as provided by law,
IT IS HEREBY ORDERED:

That the NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE, be and it is hereby granted a location for and permission to install and maintain below the surface of the ground in the public way hereinafter named, a line or lines for the transmission of electricity consisting of conduits located as shown upon the plan hereinafter referred to, together with the necessary wires, cables, transformers, switches, protective devices and other appurtenances, and likewise the manhole and vault construction connected with said lines as requested in petition of said Company dated the 10th day of May, 2021.

All construction under this order shall be substantial, with due regard for public safety, and shall be placed substantially at the points indicated upon the plan marked **80110053** filed with and made a part of said petition. The conduits to be installed shall not exceed 2 ducts and all of said ducts shall be placed at a depth of not less than 2.5 feet under the surface of public way.

The public way beneath which the construction above referred to may be installed, the distance of such construction along each such way and the plan showing the proposed installation are as follows namely:

Location – Wilbraham Rd – Installing 2 – new concrete manholes over existing 8 conduit bank.

Reason – Upgrading all electric circuits from the substation.

Also that permission be and hereby is granted said EVERSOURCE to lay and maintain underground laterals, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as it may desire for distributing purposes.

I hereby certify that the foregoing order was adopted at a meeting of the City Council of Springfield, Massachusetts held on the _____ day of _____, 2021.

City Clerk

Attachment: 80110053 ORDER (6473 : Eversource- Wilbraham Rd.)

We hereby certify that on _____ 2021, at _____ o'clock __M,
 at _____ a public hearing was held on the petition of
 EVERSOURCE for permission to install underground lines for the transmission of
 electricity as described in the order herewith recorded, and that we mailed at least seven
 days before said hearing a written notice of the time and place of said hearing to each of
 the owners of real estate (as determined by the last preceding assessment for taxation) along
 the way upon which the Company is permitted to install said lines under said order; and
 that thereupon said order was duly adopted.

City Council of
 Springfield, Massachusetts

CERTIFICATE

I hereby certify that the foregoing is a true copy of a joint location order and certificate of
 hearing with notice adopted by the City Council of Springfield, Massachusetts, on the
 _____ day of _____ 2021 and recorded with the records of location
 orders of said City, Book _____, Page _____. This certified copy is made under
 the provisions of Chapter 166 of General Laws and any additions thereto or amendments
 thereof.

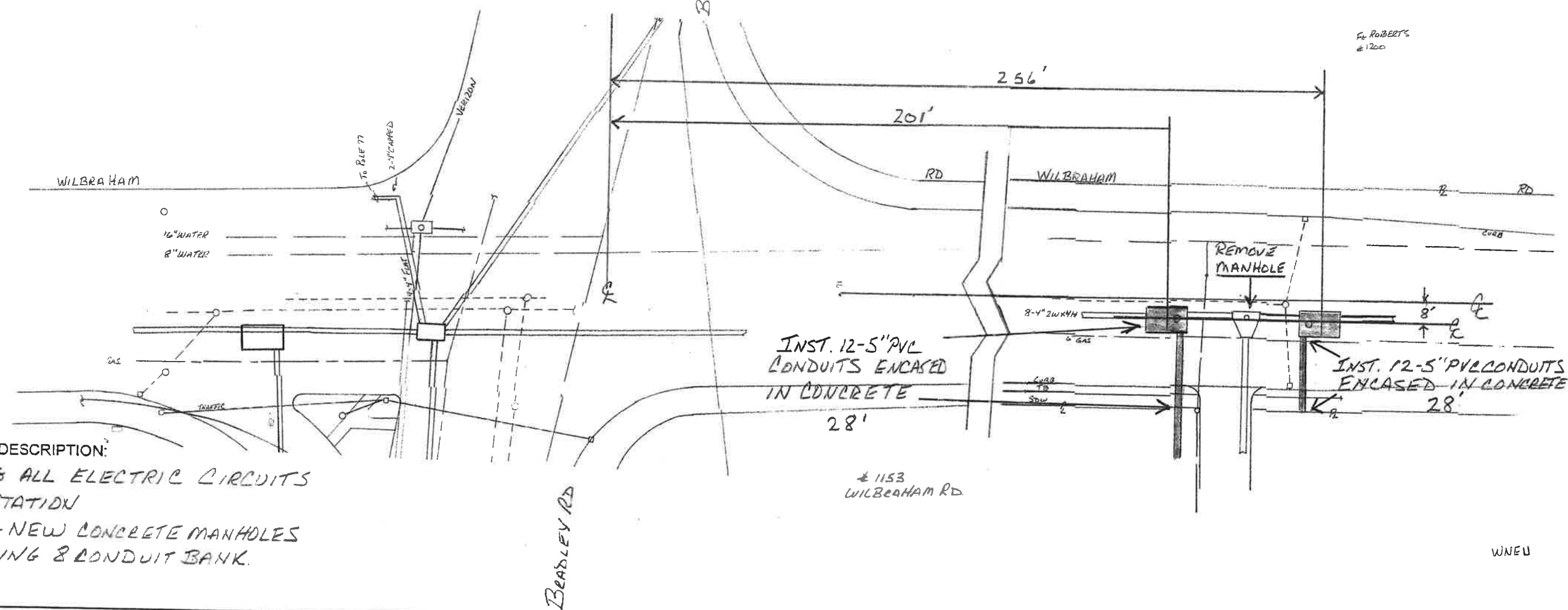
Attest:

 City Clerk

EVERSOURCE COPY

Attachment: 80110053 ORDER (6473 : Eversource- Wilbraham Rd.)

EVERSOURCE	SPRINGFIELD
NEW ENGLAND TELEPHONE & TELEGRAPH COMPANY	WILBRAHAM RD.



PURPOSE AND DESCRIPTION:

UPGRADING ALL ELECTRIC CIRCUITS
FROM SUBSTATION
INSTALL 2-NEW CONCRETE MANHOLES
OVER EXISTING 8 CONDUIT BANK.

LEGEND

	PROPOSED JOINT POLE		HANDHOLE		MANHOLE
	PROPOSED EVERSOURCE POLE		PAD MOUNT TRANSFORMER		HEXHOLE
	EXISTING JOINT POLE		UG. CONDUIT		
	EXISTING EVERSOURCE POLE		UG. PRIMARY CABLE		
	EXISTING EVERSOURCE POLE TO BE MADE JOINT		UG. SECONDARY CABLE		
	EXISTING FOREIGN POLE TO BE MADE JOINT				

DATE: 9-9-2021	W.C. # 6450225	SCALE: 1" = 40'	DESIGNER: MIKE SANTOS
PROJECT: 80110053			EMAIL: michael.santos@eversource.com



**PETITION TO INSTALL AND MAINTAIN UG LINES
FOR THE TRANSMISSION OF ELECTRICITY**

To City Council, Springfield, Massachusetts

NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE prays that after due notice and a hearing as provided by the law it may be granted permission to install and maintain below the surface of the ground in the public way hereinafter named, a line or lines for the transmission of electricity consisting of conduits located as shown upon the plan filed herewith and made a part hereof together with the necessary wires, cables, transformers, switches, protective devices and other appurtenances, and likewise the manhole and vault construction connected with said lines as indicated by said plan marked **80110053**.

The following is the public way above referred to:

Location – Wilbraham Rd – Installing 2 – new concrete manholes over existing 8 conduit bank.

Reason – Upgrading all electric circuits from the substation.

Also, for permission to lay and maintain underground laterals, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as it may desire for distributing purposes.

EVERSOURCE

By: *Zac Berry*
Zachery Berry
District Representative

Dated this 14th day of September, 2021

CITY COPY

Attachment: 80110053 WILBRAHAM RD UG (6473 : Eversource- Wilbraham Rd.)



**PETITION TO INSTALL AND MAINTAIN UG LINES
FOR THE TRANSMISSION OF ELECTRICITY**

To City Council, Springfield, Massachusetts

NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE prays that after due notice and a hearing as provided by the law it may be granted permission to install and maintain below the surface of the ground in the public way hereinafter named, a line or lines for the transmission of electricity consisting of conduits located as shown upon the plan filed herewith and made a part hereof together with the necessary wires, cables, transformers, switches, protective devices and other appurtenances, and likewise the manhole and vault construction connected with said lines as indicated by said plan marked **80110053**.

The following is the public way above referred to:

Location – Wilbraham Rd – Installing 2 – new concrete manholes over existing 8 conduit bank.

Reason – Upgrading all electric circuits from the substation.

Also, for permission to lay and maintain underground laterals, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as it may desire for distributing purposes.

EVERSOURCE

By: *Zac Berry*
Zachery Berry
District Representative

Dated this 14th day of September, 2021

EVERSOURCE COPY

Attachment: 80110053 WILBRAHAM RD UG (6473 : Eversource- Wilbraham Rd.)



Attachment: Screenshot 2021-10-06 113229 (6473 : Eversource- Wilbraham Rd.)

CITY OF SPRINGFIELD, MASSACHUSETTS

Date: September 14, 2021

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

The Board of Public Works, to which was referred the petition of Eversource Electric Company dated September 14, 2021, to install 2 new concrete manholes over existing 8 conduits to update substation on Wilbraham Road, The work consists of 2 new concrete manholes and 56 feet of 24-5" inches conduits encased across Wilbraham Road from the north side to substation located on 1155 Wilbraham Road., all as substantially shown on a plan attached referred to Wilbraham Road, which is incorporated herein by reference and to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways to make connections with the substation as it may desire for distributing purposes, reports thereon as follows:

By virtue of Chapter 708 of the Acts of 1977, the Board of Public Works held the hearing on the above matter provided for in Section 22 of Chapter 166 of the General Laws. The hearing was held on September 29, 2021 at 4:15 P.M. at the corner of Breckwood Blvd. and Wilbraham Road in Springfield, MA 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 to update substation 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.

Attachment: Report Wilbraham Rd. (6473 : Eversource- Wilbraham Rd.)

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.

John J. Fitzgerald)
Ronald A. Briggs)
Michael J. Briggs)

BOARD OF PUBLIC WORKS



City Council

SCHEDULED

Meeting: 10/18/21 07:00 PM

Initiator: Erin Hand

Sponsors: Mayor Domenic J. Sarno

DOC ID: 6474

4

Parks Department - PARC Grant - Blunt Park- \$400,000 - Match Required (Mayor Sarno)

APPROPRIATION ORDER AND RESOLUTION TO FILE, AND ACCEPT AND EXPEND GRANTS WITH AND FROM THE COMMONWEALTH OF MASS., EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS FOR THE “PARKLAND ACQUISITIONS AND RENOVATIONS FOR COMMUNITIES” FOR IMPROVEMENTS TO BLUNT PARK

- Whereas: Blunt Park is considered a community-wide asset and the preservation and improvements to this facility are in line with the City’s priorities to provide recreational opportunities for all of its residents as evidenced in the City’s most recent Open Space and Recreation Plan (“Plan”); and
- Whereas: Blunt Park is dedicated to park and recreation purposes under M.G.L. Chapter 45, Section 3; and
- Whereas: Blunt Park’s ultimate restoration, guided in principal by the Plan, will greatly enhance this facility with improved infrastructure such as installation of an accessible splash pad, accessible connections to existing park amenities, and development of a woodland trail system and landscaping; and
- Whereas: The main focus of the design is to improve the current conditions to be used as a public park; and
- Whereas: The overall improvements to this park have been put on hold due to fiscal budget constraints preventing the City from proceeding with the improvements as a single comprehensive project; and
- Whereas: The project was instead viewed as a series of phases, to be implemented over time, by priority as fiscal resources were available, with the intention of securing grant funding, when and if available, to assist in this effort; and
- Whereas: The Executive Office of Energy and Environmental Affairs (EEA) is providing reimbursable grants to cities and towns to support the preservation and restoration of urban parks through the Parkland Acquisitions and Renovations for Communities grant program (301 CMR 5.00); and
- Whereas: The Blunt Park Improvement project will cost \$650,000 (Six Hundred Fifty Thousand Dollars), and the PARC program requires the City to appropriate the full amount of the project costs; and

Whereas: The City has committed \$250,000.00 (Two Hundred Thousand Dollars) in municipal funds, and the additional \$400,000.00 (Four Hundred Thousand Dollars) which will be reimbursed by The Executive Office of Energy and Environmental Affairs Parkland Acquisitions and Renovations for Communities grant program, for the first phase of the project; and

Whereas: The Chief Administrative and Financial Officer 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 this City Council Order appropriating funds for the Project, and expending the grant funds once received, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008; and

NOW THEREFORE BE IT ORDERED:

- 1) That the Mayor and the City's Department of Parks, Buildings and Recreation Management are hereby authorized to file and accept grants from the Executive Office of Energy and Environmental Affairs, and to expend such grants for the purposes of the grants pursuant to Mass. Gen. Laws ch. 44, sec. 53A, including a grant in the amount of Four-Hundred Thousand Dollars (\$400,000) for Blunt Park from the Parkland Acquisitions and Renovations for Communities grant program;
- 2) that the City Council hereby appropriates the sum of Two Hundred Fifty Thousand Dollars (\$250,000) for the Blunt Park Project from the following account, pursuant to Mass. Gen. Laws ch. 44, sec. 32: (26311824-580800-63122:)
- 3) That the Mayor be and is hereby authorized to take such other actions as are necessary to carry out the terms, purposes, and conditions of this grant to be administered by the City's Department of Parks, Buildings and Recreation Management; Department, including entering into contracts; and
- 4) That this resolution and order shall take effect upon its passage.

City of Springfield
36 Court Street
Springfield, MA 01103



Division of Administration
and Finance

To: Springfield City Council
From: Timothy J. Plante, Chief Administrative & Financial Officer
Date: October 18, 2021
Re: Order for Council Meeting – October 18, 2021
Cc: Mayor Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the October 18, 2021 Council meeting regarding a state grant for improvements and upgrades to Blunt Park.

Background: The Parks Department has been selected by the Executive Office of Energy and Environmental Affairs (EEA) to receive state grant assistance from Parkland Acquisitions & Renovations for Communities (PARC). The total cost of this project will be \$650,000. The grant will provide \$400,000 in funding and the remaining \$250,000 will be provided through CDBG funding.

This project will allow for improvements to Blunt Park, including installation of an accessible splash pad, accessible connections to existing park amenities, the development of a woodland trail and landscaping improvements.

DESCRIPTION	AMOUNT
GRANT FUNDING	\$ 400,000
FY21 CDBG	\$ 250,000
TOTAL PROJECT BUDGET	\$ 650,000

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

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

Attachment: CAFO Cert - Parks - PARC Grant - Blunt Park (6474 : Parks Department - PARC Grant - Blunt Park - \$400,000 - Match Required)



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 10/08/2021

Department Requesting Grant Setup DPBRM

Department Phone # (Please include extension) 787-7772

Name and Title of Person to Contact in Case of Questions Patrick Sullivan
Executive Director

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

If yes, please indicate your previous project number:

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

Grant Type:

State – Highway

Federal Pass-Through DOE– School

Federal Direct– School

Federal – City

State DOE– School

State Other – School

X State – City (Parkland Acquisitions & Renovations for Communities
Grant – PARC)

Private/Other

Grant Name: Blunt Park

Total Grant Amount Awarded: \$ 400,000

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	Office of Energy & Environmental Affairs
Contact Person	Melissa Cryan
Street Address	100 Cambridge Street, 9 th Floor
City, State, Zip Code	Boston, MA 02114
Telephone	(617) 626-1171
Fax	
E-Mail	melissa.cryan@state.ma.us

Actual Award Date September 28, 2021

Board Approval Date

Start Date

Expiration Date June 1, 2023

Renewal Action Date (optional)

If there are any Matching Funds:

Type

CDBG - \$250,000

Comments re: Description/Purpose of Grant

To make improvements to Blunt Park, including installation of an accessible splash pad, accessible connections to existing park amenities, and development of a woodland trail and landscaping improvements.

Comments re: Conditions/Restrictions of Grant

There are no conditions or restrictions to this grant

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # : Not Applicable

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) A.C.H

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

Org Code: 530600 \$40,000
584000 \$360,000

Object Codes:

Budget Roll-Up Codes:

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


Signature

12/8/21
Date

Please attach the following documents:

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

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



The Commonwealth of Massachusetts
Executive Office of Energy and Environmental Affairs
 100 Cambridge Street, Suite 900
 Boston, MA 02114

Charles D. Baker
GOVERNOR

Karyn E. Polito
LIEUTENANT GOVERNOR

Kathleen A. Theoharides
SECRETARY

Tel: (617) 626-1000
Fax: (617) 626-1181

September 28, 2021

Patrick Sullivan
Department of Parks, Buildings, & Recreation Management
200 Trafton Road
Springfield, MA 01108

Re: Blunt Park, PARC #47

Dear Mr. Sullivan:

I am pleased to officially confirm that the Blunt Park project has been selected by the Executive Office of Energy and Environmental Affairs (EEA) to receive up to \$400,000 in state Parkland Acquisitions and Renovations for Communities (PARC) assistance.

Project deadline is June 1, 2023

Be advised that the sum of \$40,000 for design costs has been set-aside for encumbrance and expenditure in FY22. Please note that this figure is solely for expenditure in FY22. The remaining \$360,000 for construction will be executed for encumbrance of funds in FY23, which begins July 1, 2022. All construction work must be completed and closed out by June 1, 2023. PARC grants work on a reimbursement basis. Your community's reimbursement rate is 70%. We can only reimburse your community for 70% of what you spend, even if this figure does not reach the maximum value of the grant award for that specific fiscal year.

The project must be completed by June 1, 2023 because your grant award amount has been budgeted by EEA in the fiscal years requested in your application. If you anticipate any difficulties in meeting this spending target and schedule at any time, please contact me without delay. I can be reached at melissa.cryan@mass.gov or (857) 274-7173.

Next Steps

1. Take a City Council or Town Meeting vote if you have not done so already. I must have a certified copy of the vote in hand by December 31, 2021. If you have not yet had her review the vote language, please do so immediately.
2. Execute the PARC Project Agreements. The PARC Project Agreement will be signed by your Chief Executive Officer and a majority of the Park or Recreation Commission members. Review the agreement carefully to be sure that the project has been correctly described and contact me immediately if any changes or updates need to be made. If the document is correct, please have two copies signed and return them to me for signature by Kathleen Theoharides, Secretary of EEA. One original will be returned to you to record, along with the town meeting or city council vote, property deed, and boundary map, at the Registry of Deeds, and to be copied for your audit file. The recorded Project Agreement must be returned to me no later than March 1, 2022.
3. Execute a State Standard Contract. This document allows our fiscal department to establish an account for your project. No reimbursement request can be honored unless the State Standard Contract, including the Contractor Authorized Signatory Listing, are signed and returned to Melissa. The Contractor Authorized

Signatory Listing Form should be signed by whoever signed contract. Be sure to fill out both pages of the document. Only two names should appear on this document – the signatory and the notary. A sample form has been enclosed – please review it closely so that your form is filled out correctly.

4. After the state contract has been signed and returned to you, you may proceed with the final design of your project. You may not start construction until July 1, 2022. Please note that we are unable to reimburse your community for any costs incurred prior to the execution of the State Standard Contract.

Reimbursement Procedures

The reimbursement procedures will be discussed in detail at the Grants Management Workshop (information below). A quarterly report form is also enclosed, which is due the first business day of March, June, September, and December while the project is active.

Reimbursement will be contingent upon satisfying the following conditions:

1. Submit **final designs and specifications** before going to bid, together with required permits for the construction phase, and final billing for design work by June 1, 2022.
2. A copy of the **PARC Project Agreement**, which has been recorded at the Registry of Deeds (along with the town meeting or city council vote for the project and boundary map) and a marginal notation entered on the deed to the property, is returned by March 1, 2022.
3. The construction must be started on July 1, 2022 and closed out by June 1, 2023.
4. Completion of outstanding CRs on parcels acquired with the use of CPA funds. Applicants that have purchased real property interests for open space or recreational purposes using money from the Community Preservation Fund must have all conservation restrictions required by Section 12 of Chapter 44B approved by the Secretary of Energy and Environmental Affairs and recorded prior to receipt of project reimbursement from the Executive Office of Energy and Environmental Affairs. Please submit to DCS documentation showing the conveyance of approved CRs to an appropriate entity on the below listed properties acquired with the use of CPA. Documentation should include the grantee, date of conveyance, and registry book/page of the CR document.

