



CITY COUNCIL

City Clerk's Office 7/13/2016 12:00:00 PM

Regular Meeting Agenda~

I hereby notify you that at twelve o'clock noon today the following items of business had been filed with this office and can be acted upon at the meeting in City Council Chambers, Room 200 at City Hall, 36 Court Street **Monday evening July 18, 2016** at 07:00 PM according to Section 12, Rules and Orders of the City Council.

City Clerk

Possible Public Speak-Out Time 6:30 PM

Call to Order

7:00 PM Meeting called to order on July 18, 2016 at Springfield City Hall -- Council Chambers, 36 Court Street, Springfield, MA.

Moment of Silence - Pledge of Allegiance

Reports of Committee

1. Tuesday, July 12, 2016

Petitions

(1.) James Street Utility Petition

ATTACHMENTS:

- 7-11-2016 James St. COMCAST (PDF)
- Plan James St. (PDF)

(2.) Bruce Landon Way Pet#10,275

ATTACHMENTS:

- Hearing Notice Falcon's Way (PDF)
- Mayor Letter (PDF)

(3.) Mill Street Utility Petition

ATTACHMENTS:

- 6-15-2016 Mill STREET COMCAST (PDF)
- Plan mill St. (PDF)

Grants

(4.) MassWorks Infrastructure Grant - No Match - \$2,770,000 (Mayor Sarno)

ATTACHMENTS:

- MassWorks Infrastructure Grant Award (PDF)
- Six Corners Design History (PDF)

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

ATTACHMENTS:

- FY17 Dispatch Support Grant Info (PDF)

(6.) MOCHA Grant Acceptance - No Match Required \$499,911 (Mayor Sarno)**ATTACHMENTS:**

- MOCHA (PDF)

(7.) Oral Health Services Expansion Grant Acceptance - No Match Required \$350,000.00 (Mayor Sarno)**ATTACHMENTS:**

- Oral Health Expansion Grant (PDF)

(8.) FY17 Senior Aides Program Sub-Grant Acceptance - in Kind Match \$345,150 (Mayor Sarno)**ATTACHMENTS:**

- FY17 Senior Aid Sub Grant (PDF)

(9.) Massachusetts Cultural Council Grant - Match Required \$200,000 (Mayor Sarno)**ATTACHMENTS:**

- Mass Cultural Council (PDF)
- CAFO Certification- Mass Cultural Council Grant Match (DOCX)

(10.) FY17 SHINE Grant Acceptance - No Match Required \$160,000.00 (Mayor Sarno)**ATTACHMENTS:**

- FY17-SHINE (PDF)

(11.) Dispatch Training Grant - No Match - \$129,824 (Mayor Sarno)**ATTACHMENTS:**

- FY17 Dispatch Training Grant Info (PDF)

(12.) FY17 Tobacco Control Program Grant Acceptance - No Match- \$60,832.00 (Mayor Sarno)**ATTACHMENTS:**

- FY17 Tobacco Control (PDF)

(13.) FY15 Assistance to Firefighters Grant (AFG) - Match Needed- \$48,840 (Mayor Sarno)**ATTACHMENTS:**

- Firefighters Assistance Grant Setup Form (PDF)
- Firefighters Assistance Grant Award Package (PDF)
- CAFO Certification - Fire FY15 AFG Grant (PDF)

(14.) FY17 Summer Youth Jobs Grant - No Match Required \$4,000.00 (Mayor Sarno)**ATTACHMENTS:**

- Summer Youth Jobs (PDF)

(15.) Police Department Donations - \$3,989.80 (Mayor Sarno)**ATTACHMENTS:**

- Police Donations (PDF)

(16.) After School/Weekend Program for Youth Grant Acceptance - No Match Required \$2,064 (Mayor Sarno)**ATTACHMENTS:**

- After School_Weekend Program for Youth (PDF)

Orders

- (17.) Order Approving Application to Submit to HUD for the Authorization of the Downtown Dining District Fund (Mayor Sarno)**
Please see attached materials