Legally Protected Recreation Land -- Springfield's Commitment

Please remember that according to Article 97 of the Amendments to the Massachusetts Constitution, acceptance of the state grant requires that this site remain open to the general public and prohibits any other use other than public outdoor recreation.

Project Sponsor's Workshop

Please carefully review all the enclosed information, and plan to attend the Project Sponsor's Workshop. This is a short, but important, mandatory meeting to review how to prepare your reimbursement request(s). If you cannot attend, please send someone to represent you since it would be very difficult to meet individually with each project sponsor. The grant workshop will be held via Microsoft Teams on Thursday, October 21, 2021 at 2:00 pm. Upon registration, the login information will be provided.

Congratulations on your successful application to the PARC program!

Sincerely,
Melissa Cryan
 Melissa Cryan
 Grant Programs Supervisor

enc.

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

CONTRACTOR LEGAL NAME: City of Springfield (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Exec. Off. of Energy and Env. Affairs MMARS Department Code: ENV	
Legal Address: (W-9, W-4): 36 Court Street, Springfield, MA 01103		Business Mailing Address: 100 Cambridge Street, 9th Floor, Boston, MA 02114	
Contract Manager: Patrick Sullivan	Phone: 413-787-7770	Billing Address (if different):	
E-Mail: psullivan@springfieldcityhall.com	Fax:	Contract Manager: Melissa Cryan	Phone: 617-626-1171
Contractor Vendor Code: VC6000192140		E-Mail: melissa.cryan@mass.gov	Fax:
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s):	
		RFR/Procurement or Other ID Number: ENV 22 DCS 02	
☒ NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ☐ Statewide Contract (OSD or an OSD-designated Department) ☐ Collective Purchase (Attach OSD approval, scope, budget) ☒ Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) ☐ Emergency Contract (Attach justification for emergency, scope, budget) ☐ Contract Employee (Attach Employment Status Form, scope, budget) ☐ Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		☐ CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____ Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) ☐ Amendment to Date, Scope or Budget (Attach updated scope and budget) ☐ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ☐ Contract Employee (Attach any updates to scope or budget) ☐ Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): ☒ Commonwealth Terms and Conditions ☐ Commonwealth Terms and Conditions For Human and Social Services ☐ Commonwealth IT Terms and Conditions			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. ☐ Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) ☒ Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended): \$400,000.			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___ % PPD; Payment issued within 15 days ___ % PPD; Payment issued within 20 days ___ % PPD; Payment issued within 30 days ___ % PPD. If PPD percentages are left blank, identify reason: ☒ agree to standard 45 day cycle ☐ statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); ☐ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (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.) Blunt Park, PARC #47: The project will include, but not be limited to, the installation of an accessible splash pad, accessible connections to existing park amenities, and development of a woodland trail system, in accordance with the terms of the PARC Grant Program and application filed by the City of Springfield, and on file with the Executive Office of Energy and Environmental Affairs, Division of Conservation Services.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ☒ 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. ☐ 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. ☐ 3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2023</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>[Signature]</u> Date: <u>7/12/2023</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Domenico S. Salvo</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>Bryan Hightower</u> Print Title: <u>Director of Capital & Trust Planning</u>	



City Council

SCHEDULED

Meeting: 10/18/21 07:00 PM
Initiator: Erin Hand
Sponsors: Mayor Domenic J. Sarno
DOC ID: 6479

5

MassTrails Grant - Camp STAR Trail Phase 2 - Match Required - \$100,000 (Mayor Sarno)

WHEREAS, the Springfield Parks Department ("Department") has been awarded a MassTrails grant from the Massachusetts Department of Conservation and Recreation ("DCR"); and

WHEREAS, the purpose of the grant is to continue construction of the trail between Camp STAR Angelina and Porter Lake in Springfield's Forest Park; and

WHEREAS, the total cost of the project is \$125,000; and

WHEREAS, the grant will pay \$100,000 toward the cost of the total expenses and requires the City to contribute \$25,000, which will be paid with FY21 CDBG funding; 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 grant; and

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

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

Camp STAR Trail Phase 2 - \$100,000

City of Springfield
36 Court Street
Springfield, MA 01103

Division of Administration
and Finance



To: Springfield City Council
From: Timothy J. Plante, Chief Administrative & Financial Officer
Date: October 18, 2021
Re: Order for Council Meeting – October 18, 2021
Cc: Mayor Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the October 18, 2021 Council meeting regarding a state grant for the implementation of Phase 2 of the Camp STAR Angelina Accessible Trail to Porter Lake.

Background: The Parks Department has been awarded a MassTrails Grant from the Massachusetts Department of Conservation and Recreation (DCR). The total cost of the project will be \$125,000. The grant will provide \$100,000 in funding, with a required match of \$25,000. The \$25,000 will be provided using FY21 CDBG funding

This project will allow for the implementation of phase 2 construction of the Camp STAR Accessible Trail to Porter Lake.

DESCRIPTION	AMOUNT
GRANT FUNDING	\$ 100,000
FY21 CDBG	\$ 25,000
TOTAL PROJECT BUDGET	\$ 125,000

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

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



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 10/08/2021

Department Requesting Grant Setup DPBRM

Department Phone # (Please include extension) 787-7772

Name and Title of Person to Contact in Case of Questions Patrick Sullivan
Executive Director

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

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

Grant Type:

State – Highway
Federal Pass-Through DOE– School
Federal Direct– School
Federal – City
State DOE– School
State Other – School
X State – City (DCR/MassTrails Grant)
Private/Other

Grant Name: Camp STAR Angelina Accessible Trail Phase 2

Total Grant Amount Awarded: \$ 100,000

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 Department of Conservation & Recreation (DCR)
 Contact Person Amanda Lewis
 Street Address 251 Causeway Street, Suite 600
 City, State, Zip Code Boston, MA 02114
 Telephone (413)-387-4333
 Fax
 E-Mail Amanda.lewis@mass.gov

Actual Award Date September 01, 2021

Board Approval Date

Start Date

Expiration Date December 31, 2023

Renewal Action Date (optional)

If there are any Matching Funds:

Type

CDBG - \$25,000

Comments re: Description/Purpose of Grant

Construction of the Camp STAR Angelina Accessible Trail to Porter Lake.

Comments re: Conditions/Restrictions of Grant

There are no conditions or restrictions to this grant

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # : Not Applicable

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) A.C.H

Please list all object codes needed for the grant.

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

Org Code:

Object Codes:

Budget Roll-Up Codes:

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

PAK
Signature

10/8/21
Date

Please attach the following documents:

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

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



COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

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CONTRACTOR LEGAL NAME: CITY OF SPRINGFIELD – DEPT OF PARKS, BUILDINGS, AND RECREATION MANAGEMENT. (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: MMARS Department Code:	
Legal Address: (W-9, W-4): 200 TRAFTON ROAD, SPRINGFIELD, MA 01108		Business Mailing Address: 136 DAMON ROAD, NORTHAMPTON, MA 01060	
Contract Manager: LAURA WALSH	Phone: 413-886-5186	Billing Address (if different):	
E-Mail: LWALSH@SPRINGFIELD.CITYHALL.COM	Fax:	Contract Manager: AMANDA LEWIS	Phone: 617-645-8314
Contractor Vendor Code: VC6000192140		E-Mail: AMANDA.LEWIS@MASS.GOV	Fax:
Vendor Code Address ID (e.g. "AD001"): AD		MMARS Doc ID(s):	
(Note: The Address ID must be set up for EFT payments.)		RFR/Procurement or Other ID Number:	
<u>X</u> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ☐ Statewide Contract (OSD or an OSD-designated Department) ☐ Collective Purchase (Attach OSD approval, scope, budget) ☒ Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) ☐ Emergency Contract (Attach justification for emergency, scope, budget) ☐ Contract Employee (Attach Employment Status Form, scope, budget) ☐ Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		<u> </u> CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: _____ Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) ☐ Amendment to Date, Scope or Budget (Attach updated scope and budget) ☐ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ☐ Contract Employee (Attach any updates to scope or budget) ☐ Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <u>X</u> Commonwealth Terms and Conditions <u> </u> Commonwealth Terms and Conditions For Human and Social Services <u> </u> Commonwealth IT Terms and Conditions			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00 . ☐ Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) ☒ Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$ <u>100,000.00</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days <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 (M.G.L. c. 29, § 23A); <u> </u> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.)			
RECREATIONAL TRAILS PROGRAM GRANT: P22-3472-G16A CAMP STAR ANGELINA ACCESSIBLE TRAIL PHASE 2			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:			
☒ 1. may be incurred as of the Effective Date (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. ☐ 2. may be incurred as of <u> </u> , 20 <u> </u> , a date <u>LATER</u> than the Effective Date below and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. ☐ 3. were incurred as of <u> </u> , 20 <u> </u> , a date <u>PRIOR</u> 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>DECEMBER 31, 2023</u> with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>[Signature]</u> Date: <u>10/12/2022</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Dominic J. Sarno</u> Print Title: <u>Manager</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____	



**COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF CONSERVATION AND RECREATION
MASSTRAILS GRANT AWARD**

Grant Award Recipient: City of Springfield/Department of Parks, Buildings and Recreation Management

Award Date:

Grant Contract ID: P22-3472-G16A

FAIN Number: RTP 2021

Catalogue of Federal Domestic Assistance (CFDA): Recreational Trails Program, 21.219

**MASSTRAILS GRANT AGREEMENT
Recreational Trails Program Funding**

This document represents a Grant Agreement between City of Springfield/Department of Parks, Buildings and Recreation Management (Grantee) and the Department of Conservation and Recreation (DCR) for the Camp STAR Angelina Accessible Trail (Phase 2) project as awarded under the MassTrails Grant Program. Upon signature of this Grant Agreement by the Project Manager or authorized signatory and in conjunction with execution of the fiscal grant contract by the State, Grantee may proceed to incur direct and matching expenses in relation to the project scope.

1. GENERAL PURPOSE

The City of Springfield/Department of Parks, Buildings and Recreation Management agrees to perform, as outlined in its application and any approved revisions, services related to Camp STAR Angelina Accessible Trail (Phase 2) project, in accordance with all regulations, policies and procedures set forth by the Federal Recreational Trails Program and the State of Massachusetts under the MassTrails Program.

2. GRANT TOTAL

The maximum amount of funds available to the Grantee pursuant to this agreement shall be **\$100,000**. It is further understood and agreed that the Grantee shall only be reimbursed on the basis of actual costs incurred, and that the State's determination of eligible and approved costs shall be final in all cases. It is understood and agreed that all payments of all sums by the State hereunder are contingent upon availability and continued appropriation, and if for any reason whatsoever, such funds shall be terminated or reduced or otherwise become unavailable, the State may terminate this grant in whole or part immediately. Any funds awarded but not spent by the Grantee by the project termination date shall lapse. In addition, the Grantee must provide complete and final reimbursement documentation no later than 30 days after the project termination date or the funds will lapse.

3. COST SHARING PROVISIONS

The Grantee will be required to provide acceptable documentation in a format that fully accounts for and certifies that the matching funds or in-kind services have been, in fact, incurred on the project. The Grantee must document a minimum of 20% of the *total project cost*, or the amount listed in the grant proposal. Match activities must take place within the grant award period as specified at the top of this document or they cannot be counted as a part of the grant. The proposed match for this project, as stated in the grant proposal, is **\$250,000**.

4. TERM OF GRANT CONTRACT

This grant contract is effective from the date of the signed contract to **December 31, 2023**. All expenditures submitted for reimbursement must occur within the contract time period. No direct expenses submitted for reimbursement will be accepted or reimbursed if they occur outside of the contract time period, including match activities.

5. GRANTEE RESPONSIBILITIES AND COMPLIANCE

This MassTrails Grant Award represents State financial support for a project through a competitive Request for Proposals (RFP) process and does not preclude any state, federal, or third-party compliance or required steps and tasks to complete the project. Receipt of a MassTrails grant does not translate into automatic State cooperation and/or imply approval across agencies nor does it imply special consideration for additional funding by state agencies or future MassTrails grant applications. The Grantee understands and acknowledges, by signing this Grant Agreement and accepting a MassTrails grant award, that the responsibilities for compliance with state and federal regulations and the grant process, procedures, and requirements contained herein are designated to the Grantee alone. It is the responsibility of the Grantee to review this document as needed to stay updated on grant steps and oversight. The MassTrails Administrator is not responsible for any of the steps or tasks contained herein or as a part of the project, regardless of whether those steps or tasks involve a state agency (including DCR) or not. It is the sole responsibility of the Grantee to contact appropriate agency personnel to obtain required permitting needed to complete the project or to initiate any outstanding easement or care and control issues, for example. It is the sole responsibility of the Grantee to successfully undertake project communication, procurement, and reimbursement and match tracking.

6. GRANT INITIATION

The Grantee shall sign and submit the required Grant Contract Fiscal Paperwork as well as sign this Grant Agreement document before any project work can begin. A site visit will be scheduled with the MassTrails Administrator to review the grant work and the MassTrails Grant Initiation Form on site before contracting is finalized. In some cases, remote communication will replace the site visit, as determined by the MassTrails Administrator. **The Grantee is required to complete the online Grant Initiation Form and submit it after the site visit/remote communication takes place, finalizing the scope and budget of the grant project.** The Grant Initiation document will be the basis for all reporting going forward and the project will not be closed out until all tasks in the Initiation document have been completed.

A template for the Grant Initiation Form is available on the MassTrails Grants website, as well as a link to the online form submittal

7. PROJECT PROGRESS REPORTS

The Grantee shall submit the online **Grant Project Progress Report** bi-annually on March 15

and September 15 each year, or upon request by the MassTrails Administrator at any time. The Progress Report must reflect any changes which were requested between progress reporting periods.

A template for the Progress Report is available on the MassTrails Grants website, as well as a link to the online form submittal.

8. PROJECT AMENDMENT REQUESTS

The Grantee shall not amend, revise, or change the approved application, scope or budget (including the proposed match) without the written consent of the MassTrails Administrator. Requests for a revised scope or budget must be submitted in writing and approved before the Grantee may proceed with the changes. This can be done by completing the online **Grant Amendment Request Form**. If the amendment request is approved and **involves a change in the grant budget amount, a Standard Contract Amendment Form must be fully executed** (signed by both parties) before proceeding with the updated expenditures. An initial conversation with the MassTrails Administrator is advised before filling out and submitting the form. If the change is not submitted to MassTrails and approved, any and all costs associated with the change will not be reimbursed.

A template for the Amendment Request Form is available on the MassTrails Grants website, as well as a link to the online form submittal.

9. PROJECT COMPLETION REQUIREMENTS

Final reimbursement is contingent upon a satisfactory review of the project, including completing the proposed scope as outlined in the Grant Initiation Form and subsequent forms, and consistency with the proposed budget.

Before the final reimbursement can be finalized and paid, either a final Site Visit or a final remote communication must take place between the Grantee and the MassTrails Administrator. When the project is completed and/or when final documents are being prepared, contact the MassTrails Administrator to determine if a site visit or remote communication is appropriate. At that time, the **Grant Close Out Form** will be discussed. This form mirrors the Grant Initiation Form and must show that all proposed tasks in the initial scope and budget have been completed, much like a contractor's "punch list." If a Grant Amendment was approved, the Close Out form will show the changes and that the project was completed according to all approved grant amendments.

Once the project is determined to be complete as proposed, the Grantee shall submit a **Final Report** along with their **Final Request for Reimbursement**. The Final Request for Reimbursement will be filled out using the Request for Reimbursement cover sheet and labelling it as FINAL. The Final Report shall document the project's goals, accomplishments, barriers encountered, and lessons learned. A two-page **Project Summary Form** is required to be filled out as a part of the Final Report.

Templates for the Grant Close Out Form, the Final Report Form, and the Project Summary Form are available on the MassTrails Grants website, as well as a link to the online form submittal. Instructions for the Reimbursement procedure are provided in a subsequent section of this document below and on the reimbursement guidance document available online.

10. COMPLIANCE WITH STATE AND FEDERAL REGULATIONS

The Grantee will ensure that the project complies with all applicable state and federal regulations as listed in this section. It is the responsibility of the Grantee to obtain any required permitting, documentation, or record of communication with regulatory review agencies as instructed below. When required, documentation of the review or permit must be on file with the MassTrails Administrator before the trail project can begin. Tracking and submitting required documentation is the sole responsibility of the grantee. If documentation is not submitted at the appropriate time, the grant may be subject to termination.

General Comments

No General Comments.

- **Buy America**

The Grantee is required to comply with the U.S. Department of Transportation Buy America provision as described in Title 23 United States Code, Section 313 (see <https://www.fhwa.dot.gov/construction/cqit/buyam.cfm>). All steel, iron and manufactured products containing steel or iron must be produced in the United States, unless a waiver is granted. The Grantee must provide documentation to authenticate the product as Buy America compliant. If the Grantee can show that the product needed to complete the RTP project is not manufactured in the U.S. and there is no viable alternative, then the Grantee can apply for a waiver with the federal government which, if granted, would allow for an exception to the rule for that particular project only. There is no guarantee that a waiver will be granted and the timeline for granting of waivers is currently uncertain.

Regulator Comments:

According to the specifications as outlined in the grant scope, this project requires documentation of Buy America Certification for the purchase of equipment, steel, or iron (or structures consisting of parts with steel or iron). Buy America certification must be submitted to the MassTrails Grant Administrator prior to the purchase of any products falling under this requirement. If Buy America certification is not produced, the grantee will not be reimbursed.

- **Massachusetts Wetlands/Rivers Protection Acts and Local Wetland Bylaws**

Any project that alters land within 100 feet of a wetland or 200 feet of a river or stream (or that meets any other condition of the Rivers or Wetlands Protection Act) will require the approval of the local Conservation Commission before any construction can proceed. If instructed by the Commission, filing an RDA and an NOI may be required.

Regulator Comments:

According to the specifications as outlined in the grant scope, this project requires Conservation Commission approval or permitting before the projects may proceed to construction. Documentation of required permits must be on file with the MassTrails Program before the project may proceed.

- **Massachusetts Endangered Species Act (MESA) and the Endangered Species Act of 1973**

MESA and the Federal Endangered Species Act protect rare species and their habitats by prohibiting the "Take" of any plant or animal species listed as Endangered, Threatened, or

of Special Concern. Any project activities which occur within Estimated or Priority Habitat as identified by the Massachusetts Natural Heritage and Endangered Species Program (NHESP) must file with the program for review and approval, unless the project has been determined as exempt by NHESP. Projects which occur within habitat of Federally listed Endangered or Threatened species will be instructed by the Grants Administrator on steps required to prevent harmful impacts to those species.

Regulator Comments (MESA):

According to the specifications as outlined in the grant scope, this project does not overlap habitat subject to NHESP review. No further action is required.

Regulator Comments (ESA):

*Based on the information provided, it was determined that the Proposed Action will have no effect on the endangered Indiana bat (*Myotis sodalis*) or the threatened Northern long-eared bat (*Myotis septentrionalis*). No consultation is required for these two species.*

- **Section 106 of the National Historic Preservation Act (NHPA)**

Any projects that receive funding from federal agencies must be reviewed in compliance with Section 106 of the National Historic Preservation Act of 1966. This legislation requires projects to take into account the effects of their undertakings on historic properties, and affords the Massachusetts Historical Commission (MHC) and federally recognized tribes the opportunity to review and comment on the project.

Regulator Comments:

A review conducted by the DCR Staff Archeologist concluded that this project will have no adverse effect on historic or archaeological resources. No further action is required.

- **Massachusetts Environmental Policy Act (MEPA)**

The MEPA review process provides meaningful opportunities for public review of potential environmental impacts of certain projects for which certain actions by state agencies are required. It requires state agencies to study the environmental impacts of projects requiring state permitting, financial assistance or land disposition, and to use all feasible measures to avoid, minimize, and mitigate damage to the environment or, to the extent damage to the environment cannot be avoided, to minimize and mitigate damage to the environment to the maximum extent practicable. Most MassTrails grants are exempt from MEPA. If a project does require MEPA review, the Grantees must submit a list of all relevant thresholds and indicate if an ENF and/or an EIR are required. The Grantee must submit relevant communication and final documents to the MassTrails Administrator before the project can proceed.

- **Other Required Permitting**

There are many additional permitting requirements which may or may not apply to a given project. It is the responsibility of the Grantee to seek out and determine which permits are required, from Temporary Construction Access permits to U.S. Army Corps of Engineers permits.