ATTACHMENTS:

- City-HUD Sec 108 Application Final (PDF)
- Memo DDDF Fund (PDF)

(18.) Bill of Prior Year - Parks & Recreation - \$27,555.41 (Mayor Sarno)**ATTACHMENTS:**

- Parks Water_Sewer BOPY Invoice (PDF)
- CAFO Certification - Parks BOPY (DOCX)

(19.) CPA Ballot Question (Ward 6 Councilor Shea)**(20.) Order Authorizing Board of Assessors to Abate and Collector of Taxes to Dissolve Betterment Lien Assessed Against WS Savoy Ave., Lot 12 (Parcel-ID # 10620-0014) (Mayor Sarno)****(21.) Order Authorizing Board of Assessors to Abate and Collector of Taxes to Dissolve Betterment Lien Assessed Against SS Carpenter Ct. (Parcel-ID # 02410-0002) (Mayor Sarno)****(22.) Order Granting a Permanent Water Easement for the New Senior Center at Blunt Park (Mayor Sarno)****ATTACHMENTS:**

- Exhibit #1, Draft Permanent Water Easement and Plan (PDF)

General Business**(23.) ORD-2016-5 - Amending Ordinance Chapter 49: Establishment of Thomas Wason Local Historic District**

Please see attached materials

ATTACHMENTS:

- Amended City Ordinance Ch. 49.16 - Thomas Wason Local Historic District... (DOC)
- Thomas_Wason_House_LHD(Final_Report) (PDF)

(24.) (ID # 3603) - Order Amending Code Chapter 110, Animals**ATTACHMENTS:**

- Summary of Proposed Changes to Code Chapter 110, Animals (PDF)
- Revised Code Chapter 110, Animals (PDF)

(25.) (ID # 3567) - An Order Amending Chapter 338 of the City of Springfield Code, Article III- Use Regulations, to Add a New Section 338-35 (J), Establishing a Moratorium on Non-Emergency Utility-Related Street Excavation**(26.) (ID # 3456) - Amending City Ordinance Chapter 390**

Please see attached materials

ATTACHMENTS:

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

Resolutions**(27.) Gerena School Improvements****Suspension of Rules**

(28.) Confirmation of the Appointment of Angela Robles to the Springfield Housing Authority
(Mayor Sarno)

ATTACHMENTS:

- 2016 Angela Robles (PDF)



Health and Human Services

Regular Meeting

<http://www.springfieldcityhall.com>

~ Minutes ~

Susan Kacoyannakis
413-787-6170

Tuesday, July 12, 2016

4:00 PM

City Hall -- Room 200

I. Call to Order

4:00 PM Meeting called to order on July 12, 2016 at City Hall -- Room 200, 36 Court Street, Springfield, MA.

Attendee Name	Title	Status	Arrived
Melvin A. Edwards	Ward 3 Councilor	Present	
Marcus J Williams	Ward 5 Councilor	Present	
Adam Gomez	Chairperson	Present	
Edward M. Pikula	City Solicitor	Present	
Thomas Moore	Assistant City Solicitor	Present	
Michael A. Fenton	President - Ward 2 Councilor	Present	
Orlando Ramos	Vice President - Ward 8 Councilor	Present	
Justin Hurst	At Large Councilor	Present	

II. Public Portion

1. Order (ID # 3576)

Order Approving a Host Community Agreement with Hampden Care Facility, Inc. For Medical Marijuana Retail Dispensary at 506 Cottage Street, Springfield

COMMENTS - Current Meeting:

Hampden care facility reps were present with legal representation Frank Antonucci. They said host agreement is fair and amongst the best in the state. They will make \$50,000 donations to police department every year and have a 10 yr moratorium.

Councilor Gomez stated that the council was advised that the host agreement could not be discussed until finalized and at this point he doesn't feel comfortable passing this to council without doing their due diligence. Councilor Gomez expressed frustration saying he does not feel he and colleagues have had ample time to review everything.