11. LAND OWNERSHIP

Proposals for construction projects that will take place on land that is not owned or managed by the applying organization must include a signed statement from the landowner or manager

specifically authorizing the project and ensuring that the property is open for continuing public access. Any required permits or authorizations, such as a Temporary Construction Access Permit, must be obtained **BY THE GRANTEE** and submitted to the MassTrails Administrator before any construction takes place. Tracking and submitting required documentation is the sole responsibility of the Grantee. If documentation is not submitted as specified, the grant may be subject to termination.

A list of the required steps/tasks or permitting for a project will be finalized and submitted on the **Grant Initiation Form** at the onset of the project. If the project will take place on private land, an easement for public access with a commitment of no less than 10 years must be in place prior to the grant award. If there is a Conservation Restriction (CR) on the parcel, the CR holder must provide written authorization for the project as well. A plan for ongoing stewardship and continued communication must be formalized between the Grantee or other designated party and the landowners (or CR holders), for a period of no less than 10 years.

Regulator Comments:

No Land Ownership Comments.

12. EQUIPMENT PURCHASES

Equipment is defined as tangible personal property having a useful life of at least five years and a per-unit acquisition cost of \$5,000 or greater. If applicable, the equipment title will rest with the Grantee and must be used for the proper authorized use as stated in the project proposal. The Grantee is required to use the equipment for its proposed and intended purpose for a **reporting period of five years**.

If applicable, Buy America certification for the equipment must be submitted with the Grant Initiation Form before the grant contract and NTP are released to the grantee.

An **Equipment Report** including the purchase details, title (if applicable), condition, use, and storage location shall be submitted with the Request for Reimbursement which contains documentation of the equipment purchase and match. The **Equipment Report** must then be submitted **annually, on the date of the original purchase, for a period of five years following the project end date**.

A template for the Equipment Report Form is available on the MassTrails Grants website, as well as a link to the online form submittal.

13. ACQUISITIONS

Projects involving land acquisition must obtain an appraisal of the land to be acquired, as well as a review of the appraisal by an independent review appraiser. The review appraiser must certify that the appraisal meets the standards of the Uniform Appraisal Standards for Federal Land Acquisitions, found at <http://www.usdoj.gov/enrd/land-ack/>. Projects involving land acquisition must also conform to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601 et seq., as amended, found at <https://uscode.house.gov/view.xhtml?path=/prelim@title42/chapter61&edition=prelim>. These regulations apply to evaluating the acquisition of real property and any potential displacement activities.

14. MASSTRAILS ACKNOWLEDGEMENT SIGNS

The Grantee shall display formal and permanent recognition/acknowledgment of MassTrails funding at the project site or affixed on equipment purchased through the program. Signs should be constructed of sturdy material that is permanent, large enough to be clearly visible and located at a prominent access point to the project area or prominently included within other signs or kiosks. The suggested language identifies the site as a cooperative venture (e.g., "A Cooperative Trail Project between the 'Name of Municipality/Organization' and MassTrails" OR "This project is funded in part by MassTrails, administered by the Department of Conservation and Recreation"). Any printed materials such as trail brochures, celebration announcements or website information should also identify the financial partnership that made the project a reality. Stickers or decals shall be printed and displayed on all equipment purchased with MassTrails funding. **It is also encouraged that the Grantee develop and distribute a press release upon the award of the grant and/or project completion, acknowledging MassTrails as a source of funds for the project.**

15. COMMUNITY AND STAKEHOLDER OUTREACH

It is the responsibility of the Grantee to manage and perform necessary outreach and notifications to the community, stakeholders, and abutters of the project area. Any community concerns or issues regarding the project will be addressed and managed by the Grantee. It is the Grantee's responsibility to have all permissions and approvals in place prior to trail design, construction, or maintenance work. If there is a particular point of controversy at any point during the grant project time period, the Grantee should notify the MassTrails Administrator as a courtesy and to discuss the issue.

16. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

This grant is funded in whole, or in part, by the Federal Highway Administration, United States Department of Transportation (US DOT). As such, the requirements at **49 Code of Federal Regulations (CFR) Part 26: Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs** apply to this grant, as set forth below:

a. Nondiscrimination Assurance

The Grantee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of the requirements of 49 CFR Part 26. The Grantee shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of contracts. The Massachusetts Department of Transportation's DBE Program, as required by 49 CFR Part 26 and as approved by USDOT, has been adopted by the Massachusetts Department of Conservation and Recreation, and is incorporated by reference in this agreement. Implementation of this program is a legal obligation. ***The MassTrails Grant Administrator will assist all grantees in guidance and implementation of this program.*** Failure to carry the terms of the DBE Program shall be treated as a violation of this grant agreement. Upon notification to the Grantee of its failure to carry the applicable requirements, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The Grantee, before solicitation of any contract in excess of \$30,000, shall consult with DCR and follow all required steps in assuring compliance with 49 CFR Part 26. The DCR may determine a DBE goal to be appropriate on certain contracts let under this grant. DCR

will notify the grantee of any goals established and guide and assist through the process of complying with that goal. A DBE goal defines a certain percentage (e.g., 10%) of that project which should be awarded to a DBE. The establishment of a goal will consider the types of materials, categories of work, and location of the project. The Grantee shall be required to implement any DBE goal assigned by the DCR. If required by DCR, the Grantee shall insert into any contracts resulting from this grant a copy of the DCR/ MassDOT DBE Special Provisions. These provisions provide specific instruction to contractors concerning their obligations and procedures to be followed on contracts containing DBE participation goals. Subsequent to the grant award but prior to letting any contract with an established DBE goal, the Grantee is required to submit either evidence that the apparent low bidder met the goal or its good faith efforts to do so.

b. Reporting

The Grantee shall provide the DCR with the names and addresses of bidders responding to contract solicitations under this grant (**Bidder's List Form**). The Grantee shall also provide the DCR with the value of each prime and subcontract subsequently awarded. This information shall be provided and included as a part of the Request for Reimbursement process. The Grantee further agrees to cooperate fully with the DCR in obtaining information or records from its contractors to satisfy the DBE Program requirements.

c. Contract Assurance

The Grantee will ensure that the following language/provisions are placed in every contract and subcontract that is partially or fully funded by the Recreational Trails Program:

Non-Discrimination Assurance: *"The contractor or subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as (Name of Recipient/Grantee) deems appropriate."*

Prompt Payment Language: *"The Contractor agrees to make payment in full, including retainage, to each subcontractor not later than ten (10) business days after the subcontractor has completed all of the work required under its subcontract."*

Bidder's List: *"All official bidders will be required to report the names, addresses and telephone numbers of all firms that submitted bids or quotes in connection with this project."*

Form 00859 – Contractor's Sub Certification Form

For grants subject to DBE reporting (grants where a goal has been established), the Grantee shall insert a copy of the following forms in any contract(s) let under this grant, including:

1. MassDOT Form 00719 (Attachment A) – Special Provisions for Participation by Disadvantaged Business Enterprises;
2. MassDOT Form 00760 – FHWA-1273 -- Required Contract Provisions for Federal-Aid Construction Contracts – Revised May 1, 2012;
3. MassDOT Form B00853 – Schedule of Participation by DBEs;
4. MassDOT Form B00854 – Letter of Intent by DBE;

5. MassDOT Form B00855 – DBE Joint Check Arrangement Approval FORM;
6. MassDOT Form B00856 – Joint Venture Affidavit;
7. Form 00859 – Contractor’s Sub Certification Form;
8. MassDOT Form 00870 – Standard Federal Equal Employment Opportunity Construction Contract Specifications – (Federal Executive Order 11246);
9. FHWA Sub-Recipient Non-Discrimination Assurances- Appendix A;
10. DCR Recreational Trails DBE Report; and
11. DCR Bidder’s List

17. PROCUREMENT PROCEDURES

The Grantee will adhere to the Federal Guidelines for Procurement Procedures (Code of Federal Regulations, Title 2, Subtitle A, Chapter II, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) available for viewing online at: <https://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1>.

MassTrails Grantees may follow their own established written procurement procedures, however, any procedures relating to the grant project must provide for the following, at minimum:

- a. Grantees’ avoidance of purchasing unnecessary items.
- b. Where appropriate, an analysis is made of lease and purchase alternatives to determine which would be the most economical and practical procurement.
- c. When purchasing an item with a value between \$10,000 and \$150,000, grantees are required to obtain at least three bids for goods and/or services. The solicitations must provide for all of the following:
 - i. A clear and accurate description of the technical requirements for the material, product or service to be procured. In competitive procurements, such a description shall not contain features which unduly restrict competition.
 - ii. Requirements which the bidder/offeror must fulfill and all other factors to be used in evaluating bids or proposals.
 - iii. A description, whenever practicable, of technical requirements in terms of functions to be performed or performance required, including the range of acceptable characteristics or minimum acceptable standards.
 - iv. The specific features of “brand name or equal” descriptions that bidders are required to meet when such items are included in the solicitation.
 - v. The acceptance, to the extent practicable and economically feasible, of products and services dimensioned in the metric system of measurement.
 - vi. Preference, to the extent practicable and economically feasible, for products and services that conserve natural resources and protect the environment and are energy efficient.

If the grantee does not have established written procurement procedures, the grantee accepts and agrees to follow the above procurement policy in place of its own requirements.

18. REIMBURSEMENT

The State agrees to reimburse the Grantee **up to the approved grant amount** for approved expenses incurred in accordance with the project budget subject to the following:

- a. It is understood and agreed by the parties that in the performance of this grant and the services hereunder, the Grantee and its servants and employees are in all respects independent contractors and shall neither be determined to be employed by, nor agents of, the State, nor be entitled to any benefits provided by the State to its employees.
- b. The Grantee must pay 100 percent of the cost of an item before submitting a request for reimbursement of eligible costs. For example, a Grantee may not apply for reimbursement for a piece of equipment for which they have set up a loan agreement and monthly payment plan. The equipment must first be paid in full by the entity indicated on the state contract before any reimbursement will be authorized.
 - i. When requesting reimbursements, the Grantee shall submit **invoices/receipts** for actual costs incurred. All invoices/receipts must show dates within the contract period.
 - ii. The Grantee must also submit **proof of payment** (such as a cancelled check or credit card statement) of the invoice by the Grantee. All payments must be traced from the invoice/receipt to proof of payment *by the entity* on the state contract.
 - iii. For **major equipment** purchased through the program (such as a snow groomer), a receipt from the vendor indicating the equipment has been delivered and paid in full, including name, serial number, year of manufacture, accessories received and price from seller, shall also be submitted.
 - iv. For requests of reimbursement of **staff time**, time sheet records indicating dates and hours spent on the project, tasks accomplished, and billing rates must be submitted. Proof of payment to the staff must also be submitted, such as payroll records or copies of pay stubs. The hourly rate must be clearly displayed, or a letter from the organization stating the hourly rate of each employee must be provided. Indirect/fringe costs can be included. A letter from the organization stating the indirect cost rate must be included for verification of the rate.
 - v. If a third party has made a purchase on behalf of the Grantee, the original invoice/receipt must be documented as well as proof of that direct payment, as in a copy of the credit card statement of the third party showing the transaction. Then, proof of payment to the third party by the Grantee must be submitted (e.g., a cancelled check).
- c. The Grantee may submit multiple reimbursement requests, on a monthly basis at most, during the grant period.
- d. **The final Reimbursement Request can be submitted up to 30 days after the grant contract has ended.** For example, goods and services must be completed by the end date of the contract, but payment for those goods or services and submittal of the reimbursement request can be submitted up to, but not exceeding, 30 days past the contract end date. Documentation must be complete at this time, meaning all required back up documents must be included and approved by the Grants Administrator. This may require submitting a "draft" reimbursement request prior to the deadline (this is recommended) to ensure that all required paperwork is included. **Please avoid submitting reimbursements, if possible, between June 15 and August 15. This is the end of our fiscal year and a very busy time for DCR's finance team. Processing of payments will be delayed if submitted during this time period.**
- e. The Grantee's final reimbursement will be held until a site visit has been conducted by the MassTrails Administrator and the Grant Close Out Form has been submitted and approved.
- f. The Grantee will submit a Final Report and Project Summary with the final reimbursement request.

- g. The purchase of food is not an acceptable cost for trail grant funding. Do not submit a reimbursement request for food as a part of your grant expenditures or as match.

19. MATCH

The Grantee shall document incurred **match** with each reimbursement request and/or with the final reimbursement request, unless otherwise authorized by the MassTrails Administrator. Match represents 20% of the TOTAL PROJECT VALUE, not 20% of the reimbursement amount. The easiest way to calculate this is to take your grant award amount and multiply by 0.25. For example, a \$100,000 grant award requires \$25,000 match (80% of \$125,000 equals \$100,000 and 20% equals \$25,000).

- b. Any match that is actual cash spent towards the project must be documented with the same requirements as the reimbursement requests. Invoices and proof of payment are required.
- c. Volunteer labor as match must be documented with time sheets including names, dates, hours worked, description of work accomplished and value of those hours for every hour claimed. Sample spreadsheets can be provided by the MassTrails Administrator upon request.
- d. Volunteer event days should be documented as stated in the previous bullet, with the addition of a volunteer sign in sheet signed by each participant. Sample sign in sheets can be provided by the MassTrails Administrator upon request.
- e. Staff time utilized as match requires a spreadsheet showing dates, names, hours worked, description of grant-related work and value of those hours for every hour claimed. Proof of payment to the employee must be provided as well, either in the form of copies of paystubs or a payroll report. The hourly rate must be clearly displayed, or a letter from the organization stating the hourly rate of each employee must be provided. Indirect costs/fringe can be included. A letter from the organization stating the indirect cost rate must be included for verification of the rate.
- f. Donations must be documented with a written statement from the entity that has made the donation, stating their donation, its value and to whom it was given. Proof of the value of the donation must also be submitted, either by an invoice, receipt, or another form of valuation, such as the most current value listed on a website where comparable products are sold.

20. TERMINATION OF GRANT CONTRACT

Any failure by the Grantee to abide by or carry out any of the terms or conditions of this grant shall, at the discretion of the State, result in termination of this grant, if, after notice to the Grantee, said default is not remedied within ten (10) days. In the event of termination, no further payments shall be made by the State.

21. CONSTRUCTION INSPECTION REPORT; AUDITS

State representatives may, at any time, inspect the project and review the Grantee's records and files. Upon notification of project completion, the State may inspect projects and prepare a written report. Recommendations for corrective actions will be made, if appropriate. A copy of the report will be sent to the Grantee. Deficiencies, if any, shall be corrected and reported, in writing, to the State within twenty-one (21) days of receipt of the inspection report. Final payment will not be made until deficiencies are corrected. The Grantee agrees to submit to all requested inspections and audits by State officials, which relate to the services and payments under this grant.

22. RECORD RETENTION

All program and financial records shall be retained by the Grantee for state audit purposes and available for public inspection for a period of seven (7) years *after* the final payment on the project. At a minimum, the following records shall be maintained and made available for audit: invoices, for purchased materials and for all design and construction costs indicating check number and date paid on each invoice; cancelled checks or copies thereof; bid, solicitation, and procurement documents; work changes, change orders, and contract amendments. Record retention for purchases of items \$10,000 or more must include, at minimum, documentation which provides the basis for contractor selection, justification for lack of competition when competitive bids or offers are not obtained, and a basis for the award cost or price.

23. TITLE VI/NONDISCRIMINATION ASSURANCES

The Grantee shall comply with the assurances included in the Federal Highway Administration Assurances for Title VI and Other Nondiscrimination Statutes and Regulations, attached, and incorporated in this grant agreement. The Grantee will review and sign this document on page 6, returning the original copy to the grant program administrator (see Appendix A).

24. SOVEREIGN IMMUNITY AND INDEMNIFICATION

The Grantee covenants to indemnify and hold harmless the State from and against any and all losses suffered by the State and any and all claims, liability or penalties asserted against the State by or on behalf of any person on account of, based in, resulting from arising out of, (or which may be claimed to have arisen out of) the acts or omissions of the Grantee. Nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State. This covenant shall survive the termination of the grant.

25. INITIALIZED CHECKLIST AND SIGNATURE

Please initial in the line shown after each of the following statements and refer back to these statements and the Grant Agreement document in full for guidance as your project progresses:

- The Grantee understands that under no circumstances can their grant contract be extended. The end date of this grant is the date listed on the Standard Contract Form, NTP, and this document. As such, the grantee has reviewed the project scope and budget and can ensure that the grant award will be spent within the contract time period, understanding that any funds which are not spent by the contract end date will return to the state as program slippage. MS (Initial Here)
- The Grantee understands that this is reimbursement grant program. The grantee must first spend the money and then apply for reimbursement. A request for reimbursement must be submitted to the Grant Administrator as outlined specifically in this document, including a cover page, invoices/receipts for goods or services and documented proof of payment for those goods/services. MS (Initial Here)
- The Grantee understands that they are responsible for accruing their proposed match and providing proof of that match, as outlined in this document, on the condition of being reimbursed for grant-funded expenses. MS (Initial Here)
- The Grantee understands that the Final Reimbursement Request and Final Report must be submitted within 30 days of the contract end date, no exceptions. MS (Initial Here)

Photo Release and Authorization

- The Grantee authorizes the MassTrails Administrators to edit, alter, exhibit, publish, or distribute any photos shared with the MassTrails Program related to the grant project. In addition, the Grantee waives the right to inspect or approve the finished product wherein the photo appears. Photo credit will be shared when possible. DS (Initial Here)

By signing below, the Grantee confirms that they have read through and agree to the terms set forth in the agreement above.

Domenic J. Sarno
Authorized Signature

10/14/2025
Date

Domenic J. Sarno
Print Name

Mayor - City of Springfield
Organization/Agency

Please sign and retain a copy of this Grant Agreement for your records. Please scan the FULL signed document and email a digital PDF document to the MassTrails Grants Administration Team:

Amanda Lewis
MassTrails Program Manager
(617) 645-8314, amanda.lewis@mass.gov

Elizabeth Knott
MassTrails Program Grants Coordinator
(617) 981-5753, elizabeth.knott@mass.gov

Appendix

Appendix A

TITLE VI/NONDISCRIMINATION AGREEMENT AND RECIPIENT ASSURANCES

The Commonwealth of **Massachusetts**, acting through its **Department of Conservation and Recreation** (hereinafter referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the United States Department of Transportation (USDOT), Federal Highway Administration via funds received from the Commonwealth of Massachusetts Department of Transportation, it is subject to and must comply with the following, as applicable and appropriate:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability);
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 *et seq.*), (prohibits discrimination on the basis of disability);
- 49 C.F.R. Part 21 (entitled *Nondiscrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 49 C.F.R. Part 27 (entitled *Nondiscrimination On The Basis Of Disability In Programs Or Activities Receiving Federal Financial Assistance*);
- 49 C.F.R. Part 28 (entitled *Enforcement Of Nondiscrimination On The Basis Of Handicap In Programs Or Activities Conducted By The Department Of Transportation*);
- 49 C.F.R. Part 37 (entitled *Transportation Services For Individuals With Disabilities (ADA)*);
- 23 C.F.R. Part 200 (FHWA's Title VI/Nondiscrimination Regulation);
- 28 C.F.R. Part 35 (entitled *Discrimination On The Basis Of Disability In State And Local Government Services*);
- 28 C.F.R. Part 50.3 (DOJ Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory cites are hereinafter referred to as the "Acts." The preceding regulatory cites are hereinafter referred to as the "Regulations."

Although not applicable to Recipients directly, there are certain Executive Orders and relevant guidance that direct action by Federal agencies regarding their federally assisted programs and activities to which compliance is required by Recipients to ensure Federal agencies carry out their responsibilities. Executive Order 12898, 3 C.F.R. 859 (1995), entitled "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," emphasizes that

Appendix

Federal agencies should utilize existing laws to achieve Environmental Justice, in particular Title VI, to ensure nondiscrimination against minority populations. Recipients should be aware that certain Title VI matters raise Environmental Justice concerns and FHWA intends that all Recipients evaluate and revise existing procedures (as appropriate) to address and implement Environmental Justice considerations. See the following FHWA website for more information and facts about Environmental Justice:
<http://www.fhwa.dot.gov/environment/ejustice/facts/index.htm>.

Additionally, Executive Order 13166, 3 C.F.R. 289 (2001) on Limited-English-Proficiency, according to the U.S. Department of Justice in its Policy Guidance Document dated August 16, 2000 (65 Fed. Reg. at 50123), clarifies the responsibilities associated with the "*application of Title VI's prohibition on national origin discrimination when information is provided only in English to persons with limited English proficiency.*" When receiving Federal funds Recipients are expected to conduct a four-factor analysis to prevent discrimination based on National Origin. (See also U.S. DOT's "*Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons,*" dated December 14, 2005, (70 Fed. Reg. at 74087 to 74100); the Guidance is a useful resource when performing a Four-Factor Analysis).

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, policy, memoranda, and/or guidance, Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that

"No person in the United States shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from the USDOT, including the Federal Highway Administration.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Nondiscrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973) by restoring the broad, institution wide scope, and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is federally-assisted.

Additionally, the Recipient may not discriminate in the selection and retention of contractors, including without limitation, retaining contractors whose services are for, or incidental to, construction, planning, research, highway safety, engineering, property management, realty, fee contracts, and other commitments with persons for services and expenses incidental to the acquisition of rights-of-way.

Federal-aid contractors may not discriminate in their selection and retention of first-tier subcontractors and first-tier subcontractors may not discriminate in their selection and retention of second-tier subcontractors, who participate in Federal-aid highway construction, acquisition of rights-of-way, and related projects, including those who supply materials and lease equipment.

Appendix

The Recipient may not discriminate against eligible persons in making relocation payments and in providing relocation advisory assistance where highway rights-of-way acquisitions necessitate relocation(s).

The Recipient may not discriminate by preventing Title VI/Nondiscrimination populations from accessing and utilizing facilities and services provided for public accommodations (i.e., eating, sleeping, rest, recreation, and vehicle servicing) constructed on, over, or under the rights-of-way of federally assisted highways.

The Recipient, its sub-recipients, contractors, subcontractors, and other persons subject to this Agreement may not discriminate in their employment practices in connection with highway construction projects or other projects assisted by the Federal Highway Administration.

The Recipient shall develop and implement a Public Participation Plan in a manner that ensures the identification of Title VI/Nondiscrimination population(s), affords the population(s) opportunities to comment, and provides an atmosphere where all comments are promptly addressed with regard to the location and design of highway construction projects. Additionally, the Recipient shall not locate, design, or construct a highway in such a manner as to deny access to, and use thereof, to any persons on the basis of race, color, national origin, sex, age, or disability.

More specifically and without limiting the above general Assurance, the Recipient agrees with and gives, the following Assurance with respect to its federally-assisted highway program, as follows:

1. The Recipient agrees that each "program" and each "facility" as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Acts and the Regulations;
2. The Recipient shall insert the following notification in all solicitations for bids and Requests For Proposals for work or material subject to the Acts and the Regulations made in connection with all **Federal Highway Programs** and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

"The Massachusetts Department of Conservation and Recreation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4), other Nondiscrimination requirements (The Federal-Aid Highway Act of 1973, The Age Discrimination Act of 1975, Section 504 of the Rehabilitation Act of 1973, and Americans with Disabilities Act of 1990), and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement will be awarded without discrimination on the ground of race, color, national origin, sex, age, or disability.";

3. The Recipient shall insert the clauses of "Appendix A" of this Assurance in every contract or agreement subject to the Acts and the Regulations;

Appendix

4. The Recipient shall insert the clauses of "Appendix B" of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures or improvements thereon or interest therein to a Recipient;
5. The Recipient shall insert the following language in all Federal-Aid Agreements entered into with the FHWA:

*"The Commonwealth of Massachusetts, acting through its Department of Transportation (Recipient) and Department of Conservation and Recreation (Recipient or Sub-Recipient) **HEREBY AGREES THAT**, as a condition to receiving Federal financial assistance from the United States Department Of Transportation, Federal Highway Administration, it is subject to and shall comply with Title VI of the Civil Rights Act of 1964 and additional Nondiscrimination requirements as detailed in the **FHWA Assurances for Title VI and Other Nondiscrimination Statutes and Regulations** document."*

6. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith over which DCR has control;
7. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance shall extend to rights to space on, over or under such property;
8. That the Recipient shall "include the appropriate clauses set forth in Appendix C and Appendix D" of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable Project or Program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable Project or Program.
9. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property or interest therein or structures or improvements thereon, in which case the Assurance obligates the Recipient or any transferee for the longer of the following periods:
 - a. The period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. The period during which the Recipient retains ownership or possession of the property.

Appendix

10. The Recipient shall provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance; and
11. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the Department of Transportation under the Federal Highway Program and is binding on it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the **Federal Highway Programs**. The person or persons whose signature appears below are authorized to sign this assurance on behalf of the Recipient.

TITLE VI/NONDISCRIMINATION AGREEMENT AND SUB-RECIPIENT ASSURANCES

The _____ [Grantee] (hereinafter referred to as the "Sub-Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the United States Department of Transportation (USDOT), Federal Highway Administration, from the Commonwealth of Massachusetts, through its Department of Transportation and Department of Recreation and Conservation (Recipient), it is subject to and must comply with the Statutory/Regulatory Authorities and requirements and any relevant attachments detailed in this document.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the Department of Transportation under the Federal Highway Program and is binding on it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the **Federal Highway Programs**. The person or persons whose signature appears below are authorized to sign this assurance on behalf of the Sub-Recipient.

(Name of Grantee)

Domenic J. Sarno

(Signature of Grantee)

Domenic J. Sarno

(Title Of Authorized Signatory)

Mayor

DATED 10/12/2018

Appendix

APPENDIX A-1

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor shall comply with the Acts and the Regulations relative to Nondiscrimination in federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers a program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such Acts, Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Recipient or the FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the contractor under the contract until the contractor complies; and/or
 - Cancellation, termination, or suspension of the contract, in whole or in part.

Appendix

6. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Recipient to enter into such litigation to protect the interests of the Recipient and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Appendix

Appendix B

RTP Equipment Requirements (CFR 200.319)

(a) *Title.* Subject to the obligations and conditions set forth in this contract, title to equipment acquired under this award will vest upon acquisition in the Grantee's name. Further, the title for equipment to be purchased under this contract is conditional upon the following:

(1) Use the equipment for the authorized purposes of the project during the period of performance, or until the property is no longer needed for the purposes of the project.

(2) Not encumber the property without approval of the Massachusetts Department of Conservation and Recreation.

(3) Use and dispose of the property in accordance with paragraphs (c) and (e) of this section

(c) *Use.* (1) Equipment must be used by the Grantee pursuant to the scope and purpose of this project as long as needed, whether or not the project or program continues to be supported by the Federal award. When no longer needed for the purposes of this project, the equipment may be used in other activities supported by the Massachusetts Department of Conservation and Recreation in the following order of priority:

(i) Activities under a Federal award through the Massachusetts Department of Conservation and Recreation, then

(ii) Activities under Federal awards from other Federal awarding agencies in the Commonwealth of Massachusetts.

(2) During the time that equipment is used on the project or program for which it was acquired, the Grantee must also make equipment available for use on other projects or programs currently or previously supported by the Federal Government, provided that such use will not interfere with the work pursuant to this award. First preference for other use must be given to other programs or projects supported by the Massachusetts Department of Conservation and Recreation and second preference must be given to programs or projects under Federal awards from other Federal awarding agencies in the Commonwealth of Massachusetts. Use for non-federally-funded programs or projects is also permissible. User fees should be considered if appropriate.

(3) The Grantee must not use equipment acquired with the Federal award to provide services for a fee that is less than private companies charge for equivalent services unless specifically authorized by Federal statute during the useful life of the equipment.

(4) When acquiring replacement equipment, the Grantee may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property.

Appendix

(d) *Management requirements.* Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, as a minimum, meet the following requirements:

(1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for this award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

(2) A physical inventory of the property must be taken and the results reconciled with the property records at least once a year.

(3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.

(4) Adequate maintenance procedures must be developed to keep the property in good condition.

(5) If the Grantee is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

(e) *Disposition.* When original or replacement equipment acquired under this award is no longer needed for the purposes of this project or for other activities currently or previously supported by a Federal awarding agency or the Commonwealth of Massachusetts, except as otherwise provided in Federal statutes, regulations, or Federal awarding agency disposition instructions, the Grantee must request disposition instructions from the Massachusetts Department of Conservation and Recreation. Disposition of the equipment will be made as follows:

(1) Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the Massachusetts Department of Conservation and Recreation.

(2) If the Massachusetts Department of Conservation and Recreation fails to provide requested disposition instructions within 120 days, items of equipment with a current per-unit fair-market value in excess of \$5,000 may be retained by the Grantee or sold. The Massachusetts Department of Conservation and Recreation is entitled to an amount calculated by multiplying the current market value or proceeds from sale by its percentage of participation in the cost of the original purchase. If the equipment is sold, the Massachusetts Department of Conservation and Recreation may permit the Grantee to deduct and retain from the Federal share \$500 or ten percent of the proceeds, whichever is less, for its selling and handling expenses.

(3) The Grantee may transfer title to the property to the Federal Government or to an eligible third party provided that, in such cases, the Grantee must be entitled to compensation for its attributable percentage of the current fair market value of the property.



City Council

SCHEDULED

Meeting: 10/18/21 07:00 PM
Initiator: Thalia Mwanilelo
Sponsors: Mayor Domenic J. Sarno
DOC ID: 6463

6

FY22 SHINE Grant Amendment Increase - No Match Required \$74,997.00 (Mayor Sarno)

WHEREAS, the Department of Elder Affairs ("Department") has been awarded a Servicing the Health Information Needs of Elders (SHINE) Grant Award increase of \$74,997 bringing the total grant award to \$99,996.00 From the Massachusetts Executive Office of Elder Affairs for the period starting October 1, 2021 and ending June 30, 2022; and

WHEREAS, the grant funds provide health insurance and medical information, screening and application assistance to low income seniors; and

WHEREAS, the Department intends to use the grant funds to provide information, screening and application assistance regarding Low Income subsidy (LIA), Medicare Savings Plans (MSP), Medicare Part D enrollment and State Pharmaceutical Assistance Program (prescription Advantage) to all Medicare beneficiaries who may qualify; 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:

FY21 SHINE Grant Amendment Increase - No Match Required \$74,997.00



REQUEST FOR GRANT SETUP

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

All fields are mandatory.

Date of Request 9/27/2021

Department Requesting Grant Setup DEA

Department Phone # (Please include extension) 886-5223-5223

Name and Title of Person to Contact in Case of Questions Carol Gasque

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

If yes, please indicate your previous project number: 82321

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

Grant Type:

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

Grant Name: SHINE-AMENDMENT...FY22

Total Grant Amount Awarded: \$74,997 amendment
+ 24,999 previous- 1st qtr.
\$99,996.00 - total for FY22

Attachment: FY22 SHINE Program Increase \$74,997 (6463 : FY22 SHINE Grant Amendment Increase - No Match Required \$74,997.00)

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: SHINE

Street Address: 1 Ashburton Place

City, State, Zip Code: Boston, MA 02108

Telephone: 1-617-222-7427

Fax

E-Mail: neil.petrocelli@state.ma.us

Actual Award Date 9/24/2021

Board Approval Date

Start Date 10/1/2021

Expiration Date 6/30/2022

Renewal Action Date (optional)

If there are any Matching Funds: no

Type

Percent

Amount

Is there any Leverage?

Source

Amount

Comments re: Description/Purpose of Grant

Comments re: Conditions/Restrictions of Grant

Per attachment to contract-Scope of Services

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

What is the required drawdown frequency?

(Ex: Monthly, Quarterly)

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

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

Please list all object codes needed for the grant.

Attachment: FY22 SHINE Program Increase \$74,997 (6463 : FY22 SHINE Grant Amendment Increase - No Match Required \$74,997.00)

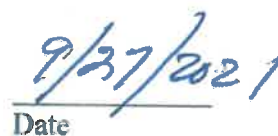
(Attach additional sheets if additional orgs and roll-ups are needed):

Org Code:

Salaries -501000	\$80,860.00
Fringe	10,800.00
Other Supplies – 551700	2,000.00
Indirect-578700	<u>6,336.00</u>
	\$99,996.00

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.

Gasque, Carol

Subject: FW: [External] springfield shine amendment fy 22
Attachments: springfield page 2.doc

Importance: High

From: Petrocelli, Neil (EHS) <neil.petrocelli@state.ma.us>
Sent: Friday, September 24, 2021 4:37 PM
To: Germain, Alicia M. <AGermain@springfieldcityhall.com>
Cc: Malone, Carole (EHS) <carole.malone@state.ma.us>; Phillips, Cynthia (EHS) <cynthia.phillips@state.ma.us>
Subject: [External] springfield shine amendment fy 22
Importance: High

Enclosed is your SHINE amendment. This amendment provides the balance of funding equivalent to 75% of your annual allocation. Please make sure that you fill in the budget page which represents your 100% allocation of funds. Please review carefully, scan and email it to my attention as soon as possible.

If you have any questions, please email me.

Thank you,
 Neil Petrocelli

*Neil J. Petrocelli
 Program Coordinator III
 Executive Office of Elder Affairs
 1 Ashburton Place, Room 517
 Boston, MA. 02108
 Tel – 617-222-7427
 Fax – 617-727-9368*

CAUTION: This email originated outside our organization; please use caution.

ATTACHMENT # 1
Requirements for SHINE Program: Scope of Services

The SHINE Program will provide funds to the ~~Attleboro~~ **Springfield** Council on Aging.

The ~~Attleboro~~ **Springfield** Council on Aging is required to provide the following services:

MIPPA Funding

- Provide information, screening, and application assistance regarding Low Income Subsidy (LIS), Medicare Savings Plans (MSP), Mass Health, State Pharmaceutical Assistance Program (Prescription Advantage), and preventive benefits to all Medicare beneficiaries who may qualify.
- Provide information about LIS, MSP, MassHealth, PA and preventive benefits in all outreach events.
- Outreach to low-income and underserved populations as identified by LIS zip code and other data sources as being in high need.
- Coordinate training and outreach events with area partners such as local Councils on Aging, area health care facilities, the regional ADRC and partners who have expertise across aging and disability and underserved populations.
- Educate on preventive care features of the Affordable Care Act, specifically the annual wellness benefit, free preventive cancer screenings, diabetes screening and education, substance use and depression screening and wellness education.
- Document each client beneficiary contact and group and media outreach activity on the SHIP Tracking and Reporting System (STARS) Beneficiary Contact Form and the Public and Media Outreach forms
- Enter forms into STARS data base or submit required forms to the SHINE Regional Program Manager for data entry by the end of each month.

SHINE Funding

- Maintain Regional Office Staffing: Regional Director, Outreach Coordinator, Administrative Assistant, and health benefits counselors to ensure that the office is staffed during normal business hours and during high volume times.
- Maintain a sufficient number of hours per week for the SHINE Regional Director position to manage program activities. Between 20 to 37.5 hours per week is recommended.
- Meet with the state SHINE Director to review Performance Measures set by ACL and develop work plan. ACL Performance Measures include the following:
 1. Penetration rate of beneficiary contacts compared to number of Medicare beneficiaries.
 2. Percentage of group outreach contacts reached through public and media outreach events.
 3. Percentage of Medicare beneficiaries under 65 with disabilities compared to total number under 65 with disabilities.
 4. Total percentage of hard-to-reach contacts: Low Income, Rural, English as a Second Language compared to total number of hard-to-reach beneficiaries.
 5. Percentage of enrollment contacts compared to contacts
- Establish, coordinate, and initiate one-to-one personalized health insurance counseling, prescription drug plan cost analysis and comparison, public benefits screening and application assistance if needed. Counseling may be conducted in-person, by telephone or virtually with proper training to protect privacy and confidentiality of counselor and consumer.

Attachment: FY22 SHINE Program Increase \$74,997 (6463 : FY22 SHINE Grant Amendment Increase - No Match Required \$74,997.00)

- Conduct outreach education to underserved populations such as people with behavioral health diagnoses, dual eligible under 65 beneficiaries, rural Medicare beneficiaries, caregivers, LGBTQ+ and populations of color, ethnic and groups with other than English as their primary language.
- When funds are available, allow the Regional Director or designee to attend the ACL SMP/SHIP (Senior Medicare Patrol and State Health Insurance Program) Conference.
- Up to \$25 per SHINE counselor will be reserved for volunteer recognition whether it is holiday party, gift card or other event as determined by the Regional Director every year.
- Document each beneficiary contact and group and media outreach activity on the STARS Beneficiary Contact Form and the Public and Media Outreach forms.
- Enter forms into STARS data base or submit required forms to the SHINE Program Manager for data entry by the end of each month.
- The Agency may retain overhead costs at their respective agency audited rate **but not to exceed 15% of the amount awarded for said costs listed under this category.** A copy of the audited financial statements which indicates the agency overhead rate is to be furnished to the SHINE director no later than 30 days after the audited financials have been filed with the Office of the State Comptroller.
- Elder Affairs reserves the right to re-allocate the agency's balance in their award based upon the total billings at the end of the 6 month point of the contract. Elder Affairs will give a 30 day notice of such re-allocation. If the agency is under-spending their award in relation to their total contractual amount, the contract may be reduced accordingly to reflect the spend rate at the current operations. Elder Affairs will re-distribute these funds to those agencies who are in need of those funds. The Agency may appeal (in writing) to the SHINE Director and Chief Financial Officer the decision within 10 business days of the decision.

Billing

SHINE programs are required to submit invoices via e-Invoicing. Invoices are due by no later than the 25th day of the month following service and all invoices must be submitted by no later than August 15th of the respective calendar year following the end period of services rendered for the state fiscal year (July 1 – June 30)

Invoices submitted after this date may not be paid



City Council

SCHEDULED

Meeting: 10/18/21 07:00 PM
Initiator: Thalia Mwanilelo
Sponsors: Mayor Domenic J. Sarno
DOC ID: 6478

7

FY22 Emergency Connectivity Fund Grant- No Match Required \$28,294.00 (Mayor Sarno)

WHEREAS, the Springfield City Library Department ("Department") has been awarded The Emergency Connectivity Fund Grant in the amount of \$28,294.00 from the Universal Service Administrative Company (USAC); and

WHEREAS, the Department intends to use the grant funds to purchase computer hardware that will help facilitate this program; and

WHEREAS, the grant funds are intended to fund the purchase of 100 Chromebooks which will be cataloged and made available for patrons to borrow; and

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

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

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

FY22 Emergency Connectivity Fund Grant- No Match Required \$28,294.00



REQUEST FOR GRANT SETUP

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

All fields are mandatory.

Date of Request 09/30/2021

Department Requesting Grant Setup Library

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

Name and Title of Person to Contact in Case of Questions Raemarie Walker, Bus Mgr

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

If yes, please indicate your previous project number:

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

Grant Type:

State – Highway

Federal Pass-Through DOE– School

Federal Direct– School

X Federal – City

State DOE– School

State Other – School

State – City

Private

Grant Name: Emergency Connectivity Funding Grant

Total Grant Amount Awarded: \$28,294.00

Attachment: Libraries ECF Grant \$28,294.00 (6478 : FY22 Emergency Connectivity Grant- No Match Required \$28,294.00)

Is this a Reimbursable Grant?

(Y/N) N

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

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

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

Actual Award Date 09/24/2021

Board Approval Date

Start Date 07/01/2021

Expiration Date 06/30/2022

Renewal Action Date (optional)

If there are any Matching Funds:

Type
Percent
Amount

Comments re: Description/Purpose of Grant

Comments re: Conditions/Restrictions of Grant

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

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

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

Attachment: Libraries ECF Grant \$28,294.00 (6478 : FY22 Emergency Connectivity Grant- No Match Required \$28,294.00)

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

Org Code: 26946100

Object Codes: 580900 (Computer Hardware only)

Budget Roll-Up Codes: Yes

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

Molly Fogarty 09/30/2021
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.



September 24, 2021

ECF Funding Commitment Decision Letter

2021

Contact Information:

Molly Fogarty
 SPRINGFIELD CITY LIBRARY
 220 STATE ST
 SPRINGFIELD MA 01103 - 1703
lfogarty@springfieldlibrary.org

ECF FCC Form 471: ECF202109386

BEN: 120090

Obligation File: 1

Application Nickname: Springfield Connects

Totals

Total Committed	\$28,294.00
------------------------	--------------------

What is in this letter?

Thank you for submitting your Emergency Connectivity Fund (ECF) funding application.

Attached to this letter, you will find the funding statuses for the ECF FCC Form(s) 471, Services Ordered and Certification Form, referenced above.

The Universal Service Administrative Company (USAC) is sending letters to both the associated applicant and the service provider(s) so that you can work together to complete the funding process.