Councilor Hurst, would like to review other applicants that applied and wants to know why council was not made aware of who has applied.

City Solicitor Pikula stated there were public hearings which allowed anyone to attend the meetings to ask applicants anything they wanted. There were a few meetings in which councilors did not attend.

Councilor Edwards, stated he was never made aware of any meetings or what the process to apply is.

Minutes Acceptance: Minutes of Jul 12, 2016 4:00 PM (Reports of Committee)

Councilor Hurst also stated that he was unaware of meetings and or names of other applicants.

Attorney Antonucci stated that the CEO of Hampden Care Facility runs 5 dispensary's and is not new to the industry or business which would be why in his opinion the Mayor chose this company to have the dispensary here in the city of Springfield.

Councilor Hurst wants to know who is involved in the process, who are other applicants, there is a lack of transparency with the process.

Pikula stated that an RFP was posted back in February 2016 and in the RFP specifics were included in that RFP for which applicants followed, of all applicants Hampden care stood out.

Councilor Hurst does not like that there are no conditions for the special permit.

Councilor Edwards motioned to keep this in committee and Councilor Marcus Williams seconded. Chairperson Gomez will schedule another meeting during the first week of August and plans to bring back to the floor at the August 15 hearings meeting.

Meeting adjourned

City Solicitor Moore stated that there was a meeting for all for all proposals and no one asked for the value of numbers.

City Solicitor Pikula stated that this is not a company to generate revenue for the city it's about impact and what the impact will have on our police department and how to address it. Common sense would say police department would allocate funds because of security and so on.

Council President Fenton likes location of dispensary agreed for special permit, looked at other agreements in the state and feels that Springfield is great. Fenton does not like the 10 yr moratorium. 10 years is a long time and Hampden care would monopoly the city for a decade.

All councilors expressed that they are concerned at how additional funds will be used and that only facility will be in the city for a decade.

Pikula stated that the agreement allows the mayor to reopen negotiations should he determine there is any need for a second dispensary.

The strong Mayor form of government gives the power to negotiate contracts to the Mayor, Councilor Gomez said he would like to change that to include city council in the decision making because everyone is elected and we eventually will have a new mayor and new council members.

ATTACHMENTS:

- Exhibit A to City Council Order - Approve Host Community Agreement for Hampden Care Facility (PDF)

-
- HCA City of Springfield - Hampden Care Facilities - Amended Final Draft (DOC)



City Council
36 Court Street
Springfield, MA 01103

SCHEDULED

PETITION (ID # 3597)

Meeting: 07/18/16 07:00 PM
Department: Department of Public Works
Category: General
Prepared By: Hector Velez
Initiator: Hector Velez
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3597

James Street Utility Petition

CITY OF SPRINGFIELD, MASSACHUSETTS

Date: July 11, 2016

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

The Board of Public Works, to which was referred the petition of Comcast of Massachusetts LL dated June 1, 2016, to install seven hundred fifty seven (757') feet of 4" PVC conduit with fiber optic and coax cable on James Street, beginning at Comcast vault in Walnut Street, which is located in the west side on Walnut Street, then continuing with 4" PVC conduit easterly direction hundred (100') feet to James Street and run about hundred two (102') feet on the sidewalk west side of James Street, two feet off the curb line for five hundred fifty six (556') feet to provide services to houses along James Street, all as substantially shown on a plan attached, dated 5/31/2016, which is incorporated herein by reference and to lay and maintain underground cables and Fiber Optic lines in public ways for the purpose to provide service to the area, reports thereon as follows:

By virtue of Chapter 708 of the Acts of 1977 the Board of Public Works held the hearing on the above matter provided for in Section 22 of Chapter 166 of the General Laws. The hearing was held on July 11, 2016 at 5:00 P.M. at the corner of Walnut Street and James Street, after due notice from the office of the City Clerk, two (2) members of the Board and one (1) person interested in the matter were present. Of the latter, one (1) voted in favor of and no-one (0) voted against.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DATE: June 28, 2016