Next Steps

Submit Requests for Reimbursement to the Emergency Connectivity Fund (ECF) Portal.¹

The Commission in the *Emergency Connectivity Fund Report and Order* provided two ways for applicants to be able to invoice for eligible equipment and services through the Emergency Connectivity Fund Program.² Applicants and service providers, who agree to invoice on behalf of the applicant(s), are allowed to submit ECF Program requests for reimbursement.

¹ The *Emergency Connectivity Fund Report and Order* directed USAC to make the invoicing system available 15 days after the issuance of the first wave of commitments for the Emergency Connectivity Fund Program. *Establishing the Emergency Connectivity Fund to Close the Homework Gap*, WC Docket No. 21-93, Report and Order, FCC 21-58, para. 98 (rel. May 11, 2021) (*Emergency Connectivity Fund Report and Order*). If your funding commitment was released as part of the first wave, you may need to wait 15 days prior to submitting your request for reimbursement. USAC will announce when the invoicing system is available and requests for reimbursement can be submitted.

² *Emergency Connectivity Fund Report and Order*, at para.93.



BEN Name: SPRINGFIELD CITY LIBRARY **ECF FCC Form 471:** ECF202109386
BEN: 120090 **Obligation File:** 1

- **If you (the applicant) are invoicing:** After receiving the ECF-supported eligible equipment and/or services, you will file the [ECF FCC Form 472](#), the Billed Entity Applicant Reimbursement (BEAR) Form to invoice for reimbursement of the ECF-supported eligible equipment and/or services. If you request reimbursement prior to paying your service provider(s), you will be required to provide verification that you paid your service provider(s) within 30 days of receipt of funds.
- **If your service provider(s) is invoicing:** The service provider(s) must provide the ECF-supported eligible equipment and/or services and then file the [ECF FCC Form 474](#), the Service Provider Invoice (SPI) form, to invoice for reimbursement for the ECF-supported eligible equipment and/or services provided.

Applicants and service providers, who agree to invoice on behalf of the applicant(s), must provide invoices detailing the items purchased, along with the requests for reimbursement. In general, any request for reimbursement submitted without the necessary information will be rejected with an explanation as to the deficiency, and the funding recipient will need to timely resubmit its invoice submission in order to receive reimbursement.

Notice on Rules and Requirements

The applicants' receipt of funding commitments is contingent on their compliance with all federal, statutory, regulatory, and procedural requirements of the ECF Program and the FCC's rules. This also includes the certifications under penalty of perjury contained in their funding application(s). Funding recipients are subject to audits and other reviews that the Commission and other appropriate authorities may undertake periodically to ensure that committed funds are being used in accordance with such requirements and for their intended purpose. Please see paragraphs 116-134 of the Commission's *Emergency Connectivity Fund Report and Order* for more information regarding the Program's documentation, certification, and audit requirements.

As referenced in paragraph 101 of the *Emergency Connectivity Fund Report and Order*, attached to this letter is the full text of Appendix A to 2 CFR Part 170, which provides additional information about the reporting requirements for reporting executive compensation (through <https://www.sam.gov>) and subaward activity (through <http://www.fsrs.gov>) under the Federal Funding Accountability and Transparency Act of 2006 as amended by the Digital Accountability and Transparency Act of 2014 (collectively the Transparency Act or FFATA/DATA Act) for award and subaward payments that equal or exceed \$30,000.

On behalf of the FCC, USAC may be required to reduce or cancel funding commitments that were not issued in accordance with these requirements, whether due to action or inaction of USAC, the applicant, or the service provider. The Commission and other appropriate authorities may pursue enforcement actions and other means of recourse to collect improperly disbursed funds.

How to Appeal or Request a Waiver of a Decision

You can appeal or request a waiver of a decision in this letter **within 30 calendar days** of the date of this letter. Failure to meet this deadline will result in an automatic dismissal of your appeal or waiver request. **Please note that this is shorter than the deadline for appeals in the E-Rate Program.**



BEN Name: SPRINGFIELD CITY LIBRARY **ECF FCC Form 471:** ECF202109386
BEN: 120090 **Obligation File:** 1

Note: The Federal Communications Commission (FCC) will not accept appeals of ECF Program decisions that have not first been submitted and addressed in the Emergency Connectivity Fund (ECF) Portal. However, if you are seeking a waiver of ECF Program rules, you must submit your request directly to the FCC and not in the ECF Portal. Waivers of the ECF Program rules cannot be addressed within the ECF Portal.

- **To submit an appeal that is not a waiver**, visit the Appeals section in the [Emergency Connectivity Fund \(ECF\) Portal](#) and provide the required information. USAC will reply to your appeal submissions to confirm receipt. Visit the ECF Program's [website](#) for additional information on submitting an appeal, including step-by-step instructions.
- **To request a waiver of the FCC's rules**, please submit your request to the FCC in proceeding number WC Docket No. 21-93 using the [Electronic Comment Filing System](#) (ECFS). Include your contact information, a statement that your filing is a waiver request, identifying information, the FCC rule(s) for which you are seeking a waiver, a full description of the relevant facts that you believe support your waiver request and any related relief, and any supporting documentation.

For all appeals and waivers, be sure to keep a copy of your entire appeal or waiver document, including any correspondence and documentation, and provide a copy to the affected service provider(s).

Attachment: Libraries ECF Grant \$28,294.00 (6478 : FY22 Emergency Connectivity Grant- No Match Required \$28,294.00)



BEN Name: SPRINGFIELD CITY LIBRARY **ECF FCC Form 471:** ECF202109386
BEN: 120090 **Obligation File:** 1

ECF Funding Commitment Decision Overview

2021

Funding Commitment Decision Overview

Funding Request Number (FRN)	Service Provider Name	Amount Requested	Amount Committed	Status
ECF2190012596	Dell Technologies	\$28,294.00	\$28,294.00	Funded

Attachment: Libraries ECF Grant \$28,294.00 (6478 : FY22 Emergency Connectivity Grant- No Match Required \$28,294.00)



BEN Name: SPRINGFIELD CITY LIBRARY **ECF FCC Form 471:** ECF202109386
BEN: 120090 **Obligation File:** 1

FRN ECF2190012596	Service Type Equipment	Status Funded
-----------------------------	----------------------------------	-------------------------

Dollars Committed			
Monthly Cost		One-time Cost	
Months of Service	12		
Total Eligible Recurring Charges	\$0.00	Total Eligible One Time Charges	\$28,294.00
Total Charges		\$28,294.00	
Committed Amount		\$28,294.00	

Dates	
Service Start Date	7/1/2021
Service End Date	6/30/2022
Service Delivery Date	6/30/2022
Invoice Deadline Date	8/29/2022

Service Provider Information	
Service Provider	Dell Technologies
SPIN (498ID)	

Consultant Information	
Consultant Name	
Consultant's Employer	
CRN	

Funding Commitment Decision Comments

Approved as submitted

Attachment: Libraries ECF Grant \$28,294.00 (6478 : FY22 Emergency Connectivity Grant- No Match Required \$28,294.00)



BEN Name: SPRINGFIELD CITY LIBRARY **ECF FCC Form 471:** ECF202109386
BEN: 120090 **Obligation File:** 1

Appendix A to Part 170—Award Term

I. Reporting Subawards and Executive Compensation

a. Reporting of first-tier subawards.

Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).

2. Where and when to report.

- i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
- ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. Reporting total compensation of recipient executives for non-Federal entities.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

- i. The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000 as defined in 2 CFR § 170.320;
- ii. in the preceding fiscal year, you received—
 - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards), and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards); and,
- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under sections 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

- i. As part of your registration profile at <https://www.sam.gov>
- ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

- i. in the subrecipient's preceding fiscal year, the subrecipient received—
 - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards) and,



BEN Name: SPRINGFIELD CITY LIBRARY **ECF FCC Form 471:** ECF202109386

BEN: 120090

Obligation File: 1

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under sections 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

- i. To the recipient.
- ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. *Exemptions.*

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

- i. Subawards, and
- ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. *Definitions.* For purposes of this award term:

1. Federal Agency means a Federal agency as defined at 5 U.S.C. § 551(1) and further clarified by 5 U.S.C. 552(f).

2. Non-Federal entity means all of the following, as defined in 2 CFR part 25:

- i. A Governmental organization, which is a State, local government, or Indian tribe;
- ii. A foreign public entity;
- iii. A domestic or foreign nonprofit organization; and
- iv. A domestic or foreign for-profit organization

3. *Executive* means officers, managing partners, or any other employees in management positions.

4. *Subaward:*

- i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR § 200.331).
- iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

5. *Subrecipient* means a non-Federal entity or Federal agency that:

- i. Receives a subaward from you (the recipient) under this award; and
- ii. Is accountable to you for the use of the Federal funds provided by the subaward.

6. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)).

[2 CFR Part 170; 85 FR 49526, Aug. 13, 2020]

September 24, 2021

7

BEN	BEN Name	Funding Request Number	ECF FCC Form 471	Status	Service Type
120090	SPRINGFIELD CITY LIBRARY	ECF2190012596	ECF202109386	Funded	Equipment
Service End Date	Service Delivery Deadline	Invoice Deadline Date	Service Provider	SPIN (498ID)	Consultant Name
30-Jun-2022	30-Jun-2022	29-Aug-2022	Dell Technologies		
Amount Requested	Total Recurring Charges	Total One Time Charges	Committed Amount	Service Start Date	
\$28,294.00	\$0.00	\$28,294.00	\$28,294.00	01-Jul-2021	
Consultant's Empl'o' CRN	Funding Commitment Decision Comments				
	Approved as submitted				



City Council

SCHEDULED

Meeting: 10/18/21 07:00 PM
Initiator: Erin Hand
Sponsors: Mayor Domenic J. Sarno
DOC ID: 6476

8

Parks Donations - Various - \$5,251.99 (Mayor Sarno)

WHEREAS, the Parks Department ("Department") has been awarded donations totaling \$5,251.99 from various individuals; and

WHEREAS, the funds provided by the donors were designated for various projects throughout Forest Park including plaques and park improvements; and

WHEREAS, the Department has accepted the donations and requests authorization from the City Council and the Mayor to expend the donation funds listed in the attachment titled "Springfield Park Donations"; and

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

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

Parks Donations - Various - \$5,251.99

PARK DONATION ACCOUNT 2915
DONATIONS TO GO BEFORE THE CITY COUNCIL ON 10-18-2021

DATE RECEIVED	AMOUNT	NAME	DESCRIPTION	SCHEDULED TO GO BEFORE CITY COUNCIL	Check Deposited Y/N	Into which account	What's the specific purpose of this donation	Org	Object	Project
10/14/2020	\$ 320.00	MEMORY OF MEGHAN ASHE	SPRAY STRUCTURE FOR CAMP STAR POOL	10/18/2021	YES	2915	MEMORIAL DONATION FOR CAMP STAR/ANGELINA	29156300	551700	STAR1
10/14/2020	\$ 500.00	SCHWAB CHARITABLE	YOUTH BASEBALL	10/18/2021	YES	2915	DONATION FOR MAINTENANCE OF FIELDS	29156300	584000	FIELD
10/21/2020	\$ 850.00	IN MEMORY OF MEGHAN ASHE	SPRAY STRUCTURE FOR CAMP STAR POOL	10/18/2021	YES	2915	MEMORIAL DONATION FOR CAMP STAR/ANGELINA	29156300	551700	STAR1
11/06/2020	\$ 445.00	IN MEMORY OF MEGHAN ASHE	SPRAY STRUCTURE FOR CAMP STAR POOL	10/18/2021	YES	2915	MEMORIAL DONATION FOR CAMP STAR/ANGELINA	29156300	551700	STAR1
11/18/2020	\$ 25.00	IN MEMEORY MEGHAN ASHE	SPRAY STRUCTURE FOR CAMP STAR POOL	10/18/2021	YES	2915	MEMORIAL DONATION FOR CAMP STAR/ANGELINA	29156300	551700	STAR1
12/18/2020	\$ 225.00	IN MEMORY OF MEG ASHE	SPRAY STRUCTURE FOR CAMP STAR POOL	10/18/2021	YES	2915	MEMORIAL DONATION FOR CAMP STAR/ANGELINA	29156300	551700	STAR1
05/19/2021	\$ 2,100.00	ERIC GRANOWITZ CHARITABLE FUND	FOREST PARK MAINTENANCE	10/18/2021	YES	2915	DONATION FOR FOREST PARK MAINTENANCE	29156300	584000	FIELD
06/21/2021	\$ 200.00	JOHN P MCNERNEY	IN MEMORY OF FRANCIS CANNING	10/18/2021	YES	2915	MEMORIAL DONATION FOR MAINTENANCE TO FOREST PARK	29156300	551700	FPDON
06/23/2021	\$ 20.00	JANE E ABTS	IN MEMORY OF FRANCIS CANNING	10/18/2021	YES	2915	MEMORIAL DONATION FOR MAINTENANCE TO FOREST PARK	29156300	551700	FPDON
06/23/2021	\$ 5.00	BACON WILSON PC/MARGARET CANNING	IN MEMORY OF FRANCIS CANNING	10/18/2021	YES	2915	MEMORIAL DONATION FOR MAINTENANCE TO FOREST PARK	29156300	551700	FPDON
06/28/2021	\$ 50.00	BIG Y FOODS INC./JOHN RYAN	IN MEMORY OF FRANCIS CANNING	10/18/2021	YES	2915	MEMORIAL DONATION FOR MAINTENANCE TO FOREST PARK	29156300	551700	FPDON
9/28/2021	\$ 511.99	FOREST PARK CIVIC ASSOCIATION	BELLE RITA TREE AND PLAQUE	10/18/2021	YES	2915	DONATION FOR TREE AND PLAQUE	29156300	551700	PLAQU
TOTAL	\$ 5,251.99									

Attachment: FY22 Parks - Various Donations - \$5,251.99 (6476 : Parks Donations - Various - \$5,251.99)



City Council

SCHEDULED

Meeting: 10/18/21 07:00 PM
Initiator: Erin Hand
Sponsors: Mayor Domenic J. Sarno
DOC ID: 6477

9

Parks Department - Donation - \$5,000.00 - No Match Required (Mayor Sarno)

WHEREAS, the Parks Department has been awarded a donation totaling \$5,000.00 from the Colony Hills Neighborhood Association; and

WHEREAS, the funds provided by the donor have been designated for the renovation of the traffic island at the intersection of Park Drive and Colony Road in Springfield, MA; and

WHEREAS, the Department has accepted the donation and requests authorization from the City Council and the Mayor to expend the donation; and

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

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

Colony Hills Neighborhood Association - Donation - \$5,000.00



REQUEST FOR GRANT SETUP

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

All fields are mandatory.

Date of Request	9/7/2021
Department Requesting Grant Setup	PBRM
Department Phone # (Please include extension)	413-787-7772
Name and Title of Person to Contact in Case of Questions LANGEVIN	CAROL

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

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

Grant Type:

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

XXXXXX

Grant Name: COLONY HILLS
Total Grant Amount Awarded: \$ 5,000

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

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

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

Entity Name COLONY HILL ASSOCIATION
 Contact Person DAVIS MILLER
 Street Address 68 E GREENWICH RD
 City, State, Zip Code LONGMEADOW, MA 01106
 Telephone
 Fax
 E-Mail

Actual Award Date 9/3/2021

Board Approval Date

Start Date 9/3/2021

Expiration Date

Renewal Action Date (optional)

If there are any Matching Funds:NO

Type

Percent

Amount

Comments re: Description/Purpose of Grant:

COLONY HILLS IMPROVEMENTS

Comments re: Conditions/Restrictions of Grant

COLONY HILLS IMPROVEMENTS

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

What is the required drawdown frequency?

(Ex: Monthly, Quarterly)

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

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

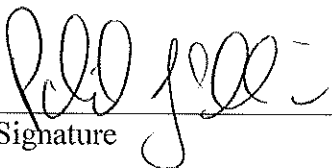
Please list all object codes needed for the grant.
(Attach additional sheets if additional orgs and roll-ups are needed):

Org Code:

Object Codes: 530105

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.

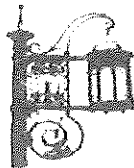

Signature

9/8/21
Date

Please attach the following documents:

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

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



Colony Hills Association
Longmeadow, Massachusetts

9.a

September 3, 2021

Christopher Seabrooks, Planner
City of Springfield Parks Department
200 Trafton Road
Springfield, Ma 01108

Dear Mr. Seabrooks

The Colony Hills Neighborhood Association pledges 10% of the project cost, to a maximum of \$5,000, for the renovation of the traffic island at the intersection of Park Drive and Colony Road in Springfield.

Sincerely,

David Miller
President

Attachment: FY22 Parks - Colony Hills Donation - \$5,000 (6477 : Parks Department - Donation - \$5,000.00 - No Match Required)



City Council

SCHEDULED

Meeting: 10/18/21 07:00 PM
Initiator: Sean Pham
Sponsors: Mayor Domenic J. Sarno
DOC ID: 6471

10

Section 108 Loan - No Match - \$5,000,000 (Mayor Sarno)

WHEREAS, the Office of Community Development ("Department") has been awarded a Section 108 Loan of \$5,000,000 from the United States Department of Housing and Urban Development; and

WHEREAS, the purpose of the funding is to provide communities with a source of financing for economic development, housing rehabilitation, public facilities, and other physical development projects; and

WHEREAS, the Department intends to use the funding to support Springfield's Main Street/Convention District Loan Fund Project, which will provide low-interest financing for redevelopment projects in the aforementioned district; and

WHEREAS, the Department has accepted the loan 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:

Section 108 Loan - \$5,000,000



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	9/30/2021
Department Requesting Grant Setup	OPED
Department Phone # (Please include extension)	6664
Name and Title of Person to Contact in Case of Questions	Brian Connors

Was this Grant previously setup for a prior fiscal year?

If yes, please indicate your previous project number:

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

Grant Type:

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

Grant Name: Section 108 Loan-Main Street/Convention

Total Grant Amount Awarded: \$ 5,000,000.00

Is this a Reimbursable Grant? (Y/N)

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

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

Grantor is already in the customer file:

Entity Name	US Dept of HUD
Contact Person	Jessie Kome
Street Address	451 Seventh Street
City, State, Zip Code	Washington, DC 20410
Telephone	202-402-4563
Fax	
E-Mail	

Actual Award Date 9/17/2021

Board Approval Date 3/8/2021

Start Date 9/17/2021

Expiration Date 9/17/2024

Renewal Action Date (optional)

If there are any Matching Funds:

Type

Percent

Amount

Is there any Leverage? HUD FUNDING ONLY

Source

Amount

Comments re: Description/Purpose of Grant

Section 108 Loan funds for the Main Street/Convention District Overlay Zone Fund Project

Comments re: Conditions/Restrictions of Grant

If this is a Federal Grant, enter CFDA#: 14.218

If applicable enter the State ID # :

What is the required drawdown frequency?

(Ex: Monthly, Quarterly) as needed

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

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

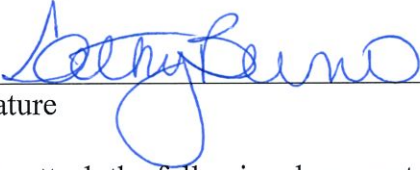
Please list all object codes needed for the grant.
(Attach additional sheets if additional orgs and roll-ups are needed):

Org Code:

Object Codes: 530105;580200;580400;580800

Budget Roll-Up Codes:

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



Signature



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.