TO: Anthony I Wilson, Esq.
City Clerk

FROM: Hector Velez, DPW Engineer
on behalf of BPW

DEPARTMENT: City Clerk

SUBJECT: Board's agenda for:
July 11, 2016

NOTICE OF MEETING

Monday- July 11, 2016 – At the corner of Walnut Street and James Street Springfield, MA at 5:00 P.M

Minutes of Previous Meeting
Communications
Old Business

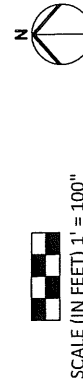
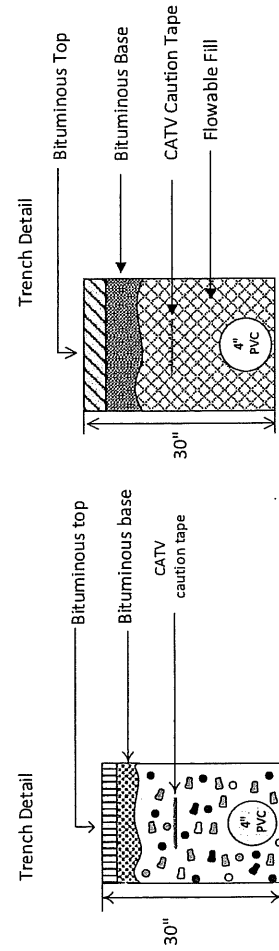
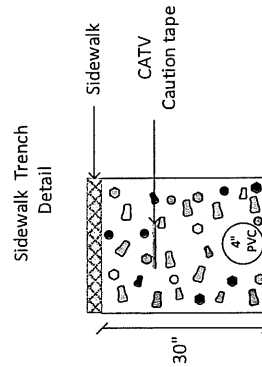
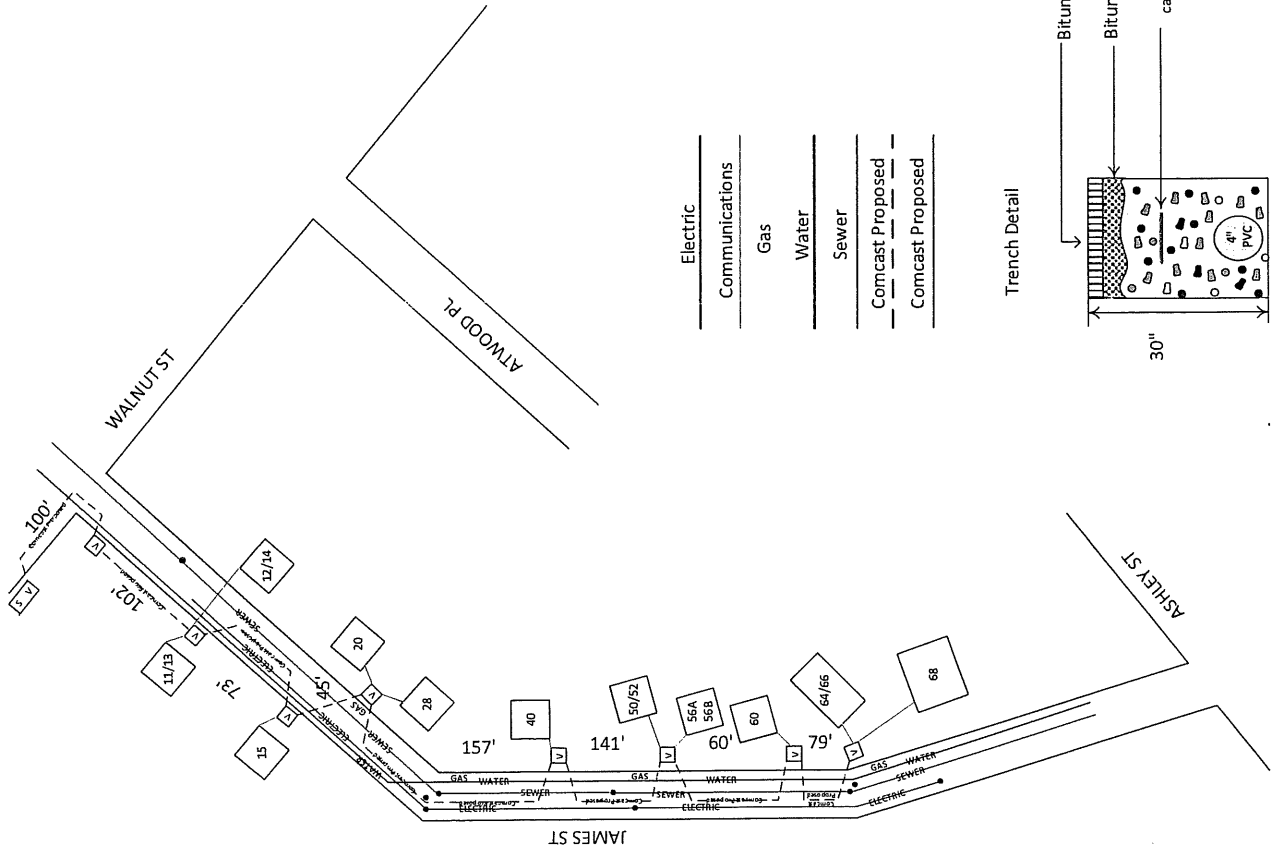
New Business: **James Street**
COMCAST