Funding Approval/AgreementTitle I of the Housing and Community
Development Act (Public Law 930383)**U.S. Department of Housing and Urban Development**
Office of Community Planning and Development
Community Development Block Grant Program

HI-00515R of 20515R

1. Name of Grantee (as shown in item 5 of Standard Form 424) City of Springfield, MA	3. Grantee's 9-digit Tax ID Number	4. Date use of funds may begin (mm/dd/yyyy)
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) 36 Court St Springfield, MA 01103	5a. Project/Grant No. 1 B-20-MC-25-0023	6a. Amount Approved
	5b. Project/Grant No. 2	6b. Amount Approved
	5c. Project/Grant No. 3	6c. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) Jessie Handforth Kome	Grantee Name City of Springfield, MA
Title Director, Office of Block Grant Assistance, DGB	Title Mayor
Signature JESSIE KOME	Signature Jessie Kome
Digitally signed by JESSIE KOME Date: 2021.09.17 14:23:26 -04'00'	Date (mm/dd/yyyy) 9/24/21

7. Category of Title I Assistance for this Funding Action (check only one) ☐ a. Entitlement, Sec 106(b) ☐ b. State-Administered, Sec 106(d)(1) ☐ c. HUD-Administered Small Cities, Sec 106(d)(2)(B) ☐ d. Indian CDBG Programs, Sec 106(a)(1) ☐ e. Surplus Urban Renewal Funds, Sec 112(b) ☐ f. Special Purpose Grants, Sec 107 ☒ g. Loan Guarantee, Sec 108	8. Special Conditions (check one) ☐ None ☒ Attached	9a. Date HUD Received Submission (mm/dd/yyyy)	10. check one ☒ a. Orig. Funding Approval ☐ b. Amendment Amendment Number
		9b. Date Grantee Notified (mm/dd/yyyy)	
		9c. Date of Start of Program Year (mm/dd/yyyy)	

12a. Amount of Loan Guarantee Commitment now being Approved \$5,000,000	12b. Name and complete Address of Public Agency N/A
Loan Guarantee Acceptance Provisions for Designated Agencies: The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.	12c. Name of Authorized Official for Designated Public Agency
	Title
	Signature

HUD Accounting use Only

Batch	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153											
	176											
			Y					Project Number		Amount		
			Y					Project Number		Amount		

Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By
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24 CFR 570

form HUD-7082 (4/93)

8. Special Conditions.

- (a) In the event the City of Springfield, MA (the “City”) fails to submit notes or other obligations for inspection and guarantee by the Secretary of Housing and Urban Development (the “Secretary”) before September 30, 2022, the commitment will terminate and expire as of such date.
- (b) The repayment schedule for the City’s debt obligation, as defined in 24 CFR 570.701, must be acceptable to the Secretary.
- (c) Pursuant to 24 CFR 570.705(b)(3), the City shall provide additional security for the Guaranteed Loan and such additional security must be acceptable to the Secretary. The additional security shall be identified in the Contract for Loan Guarantee Assistance specified by 24 CFR 570.705(b)(1), which will be executed at the time the guaranteed obligations are issued.
- (d) Prior to submitting notes or other obligations for inspection and guarantee by the Secretary, the City shall submit information required under Section 102(b) of the Department of Housing and Urban Development Reform Act of 1989 (42 U.S.C. 3545). This information shall be submitted on Form HUD-2880 to HUD’s Boston Regional Office.
- (e) The City is required to pay a fee of 2.15% of the principal amount of loan guaranteed and advanced under this Commitment to cover the credit subsidy costs as announced in the *Federal Register* on August 26, 2020 (85 FR 52479).



City Council

ADOPTED

Meeting: 03/08/21 07:00 PM
Initiator: Kathy Breck
Sponsors: Mayor Domenic J. Sarno
DOC ID: 6093

10.a

Order Authorizing Submission to HUD of Section 108 Loan Guarantee Application For Main Street/Convention District (Mayor Sarno)

WHEREAS, the City of Springfield intends to use revenue generated by the loan Main Street/Convention District Fund and community development related gaming revenue as the source of repayment funding for the HUD 108 Loan to be made by the City; and

WHEREAS, The City of Springfield (the "City") on October 21, 2020 held a public meeting to discuss Springfield's community and economic development needs, including the proposed HUD 108 Loan Guarantee program; and

WHEREAS, the City of Springfield has authorized the Chief Development Officer of the City to submit the attached Section 108 Loan Guarantee Program Application and amendments thereto all understanding and assurances contain therein, and to act in connection with the Application to provide such additional information as may be required; and

WHEREAS, NOW THEREFORE, BE IT ORDERED that the City Council of the City of Springfield, Massachusetts hereby authorize an application to the United States Department of Housing and Urban Development be submitted in the City of Springfield's name for \$5,000,000 in HUD Section 108 loan fund to be used for development activities that low- and moderate income persons; and

BE IT FURTHER ORDERED that the City Council of the City of Springfield resolves as follows;

Section 1. The City hereby certifies and assures with respect to its application for a loan guarantee pursuant to Section 108 of the Housing and Community Development Act of 1974, as amended, has the legal authority to make the pledge of grants required under 24 CFR 570.705.

Section 2. As a prerequisite for submission of the application to HUD, the City does certify that it has;

- (a) Furnish citizens with information required by Section 570.704(a)(2)(i) of Title I of the Housing and Community Development Act of 1974, as amended;
- (b) Held one public hearing, June ,2016, to obtain the views of citizens on community and economic development needs; and
- (c) Prepared its application in accordance WITH Section 570.704(a)(2) of Title I of the Housing and Community Development Act of 1974, as amended, and make the application available to the public.

Section 3. The City has and will continue to follow a detailed citizen participation plan that meets the requirements described in 570.704(a)(2) of Title I of the Housing and Community Development Act of 1974, as amended.

Section 4. The City has and will continue to affirmatively further restaurant and the guarantee loan funds will be administered in compliance with;

- (a) Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 42U.S.C. 200d et seq.); and
- (b) The Fair Housing Act (42 U.S.C 3601-20).

Section 5. Will expend in the aggregate, at least 70% of all CDBG as defined in Section 570.303(e) of Title I of the Housing and Community Development Act of 1974, as amended, during the one, two or three consecutive years specified by the Massachusetts Department Housing and community development for iys CDG program on activities which benefit low and moderate income persons, as described in Section 570.208(a) of the Act.

Section 6. The City has and will continue to comply with the requirements governing displacement, relocation, real property acquisitions and the replacement of low and moderate income housing described in Section 570.606 of Title I of the Housing and Economic Development Act of 1974, as amended.

Section 7. The City has and will continue to comply with other provisions of the Housing and Economic Development Act of 1974, as amended and other applicable laws.

Section 8. The City has and will continue to Certify regarding debarment, suspension, and other responsibility as follows;

- (a) The prospective recipients of the Section 108 Loan Guarantee Fund and all of their contractors will certify to the best of their knowledge and belief, that they;
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 2) Have not within a three years period preceding approval of their application, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State of local) with commission of any of the offences enumerated in paragraph (a)(2) of this certification; and
 - 4) Have not within a three years period preceding approval of their application, had one or more public transactions (Federal, State of local) terminated for cause or default.

Section 9. The City hereby assures and certifies with respect to its attached application for a guarantee pursuant to Section 108 of the Housing and Economic Development Act of 1974, as amended, that it has made efforts to obtain financing for the activities described herein without the use of such guarantee, and that it cannot complete such financing consistent with the timely executive of the program plans without such guarantee.

Section 10. The City has and will continue to hereby certify, to the best its knowledge and belief, the following;

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it to any person for influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any or cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract, grant loan, or cooperative agreement;
- (b) If any fund other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influencing an officer or employee of any agency, a member of Congress, an officer of Congress, an officer or employee of Congress, or any employee of grant, loan, or cooperative agreement, it will complete and submit Standard Form LLL, Disclosure Form to Report Lobbying, in accordance with its instructions; and
- (c) It will require that the language of paragraph (a) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

Section 11. Continue to maintain a drug-free workplace by;

- (a) Publish a statement notifying employees that the unlawful manufacturing, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the action that will be taken against employees for violation of such prohibitions;
- (b) Establishing an ongoing drug-free awareness program to inform employees about the following;
 - 1) The dangers of drug abuse in the workplace;
 - 2) The grantee's policy of maintaining a drug free workplace;
 - 3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (c) Making it a requirement that each employee engage in grant activity be given a copy of the statement required by paragraph (a).

- (d) Notify the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will;
 - 1) Abide by the terms of the statement; and
 - 2) Notify the employer in writing of him or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- (e) Notifying the agency in writing, within 10 calendar days after receiving notice under subparagraph (2)(d) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notice. Notice shall include the identification number(s) of each affected grant.
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted.

WHEREAS, the City of Springfield intends to use revenue generated by the loan Main Street/Convention District Fund and community development related gaming revenue as the source of repayment funding for the HUD 108 Loan to be made by the City; and

WHEREAS, The City of Springfield (the "City") on October 21, 2020 held a public meeting to discuss Springfield's community and economic development needs, including the proposed HUD 108 Loan Guarantee program; and

WHEREAS, the City of Springfield has authorized the Chief Development Officer of the City to submit the attached Section 108 Loan Guarantee Program Application and amendments thereto all understanding and assurances contain therein, and to act in connection with the Application to provide such additional information as may be required; and

WHEREAS, NOW THEREFORE, BE IT ORDERED that the City Council of the City of Springfield, Massachusetts hereby authorize an application to the United States Department of Housing and Urban Development be submitted in the City of Springfield's name for \$5,000,000 in HUD Section 108 loan fund to be used for development activities that low- and moderate income persons; and

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- (a) The prospective recipients of the Section 108 Loan Guarantee Fund and all of their contractors will certify to the best of their knowledge and belief, that they;
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 2) Have not within a three years period preceding approval of their application, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining,

attempting to obtain, or performing a public (Federal, State or Local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offences enumerated in paragraph (a)(2) of this certification; and
- 4) Have not within a three years period preceding approval of their application, had one or more public transactions (Federal, State or local) terminated for cause or default.

Section 9. The City hereby assures and certifies with respect to its attached application for a guarantee pursuant to Section 108 of the Housing and Economic Development Act of 1974, as amended, that it has made efforts to obtain financing for the activities described herein without the use of such guarantee, and that it cannot complete such financing consistent with the timely executive of the program plans without such guarantee.

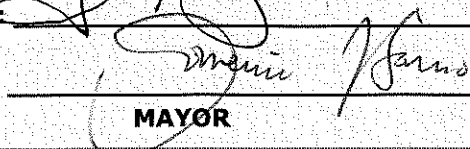
Section 10. The City has and will continue to hereby certify, to the best its knowledge and belief, the following;

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it to any person for influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any or cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract, grant loan, or cooperative agreement;
- (b) If any fund other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influencing an officer or employee of any agency, a member of Congress, an officer of Congress, an officer or employee of Congress, or any employee of grant, loan, or cooperative agreement, it will complete and submit Standard Form LLL, Disclosure Form to Report Lobbying, in accordance with its instructions; and
- (c) It will require that the language of paragraph (a) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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 - 2) Notify the employer in writing of him or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- (e) Notifying the agency in writing, within 10 calendar days after receiving notice under subparagraph (2)(d) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notice. Notice shall include the identifications number(s) of each affected grant.
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted.

RESULT:	ADOPTED [UNANIMOUS]		
AYES:	Edwards, Lederman, Allen, Curran, Whitfield, Ramos, Brown, Walsh, Davila, Fenton, Hurst, Williams		
VACANCY:	Ward 1 City Councilor		
PRESENTED TO THE MAYOR ON MARCH 10, 2021			
CITY CLERK:			
APPROVE:		DATE	3/16/21
	MAYOR		



City Council

SCHEDULED

Meeting: 10/18/21 07:00 PM
Initiator: Elyssa Parrish
Sponsors: Mayor Domenic J. Sarno
DOC ID: 6450

11

Supplemental Budget - Increase in State Aid - \$3,860,083.00 (Mayor Sarno)

WHEREAS, to meet the expenses of the Springfield School Department, an appropriation increase in the amount of \$3,860,083.00, as itemized below, is hereby voted from the following sources, pursuant to Massachusetts General Laws Chapter 44, Section 32, Chapter 44 Section 53 and Chapter 468 of the Acts of 2008, and at the recommendation of his Honor the Mayor; and

WHEREAS, the City of Springfield has received an increase in the estimated amount of Chapter 70 Aid and an increase in Charter Tuition State Aid; and

WHEREAS, the City, pursuant to Chapter 70 section 11 of the Education Reform Act of 1992, must appropriate these funds to meet Net School Spending (NSS); and

WHEREAS, these funds will increase the School Department's General Fund Operating Budget and the City will still meet the State Mandated Net School Spending Appropriation; 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 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.

BE IT ORDERED THAT: that the City Council approves the increase in appropriations as itemized below to meet the expenses of the Springfield School Department.

SOURCES

01145-461100	
Treasurer's Office - Chapter 70 Aid	\$3,084,650.00
01145-465700	
Treasurer's Office - Charter Tuition Reimbursement	<u>\$775,433.00</u>
TOTAL:	\$ 3,860,083.00

USES

03010240-578200	
School Department - District-Wide - Reserve for Contingency	<u>\$3,860,083.00</u>
TOTAL:	\$3,860,083.00



MA Department of Revenue

Division of Local Services
Final Municipal Cherry Sheet Estimates
Data current as 7/19/2021

C.S. 1-ER Commonwealth of Massachusetts Department of Revenue FY2022
NOTICE TO ASSESSORS OF ESTIMATED RECEIPTS
General Laws, Chapter 58, Section 25A

Springfield

A. EDUCATION

Distributions and Reimbursements

Chapter 70	403,348,914
School Transportation	0
Charter Tuition Reimbursement	15,334,186
Smart Growth School Reimbursement	0

Offset Items - Reserve for Direct Expenditure:

School Choice Receiving Tuition	116,776
Sub-Total, All Education Items:	418,799,876

B. GENERAL GOVERNMENT:

Distributions and Reimbursements

Unrestricted General Government Aid	41,606,739
Local Share of Racing Taxes	0
Regional Public Libraries	0
Veterans Benefits	771,771
Exemp: VBS and Elderly	509,911
State Owned Land	26,456

Offset Items - Reserve for Direct Expenditure:

Public Libraries	413,704
Sub-Total, All General Government:	43,328,581

C. TOTAL ESTIMATED RECEIPTS:

462,128,457

Attachment: FY22 Final Cherry Sheet Numbers (6450 : Supplemental Budget - Increase in State Aid - \$3,860,083.00)

C.S. 1-ER Commonwealth of Massachusetts Department of Revenue FY2022
NOTICE TO ASSESSORS OF ESTIMATED CHARGES
 General Laws, Chapter 59, Section 21

Springfield

A. COUNTY ASSESSMENTS:

County Tax	0
Suffolk County Retirement	0
Sub-Total, County Assessments:	0

B. STATE ASSESSMENTS AND CHARGES:

Retired Employees Health Insurance	0
Retired Teachers Health Insurance	0
Mosquito Control Projects	0
Air Pollution Districts	35,764
Metropolitan Area Planning Council	0
Old Colony Planning Council	0
RMV Non-Renewal Surcharge	419,260
Sub-Total, State Assessments:	455,024

C. TRANSPORTATION AUTHORITIES:

MBTA	0
Boston Metro. Transit District	0
Regional Transit	3,280,473
Sub-Total, Transportation Assessments:	3,280,473

D. ANNUAL CHARGES AGAINST RECEIPTS:

Multi-Year Repayment Program	0
Special Education	221,049
STRAP Repayments	0
Sub-Total, Annual Charges Against Receipts:	221,049

E. TUITION ASSESSMENTS:

School Choice Sending Tuition	6,007,749
Charter School Sending Tuition	75,197,404
Sub-Total, Tuition Assessments:	81,205,153

F. TOTAL ESTIMATED CHARGES:

85,161,699

Attachment: FY22 Final Cherry Sheet Numbers (6450 : Supplemental Budget - Increase in State Aid - \$3,860,083.00)



City Council

TABLED

Meeting: 10/18/21 07:00 PM
Initiator: Lindsay B. Hackett
Sponsors: President Marcus J Williams
DOC ID: 6408

12

Order Approving CPC Recommendation to Fund the Historic Renovation to 2612 Main Street (President Williams)

Whereas, residents of the City of Springfield voted to accept the Community Preservation Act in November of 2016 in accordance with Chapter 267 of the Acts of 2000; and

Whereas, a Community Preservation Fund has been created using 1.5% of the City's property tax levy, excluding: (1) property owned and occupied as a domicile by a person who would qualify for low income housing or low or moderate income senior housing in the city or town; (2) \$100,000 of the value of each taxable parcel of residential real property; and (3) \$100,000 of the value of each taxable parcel of class three, commercial property, and class four, industrial property as defined in section 2A of said chapter 59; and

Whereas, a Community Preservation Committee was created by Ordinance of the City Council found in Chapter 16, Article XX; ("Ordinance") and

Whereas, each fiscal year the Community Preservation Committee shall make recommendations to the City Council in accordance with the provisions of the Ordinance and General Laws of Massachusetts in the form of a budget for appropriations and/or reserves from the Community Preservation Fund; and

Whereas, based on the Community Preservation Committee's recommendation the City Council shall make such appropriations or reserves from the Community Preservation Fund that spend or set aside not less than 10% of the annual revenues in the Community Preservation Fund for open space, not less than 10% of the annual revenues for historic resources, not less than 10% of the annual revenues for community housing, and any remaining amount into budgeted reserves; and

NOW THEREFORE BE IT ORDERED, that, upon recommendation of the Springfield Community Preservation Committee, and in order to undertake community preservation projects with community preservation fund revenues for Fiscal Year 2022, the respective sums of money specified in the schedule hereinafter set out be, and the same hereby, are, appropriated for expenditure under the direction of the Community Preservation Committee in accordance with the terms of a grant agreement or memorandum of understanding in compliance with the Ordinance and General Laws of Massachusetts.

Appropriation:

Project: Historic Renovation to 2612 Main Street

Recommended Amount: \$250,000

Account information attached.

CPA CITY ORDERS (2021)								
	Project		Recommended Grant	Account		Org Code	Obj Code	Proj Code
1	Blunt Park Tennis Courts		\$250,000.00	Recreation Reserve	\$187,500.00	21001720	584000	BPTCI
	1780 Roosevelt Ave, Parcel ID #10360-023			Undesignated Reserve	\$62,500.00	21001720	584000	BPTCI
2	Cottage Hill Square Grove		\$250,000.00	Undesignated Reserve	\$250,000.00	21001830	580400	CHSGI
	130 Oak Street Parcel ID # 091820030							
3	Forest Park Picnic Grove		\$242,000.00	Undesignated Reserve	\$242,000.00	21001720	584000	FPPGI
	299 Sumner Ave. Parcel ID # 1128004600							
4	Hubbard Park Tennis Courts		\$164,979.00	Undesignated Reserve	\$164,979.00	21001720	584000	HPTCI
	205 Parker Street Parcel ID # ?							
5	Magazine Park Phase 1		\$210,000.00	Undesignated Reserve	\$210,000.00	21001720	584000	MGPPI
	65 Magazine Street Parcel ID # 081100040							
6	Marshall Roy Spray Structure		\$209,300.00	Undesignated Reserve	\$209,300.00	21001720	584000	MRSSC
	1437 Carew Street and							
	166 St. James Blvd. Parcel ID # 111720036							
7	Stone Soul Memorial Garden		\$248,000.00	Undesignated Reserve	\$248,000.00	21001940	584000	SSMGC
	1800 Roosevelt Ave. Parcel ID # 103600230							
8	Westminster Street Playground Phase 2		\$30,000.00	Undesignated Reserve	\$30,000.00	21001720	584000	WSCP2
	WS Westminster St. Parcel #12201009							
9	City of Springfield Down Payment Assistance		\$160,000.00	Housing Reserves	\$89,522.00	21001830	530105	SPDPA
	Citywide			Undesignated Reserve	\$70,478.00	21001830	530105	SPDPA
10	East Springfield Library Outdoor Reading Room		\$85,500.00	Undesignated Reserve	\$85,500.00	21001720	584000	ESLOR
	21 Osborn Terrace Parcel ID # 093850106							
11	Kilroy House Exterior Renovation (Phase 2)		\$250,000.00	Historic Reserve	\$5,500.00	21001940	580400	KHRE2
	21 Edwards Street St. Parcel ID # 027500550			Undesignated Reserve	\$244,500.00	21001940	580400	KHRE2
12	Drama Studio Restoration		\$170,000.00	Historic Reserve	\$170,000.00	21001940	580400	DRMR2
	41 Oakland Street St. Parcel ID # 092100155							
13	The (Hotel) Rainville & New Court Terrace Apartments		\$250,000.00	Housing Reserves	\$250,000.00	21001830	580400	NCTAI
	Byers Street (4) Parcels							
	32 Byers St-Parcel 021700009 – 44 Units							

	68-70 Byers Street -Parcel 021700019 – 8 Units							
	76 Byers Street-Parcel 021700020 – 8 Units							
	84-88 Byers Street-Parcel 021700022 – 29 Units							
14	Historic Renovation to 2612 Main Street		\$250,000.00	Undesignated Reserve	\$250,000.00	21001940	580400	RENMS
	2612-2616 Main Street Parcel ID # 081300249							
15	Classical High Façade Restoration		\$50,000.00	Undesignated Reserve	\$50,000.00	21001940	580400	CHFRI
	235 State Street Parcel ID # ?							
	Totals		\$2,819,779.00		\$2,819,779.00			



City Council
36 Court Street
Springfield, MA 01103

SCHEDULED

ORDINANCE (ID # 6413)

Meeting: 10/18/21 07:00 PM
Department: City Council
Category: General
Prepared By: Tasheena Davis
Initiator: Tasheena Davis
Sponsors: Vice President Tracye Whitfield
DOC ID: 6413

Amendment to Chapter 45-Article II Historic Districts, Section 45-5

AMENDING CHAPTER 49 ARTICLE II, SECTION 49-5 OF THE
REVISED ORDINANCES OF THE CITY OF SPRINGFIELD, AS
AMENDED, BY INSERTING NEW LANGUAGE

1. CHAPTER 49 section 49-5 of the Revised Ordinances of the City of Springfield, as amended, is hereby deleted in its entirety and replaced with a new CHAPTER 45 section 49-5, hereto as follows:

“CHAPTER 49 section 49-5 – Quadrangle-Mattoon Street Historic District

There is established under the provisions of and in accordance with the Historic Districts Act, so-called, as mentioned in this chapter, the Quadrangle-Mattoon Street Historic District as shown on the map labeled Exhibit 27-2A, entitled ‘Quadrangle-Mattoon Street Historic District’; said map to be considered a part of this chapter. In

accordance with Section 8, Paragraph b of said Historic Districts Act, so-called, the authority of said Commission shall, however, be limited so as not to extend to any buildings, structures or properties however owned or controlled by the Springfield Library and Museum Association and Roman Catholic Bishop of the Diocese of Springfield. “Notwithstanding the above, the limitation set forth herein shall not apply to 220 State Street (also known as the Springfield Science Museum) or 222 State Street (also known as the George Walter Vincent Smith Art Museum).”

2. The effective date for the amendments listed above shall be November ##, 2021.

Approved as to form,
Associate City Solicitor

HISTORY:

09/13/21 City Council

10/04/21 City Council

FIRST STEP

1:11:36

Bob McCarroll, 96 Elliot Street and Chair of the Springfield CPC, spoke on the order.

CPC is requiring Springfield Museums to remove exemptions of local historic districts in order to receive CPC monies.

Mover - Whitfield

Second - Walsh

Unanimous vote by council.



70 Tapley Street
Springfield, MA 01104

September 3, 2021

Springfield City Council
36 Court Street
Springfield, MA 01103

Re: George Walter Vincent Smith Art Museum, 222 State Street, Springfield, MA

Dear City Council Members:

I am writing to you on behalf of the Springfield Historical Commission regarding the Springfield Museums request to remove an exemption from one of their museums, the George Walter Vincent Smith Art Museum. The proponent made the request at our meeting on September 2, 2021, and the Commission voted unanimously to support the status removal.

The Springfield Museums are requesting this exemption removal in order to be placed under the controls and guidelines of the Quadrangle-Mattoon Local Historic District as a condition of receiving Community Preservation Act funds. Last year, the Community Preservation Committee recommended, and City Council approved, funding for the George Walter Vincent Smith Art Museum for repairs to preserve its western façade; specifically, to stabilize and preserve eight sets of historic stained glass windows as well as the original 1896 entryway, including decorative cast iron lighting sconces and iron handrail. Therefore, a condition was added that the Springfield Museums would be required to remove its exempt status from the structure in order for it to be under the same exterior controls as the other properties within the district.

To give a bit of background, the George Walter Vincent Smith Art Museum is already within the boundaries of the Quadrangle-Mattoon Local Historic District. In creating the district in 1972, the City Council exempted from oversight by the Springfield Historic Commission any properties owned by the Springfield Museums and the Roman Catholic Diocese of Springfield.

The amendment of the City Ordinance, Chapter 49 Article II, section 49-5, will remove this “exempt” status and will ensure an important piece of Springfield’s history receives the highest level of review to preserve and protect its architectural aesthetics for years to come. We strongly urge your favorable consideration of this ordinance amendment and status removal.

Sincerely,

Vincent Walsh
Commission Chairman

To amend Chapter 45 Article II, section 49-5

"In accordance with Section 8, Paragraph b of said Historic Districts Act, so-called, the authority of said Commission shall, however, be limited so as not to extend to any buildings, structures or properties however owned or controlled by the Springfield Library and Museum Association and Roman Catholic Bishop of the Diocese of Springfield."

The following language should be added to the end of the paragraph:

"Notwithstanding the above, the limitation set forth herein shall not apply to 220 State Street (also known as the Springfield Science Museum) or 222 State Street (also known as the George Walter Vincent Smith Art Museum)."



City Council

SCHEDULED

Meeting: 10/18/21 07:00 PM
Initiator: Kathy Breck
Sponsors: Mayor Domenic J. Sarno
DOC ID: 6475

14

An Order Authorizing Execution and Delivery of a Tax Incentive Financing Agreement for Duc-Pac Corporation and FM Holdings, LLC at 1125 Page Boulevard, Springfield (Mayor Sarno)

Whereas, economic development is necessary for the long term financial recovery of Springfield; and

Whereas, Duc-Pac Corporation (the “Company”) plans to move its company into Springfield and expand and further develop property located at 1125 Page Blvd. in Springfield, Massachusetts (the “Property”), in the East Springfield Neighborhood of the City of Springfield (the “City”); and

Whereas, FM Holdings, LLC (the “Property Owner) and the Company plan to improve 1125 Page Blvd. The project will result in the remodeling of the interior construction of an approximately 103,056 square foot building (the “Project”) which will result in a total investment of \$5,200,000 including approximately \$1,500,000 in construction, renovations, demolition, personal property, and equipment.

Whereas, the Company commits to relocating a minimum of 43 full-time permanent jobs in Springfield within in the first year of the TIF Agreement. The company further commits to making best efforts to hiring Springfield residents for any future available positions.

Whereas, the Company is seeking certain property tax incentives from the City over a period of five (5) years commencing on **July 1, 2022 through June 30, 2027;**

Whereas, the City has been designated as an Economic Target Area (“ETA”) by the Massachusetts Economic Assistance Coordinating Council (“EACC”); and

Whereas, the City wishes to encourage the expansion of manufacturing jobs and the growth of other local manufacturers and suppliers within the City though the retention and creation of job opportunities for City residents, and economic development through the grant of certain tax incentives; and

Whereas, the Company is committed to both the retention and creation of jobs, investment and economic development, in the City, as outlined in the attached *Tax Increment Financing Agreement, By and Between the City and the Property Owner and Company;*

AND IT IS FURTHER ORDERED, the Springfield City Council hereby approves and authorizes the Mayor and the Chief Development Officer, in the name of and on behalf of the City to execute and deliver the *Tax Increment Financing Agreement, By and Between the City of Springfield &*

the Property Owner and Company, in substantially the form as attached hereto as Exhibit A, upon approval of the new Economic Opportunity Area designation.

A Project Summary is attached for reference.

Duc-Pac Project Summary

Project Introduction

The Duc-Pac Corporation, a steel-duct fabrication company, has been in existence for over 50 years. The company has purchased a building at 1125 Page Boulevard in East Springfield and plans to move its entire operation and headquarters, including 43 existing jobs, to the facility in 2022. The company will invest \$1.5 million in improving the building and adding new equipment.

The company has asked for consideration for the minimum term Tax Increment Financing plan under the state's Economic Development Incentive Program, to assist with it getting stabilized after a significant investment for the small company.



The company appeared in front of the City Council Economic Development Subcommittee on August 25th to discuss the proposed TIF and the project status.

Tax Increment Financing Program/Need

As you know, TIF's do not impact current taxes collected on the property. The exemption schedule only impacts new real estate growth on the building as a result of the project investment, therefore the city risks no current tax value when it authorizes a TIF.

The company has indicated a need because the project investment is significant for a company of their size. The difference in tax rate from East Longmeadow (\$19 per \$1,000 of value) to Springfield (\$39/\$1,000) is nearly double. The TIF would help them stabilize as they reestablish in Springfield with higher costs after the new investment.

Sales Price

Duc-Pac purchased the building at 1125 Page Boulevard for \$3,700,000 in December, 2020. The company was attracted to the building due to its proximate location to Routes 291/90.

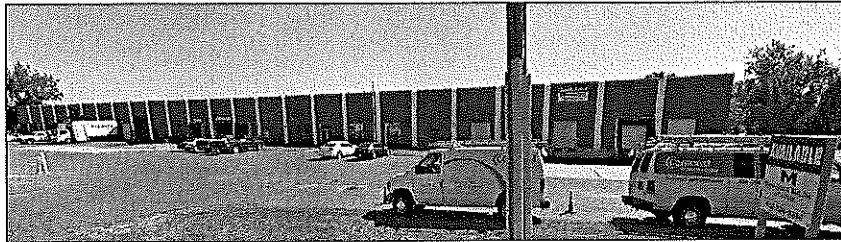
Jobs

The company is moving all 43 existing jobs to this location, and per the proposed TIF agreement is required to make best efforts to hire Springfield residents, particularly from the East Springfield neighborhood, for any future openings. It does expect to grow with the new location and have a need for hiring in the future. The company also likes this location due to its access to public transportation for its employees.

The company has both unskilled and skilled positions, as well as management positions.

TIF Financial Impact

In this case, due to the increased value from the current tax year value to the new sales price, the city will end up receiving a significant increase in tax revenue from the property even with an approved TIF. The “base” year value of the TIF will be determined in 2022 by the Assessor.



Taxes collected on the property today are approximately \$111,000. Using the sales price value, and assuming growth based on new investment into the property, the city would receive approximately \$165,884 in the first year of the TIF in taxes with it increasing each of the five years until full valuation.

The result is an immediate net positive for the city from the current and recent history of the property, while allowing the company some savings to help reestablish in Springfield, and make them eligible for the state’s investment tax credit under the EDIP Program.

Neighborhood/Labor

The company has met with the East Springfield Neighborhood Council and has gained their support. The company expects to use local labor for any construction elements that arise.

Project Status/Existing Tenants

The Office of Planning & Economic Development expressed a concern of any existing tenants in the building being moved out of Springfield, to try and assist them with staying in the city. After further outreach it appears remaining tenants were either retiring out, or had already planned consolidation prior to this transaction.

Should the TIF be approved, Duc-Pac would advance the move in the Spring of 2022.

Summary

This project offers the city an excellent opportunity to welcome a well-established company into the city from East Longmeadow, with no financial risk to the city. As outlined, even with the TIF in place, the city will still see financial gain immediately at the property in addition to existing taxes being collected.

The property, which has always had tenants coming and going over the years as well as significant vacancy at times, would be fully stabilized for the long term with a company headquarters and future job openings available to our residents.

APPENDIX

TIF Project Worksheet

Please note these are estimates, to serve as an example. Actual results may vary based upon final Assessments.

Duc Pac TIF

Yr.	FY	Estimated Land Valuation (not Impacted by TIF)	Estimated Land Taxes due (* 3.923%)	Estimated Building Valuation*	Estimated Building Taxes (* 3.923%)	New Growth Value	New Growth Taxes	Tax Exemption Rate (%)	% Paid	Company Savings with TIF	Building Taxes Paid w/tif	Total Taxes Paid Including land w/TIF
BL	BASE	528,500.00		3,700,000.00								
1	2022	\$ 528,500.00	20,733.06	\$ 4,450,000.00	\$ 174,573.50	\$ 750,000.00	\$ 29,422.50	1.00	0.00	\$ 29,422.50	\$ 145,151.00	\$ 165,884.06
2	2023	\$ 533,785.00	20,940.39	\$ 4,494,500.00	\$ 176,319.24	\$ 794,500.00	\$ 31,168.24	0.80	0.20	\$ 24,934.59	\$ 151,384.65	\$ 172,325.03
3	2024	\$ 539,122.85	21,149.79	\$ 4,539,445.00	\$ 178,082.43	\$ 839,445.00	\$ 32,931.43	0.60	0.40	\$ 19,758.86	\$ 158,323.57	\$ 179,473.36
4	2025	\$ 544,514.08	21,361.29	\$ 4,584,839.45	\$ 179,863.25	\$ 884,839.45	\$ 34,712.25	0.40	0.60	\$ 13,884.90	\$ 165,978.35	\$ 187,339.64
5	2026	\$ 549,959.22	21,574.90	\$ 4,630,687.84	\$ 181,661.88	\$ 930,687.84	\$ 36,510.88	0.20	0.80	\$ 7,302.18	\$ 174,359.71	\$ 195,934.61
Total			\$ 105,759.42		\$ 890,600.30					\$ 95,303.02	\$ 795,197.28	\$ 900,956.69

Average per year benefit: \$19,060.61

Base Building Value shown as most recent sales price, actual value to be determined by Assessor

Growth in value estimated as example, actual new growth to be determined by Assessor

*assumes 1% annual growth in value

*Land taxes are paid in full at all times, TIF only applies to building value

*Total taxes collected in FY 2021 based on current valuation, approximately \$111,883

EX. A

TAX INCREMENT FINANCING AGREEMENT
BY AND AMONG
CITY OF SPRINGFIELD
AND
FM HOLDINGS, LLC AND DUC-PAC CORPORATION

This Agreement is made this ___ day of October, 2021 between the CITY OF SPRINGFIELD, a municipal corporation with a principal place of business at 36 Court Street, Springfield, Massachusetts, acting through its Mayor (hereinafter the "City"), and FM Holdings, LLC, a corporation, (hereinafter the "Property Owner") and Due-Pac Corporation, a corporation, (hereinafter the "Company") organized under the laws of Massachusetts, both with a principal place of business at 21 Baldwin St, East Longmeadow, MA 01028.

WITNESSETH

WHEREAS, The Property Owner and the Company intend to redevelop the existing 103,250 square foot building at 1125 Page Blvd. to relocate and establish its business headquarters operation and expand its operations and manufacturing capacity; and

WHEREAS the Project is expected to result in an estimated capital investment of approximately \$1,500,000 in new construction, improvements and betterments, while relocating at least 43 new jobs in Springfield for sheet metal manufacturing operations, support, maintenance, clerical and management positions; and

WHEREAS the Project site, City Assessor's parcel No. 094400880, is located within the boundaries of the City of Springfield Economic Target Area (ETA), as that term is used in M.G.L. c. 23A, Section 3D, and

WHEREAS the Project is expected to provide economic benefits to the City in the expansion of an existing building, addition of employment in the East Springfield neighborhood, the relocating of at least 43 new jobs to Springfield; and

WHEREAS the Company commits to making best efforts to hire Springfield residents, with preference to those in the immediate East Springfield neighborhood, for any new positions made available by the expansion; and

WHEREAS, The Property Owner is seeking a Tax Increment Financing Agreement (TIF) from the City, pursuant to M.G.L. c. 23A; c. 40, section 59; and c. 59, section 5, clause 51; and regulations issued pursuant to these statutes; and

WHEREAS, the City is willing to enter into a TIF with the Property Owner in return for the acts of the Company of investing in this Project, creating new jobs for city residents,

and the resulting expected improvement to the City's economy, tax base, job base, and encouragement of redevelopment;

NOW THEREFORE in consideration of the mutual promises contained herein, the City and the Property Owner and the Company do mutually agree as follows:

1. This TIF Agreement will take effect after approval from the Mass. Economic Assistance Coordinating Council.
2. The TIF Agreement is contingent on approval from the Mayor of the City of Springfield and the Springfield City Council, prior to approval from the Commonwealth of Massachusetts Economic Assistance Coordinating Council (EACC).
3. This TIF Agreement shall only apply to space at 1125 Page Boulevard which is being utilized by the Company as determined by the City of Springfield Assessors Department.
4. **The Company** agrees to:
 - a) Redevelop the building at 1125 Page Boulevard, Springfield, Massachusetts (the premises);
 - b) make a total capital investment into the Project of \$5,200,000 by July 1, 2022;
 - c) locate and maintain a minimum of 43 full time jobs in Springfield for processing, support, maintenance, clerical and management positions within one year of obtaining all necessary permits for the Project, and further to make best efforts to hire a minimum of 50% Springfield residents for any new permanent jobs with preference to residents of the immediate East Springfield neighborhood.
 - d) agrees to notify Springfield-based hiring agencies including, but not limited to, MassHire Springfield Career Center to market any new position openings;
 - e) remain in compliance with all City of Springfield taxes, fees, and building and code enforcement regulations.
 - f) remain in compliance with the City of Springfield TIF Ordinance including Chapter 355-15 (Taxation, Requirements) and Chapter 355-16 (Taxation, Non-compliance)

The **Property Owner** agrees to:

- a) be responsible for payment of all real estate taxes assessed on the Premises as provided in this TIF.

- b) remain in compliance with all City of Springfield taxes, fees, and building and code enforcement regulations.
- c) remain in compliance with the City of Springfield TIF Ordinance including Chapter 355-15 (Taxation, Requirements) and Chapter 355-16 (Taxation, Non-compliance)

5. The City shall grant a TIF exemption to the Property Owner in accordance with M.G.L. c. 23A, s. 3A; c. 40, s. 59; c. 59, s. 5 as follows:

- a. The exemption shall be granted and shall apply only to the new portion of the assessed value of the Premises described in the Project (the "Incremental Value"), as determined by the City of Springfield Assessors Department.

The Base Valuation shall be the full and fair cash value of the land and buildings as determined by the City of Springfield Board of Assessors for the FY22 assessed value; a value stated as of January 1, 2021, based on the physical condition of the existing land and improvements as of June 30, 2021, that is first made public on or about January 1, 2022. The Base Valuation represents the value before any new construction or expansion. The incremental value shall be that value which is in excess of the Base Valuation as a direct result of the new improvements. All values are subject to market conditions.

- b. The Incremental Value shall be that value which is in excess of the Base Valuation as a direct result of the improvements and to be determined at the completion of the Project. The exemption period and schedule will apply only to the Incremental Value.
- c. The exemption shall be for a period of five (5) years commencing July 1, 2022 and ending June 30, 2027.
- d. The exemption shall be calculated for each Tax Year as follows:

(i) The Parties agree that the Base Valuation will be determined as of January 1, 2022, and is subject to adjustment (increase or decrease) in subsequent years, depending on market conditions.

FISCAL YEAR	TIF YEAR	%INCREMENTAL VALUE EXEMPTED
2022	Not applicable	0
2023	1	100%
2024	2	80%
2025	3	60%
2026	4	40%
2027	5	20%
2028	Full taxation	0%

(ii) For FY23 (July 1, 2022- June 30, 2023), 1125 Page Blvd. shall be assessed at the Base Valuation with **0% taxation** of any Incremental Value.

(iii) For each fiscal year after FY21, the Assessors for the City of Springfield shall determine the Incremental Value of the Premises for that tax year.

(iv) The City shall assess real estate taxes on a portion of the Incremental Value beginning at 0% for FY **2023**, culminating in 100% taxation of the Incremental Value in FY **2027**.

(v) The tax exemption to be applied to the schedule applicable to the Premises is as follows:

Any exemptions for property taxes realized to the Property Owner pursuant to this agreement shall be contingent upon the Company's continued occupancy of 1125 Page Blvd. Except in the case of a natural disaster or similar circumstance, the Property Owner hereby agrees to pay back any property tax benefits realized under this agreement in the event that the Company ceases to occupy any portions of 1125 Page Blvd. and/or significantly reduce workforce within a period of five (5) years after the commencement of this agreement.

5. Upon the failure of the Property Owner or the Company to comply with this TIF and to meet all of its obligations and commitments contained herein or its inability to cure such non-compliance within a reasonable amount of time, the City reserves the right to apply to the Economic Assistance Coordinating Council for decertification of the Project and to terminate this TIF Agreement and discontinue all exemptions from taxation contained in this TIF Agreement commencing in the Tax Year in which the failure occurs.

6. The Property Owner and/or the Company may not assign any interest in this agreement, and shall not transfer any interest of the same, without the prior written consent of the City of Springfield. This agreement will be immediately terminated if property is transferred to another party other than the Property Owner or Company without written consent of the City of Springfield.

7. Notices to be delivered under this TIF Agreement shall be delivered as set forth below:

To the City:

Chief Development Officer
Office of Planning & Economic Development
70 Tapley Street
Springfield, MA 01104

With a copy to:

Mayor of City of Springfield
36 Court Street
Springfield, Massachusetts 01103

And a copy to:

City Solicitor for City of Springfield
36 Court Street, Room 210
Springfield, Massachusetts 01103

To the Company:

FM Holdings LLC
1125 Page Boulevard
Springfield, MA 01104

With a copy to:

Due-Pac Corporation
Attn: Gregory Merchant
1125 Page Boulevard
Springfield, MA 01104

8. Unless otherwise expressly provided herein, all notices and other communications given pursuant to this Agreement shall be in writing and shall be sent to the persons at the addresses identified above by

(1) first class, United States Mail, postage prepaid, certified, with return receipt requested, or

(2) hand delivery to the intended address, or

(3) nationally recognized overnight delivery service that provides written proof of delivery.

All such notices and other communications shall be effective on the actual date of delivery, receipt, or rejection of delivery, if known, otherwise

(i) in three (3) Business Days after deposit in United States Mail in case of (1) above,

(ii) actual delivery in case of (2) above, and

(iii) the next Business Day in case of (3) above.)

9. A. The law of the Commonwealth of Massachusetts shall govern the validity, interpretation, construction, and performance of this Agreement.

B. The sole and exclusive forum for the determination of any question of law or fact or any dispute between the parties shall be the Superior Court Department of the Trial Court of the Commonwealth of Massachusetts sitting in Hampden County or the United States District Court for the Western District, both sitting in Springfield, Massachusetts. It is the express intention of the parties that all legal actions and proceedings related to this Agreement or to any rights or relationship of the parties shall be solely and exclusively brought and heard in said courts.

Signed, under seal, by all parties, effective on the last date noted below.

FM HOLDINGS, LLC

CITY OF SPRINGFIELD:

By:
Title:
Date signed:_____

Timothy Sheehan
Chief Development Officer
Date signed:____ _

Due-Pac Corporation:

By: Gregory Merchant
Title: General Manager
Date Signed:_____

Approved as to Appropriation:

Approved:
Board of Assessors:

City Comptroller
Date Signed_____

Date signed:____ _

Date signed:____ _

Approved as to Form:

Date Signed_____

City Solicitor
Date **signed**-----

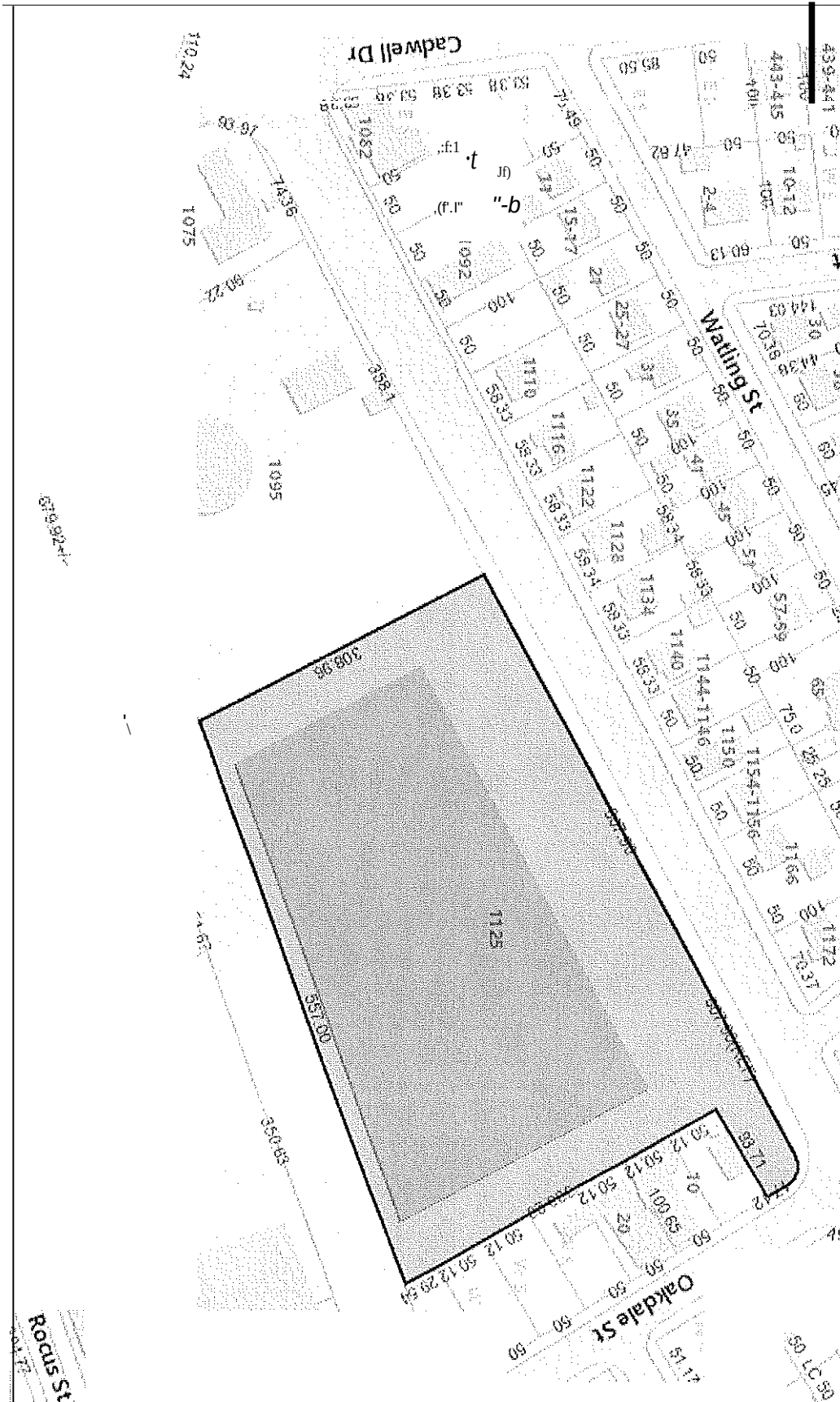
Reviewed:

Chief Administrative and Financial Officer
Date Signed_____

Approved:

DOMENIC J. SARNO, Mayor
Date signed-----

Appendix: MAP



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

to change the zoning of the property known as 8 Florence Street (05200-0001) from Residence B to Residence C.

Mailing Address:

849 Main Street
 Wilbraham, MA 01095

Owner:

Peter E Sares

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

BY: 

Peter E Sares

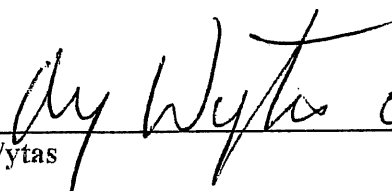
Mailing Address:

195 Christopher Terrace
 West Springfield, MA 01089

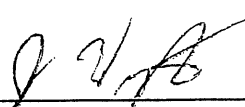
Petitioner:

Wytas Properties, LLC

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

BY: 

Alex Wytas

BY: 

Jay Wytas

SPRINGFIELD, MA
 CITY CLERK'S OFFICE

SEP - 8 AM 10:00

RECEIVED

Attachment: Florence St 8 Formal (6437 : 8 Florence Street)

OFFICE OF PLANNING & ECONOMIC DEVELOPMENT
ANALYSIS FOR A ZONE CHANGE

8 FLORENCE STREET (05200-0001)
RESIDENCE B TO RESIDENCE C

GENERAL INFORMATION

Petitioner:	Wytas Properties, LLC
Request:	Residence B to Residence C
Location:	8 Florence Street
Parcel Size:	11,195 s.f.
Purpose:	Multi-family housing
Surrounding Land Use and Zoning:	The property is located in the Six Corners neighborhood. The site is located in an area with a mix of commercial and residential uses. The surrounding land uses include: To the north are two (2) and three (3) family homes zoned Residence B. To the south are a number of two-family homes zoned Residence B. To the east is a small retail operation zoned Commercial A. To the west are a number of two-family homes zoned Residence B.
Site Visit:	9-28-21
Neighborhood Council Notification:	Maple High-Six Corners Neighborhood Council: 9-21-21
Planning Board Hearing Date:	10-6-21/10-20-21

SPECIAL INFORMATION

Traffic & Parking:	n/a
Physical Characteristics:	n/a
Other Notes:	n/a

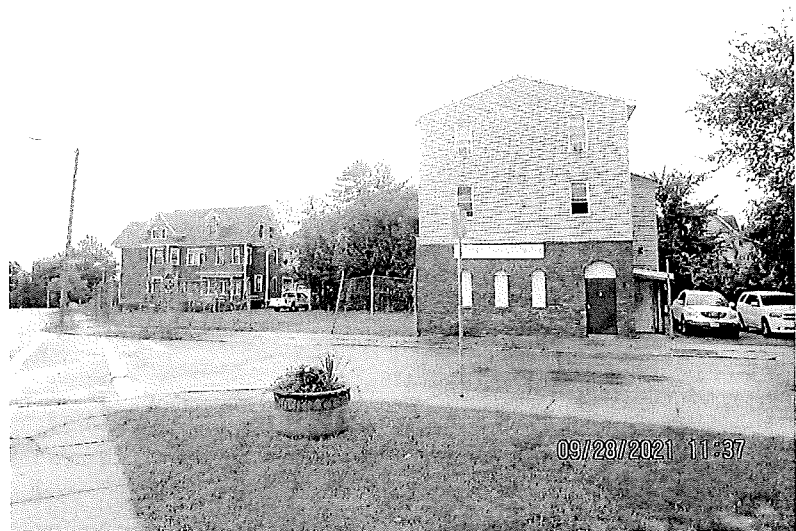
ANALYSIS

The petitioner has requested to change the zoning of the property known as 8 Florence Street from Residence B to Residence C. This site is the location of a three (3) story building, which is the current location of the Eternal Light Church on the first floor and one (1) residential unit on the second floor. The petitioner has requested the change to Residence C to allow the installation of an additional six (6) units. Three (3) units would be located on the first floor, replacing the existing church, and three (3) units would be located on the third floor.

After visiting the site and reviewing the submitted plans, the staff does not object to the proposed request. While there is no Residence C zoning directly adjacent to this property, there are a number of Residence C zone properties within the immediate area. As noted above, the property is also over 11,000 square feet and the plan submitted appears to meet the number of required parking spaces for the proposed use. It should be noted, however, that a full review of the parking as well as any and all redevelopment plans will be required by the Building Department.

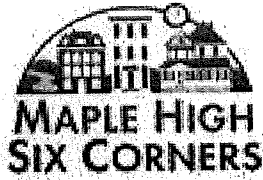
While the staff does not object to the proposed request, after visiting the site, the staff did have some concerns about the overall condition of the property. It was noted that this property is currently fenced in by six (6) foot, chain-link fence. That fencing is in very poor condition. There was also overgrown vegetation throughout the site. It was also noted that while the majority of the parcel is paved, the side of the building is not. During the site visit, it was noted that vehicles were parking on this unpaved area. If this area is to be used for parking, it must be paved, per DPW standards.

Further, it was also noted that this was the area where the dumpster is being located, which is not currently enclosed. As per the Zoning Ordinance (Article 7), all dumpsters must be completely enclosed.



RECOMMENDATION

Approve.



Maple High Six Corners Neighborhood Council, Inc.

74 Walnut Street, Suite #B109
 Springfield MA 01105
 736-4493, maplehighsixcorners@yahoo.com
 President: Melvin Edwards, 348-8036, melvinspeaks@msn.com
 Vice President: Raymon Ray, 736-9131, rayland500@yahoo.com
 Secretary: Linda Bartlett, 519-3936, vze4f2rh@comcast.net

April 16, 2021

Phillip Dromey,
 Deputy Director of Planning
 70 Tapley Street
 Springfield MA 01104

Re: Application for Zone Change for 8 Florence Street by Wytas Properties

Dear Mr. Dromey,

Please be advised that Alex Wytas attended our April 13th meeting via Zoom to discuss his plans for 8 Florence Street in our neighborhood. He explained that a zone change from Residence B to Residence C will be required to renovate the building to create three ADA compliant apartments on the first floor and three apartments on the third floor.

After discussion and questions, the Maple High Six Corners Neighborhood Council voted unanimous support for this zone change. Mr. Wytas plans to make improvements to the parking lot, driveway, fencing and exterior of the building in addition to the interior improvements. The creation of modern, up-to-date apartments will fill a need for housing in the city, and the property has sufficient parking to support the needs of tenants.

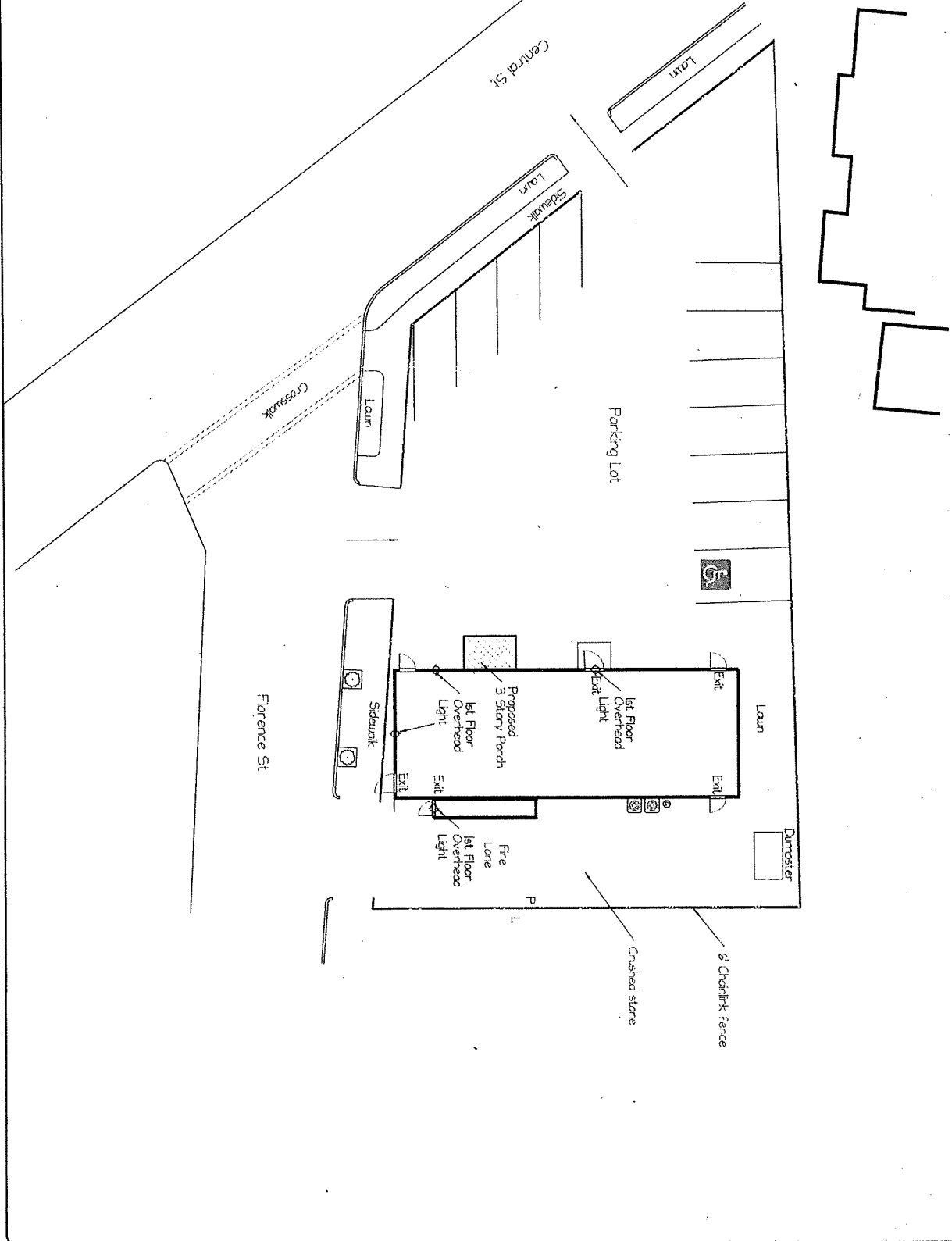
While most of the properties adjacent to 8 Florence Street are zoned Residence B, there are two large apartment buildings nearby at 263 and 232 Central Street zoned Commercial. So, we believe this zone change to Residence C would be an appropriate fit for this location. Thank you for your consideration of this matter.

Best Wishes,

Linda Bartlett

Linda Bartlett, Secretary
 On Behalf Of
 Maple High Six Corners Neighborhood Council

Attachment: 3226_8_Florence_St_2021 (6437 : 8 Florence Street)



NOTES:

North Arrow

Mytas Properties

Scale 1" = 20' 0"

Proposed Property Plan

8 Florence St

Springfield, MA

LANDSCAPE ARCHITECTURE
& CONSTRUCTION

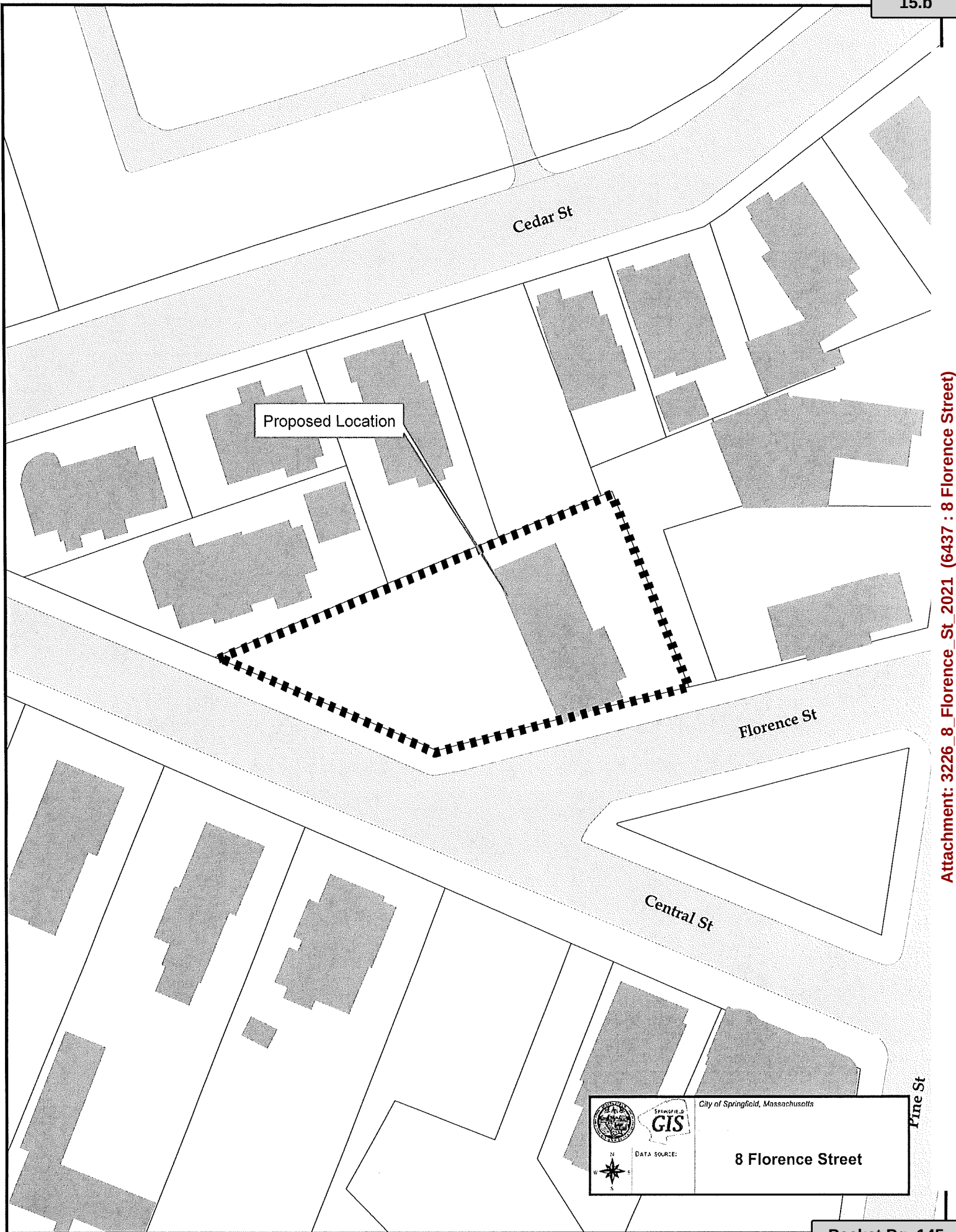
1160 Bay St Springfield MA
Stephen@roberts.com

Sheet 1" = 20' 0"

Author: SAR

Date: 7/22/21

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Attachment: 3226_8_Florence_St_2021 (6437 : 8 Florence Street)