HEARING RE: To install 757' feet of 4 inches PVC conduit with fiber optic & Coax Cable line from existing Comcast vault on Walnut Street to JamesStreet.

Attachment: 7-11-2016 James St. COMCAST (3597 : James Street Utility Petition)

Construction Details

- Install 1-4" sch. 40 PVC conduit from super vault located on West Side of Walnut St by James St to the grass area on the North side of James St.
- Install 36"x48"x26" Quazite vault in grass approx. 3'-4' behind curb.
- Continue conduit down James St to front of 11-13 James St. and sweep into sidewalk.
- Install new 36"x48"x26" Quazite vault in brick sidewalk to the right of 11-13 James St.
- Install 1-2" conduit from new vault location in front of 11-13 James St. to left front corner of 12-14 James St.
- Continue 1-4" sch. 40 PVC conduit from vault in front of 11-13 James St to front of 15 James and set new 36"x38"x26" Quazite vault.
- Continue 1-4" sch. 40 PVC conduit from 15 James St to a location across James St between 20 and 28 James St and install 36"x48"x26" Quazite vault in sidewalk.
- Continue 1-4" sch. 40 PVC conduit from new vault between 20 and 28 James St to 40 James St and set new 36"x48"x26" Quazite vault in sidewalk.
- Continue 1-4" sch. 40 PVC conduit from 40 James St to an area between 50-52 James St and 56 James St and install new 36"x48"x26" Quazite vault in sidewalk.
- Continue 1-4" sch. 40 PVC conduit from area between 50-52 James St and 56 James St to area between 60 James St and 64-66 James St and install new 36"x48"x26" Quazite vault in sidewalk.
- Install new 2" Sch. 40 PVC conduit from new vault to homes along James St.





COMCAST

Drawn By: *Chris Thompson*

5/31/2016

1.1.b



City Council
36 Court Street
Springfield, MA 01103

SCHEDULED

PETITION (ID # 3598)

Meeting: 07/18/16 07:00 PM
Department: Department of Public Works
Category: Street Name Change
Prepared By: Hector Velez
Initiator: Hector Velez
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3598

Bruce Landon Way Pet#10,275

PET. NO. 10,275

CITY OF SPRINGFIELD, MASSACHUSETTS

July 11, 2016

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

The Board of Public Works, to which was referred the petition of Mayor Domenic Sarno with others, praying:

"To change the name of the public way known as Falcons Way to Bruce Landon Way from Main Street easterly to Dwight Street."

reports thereon pursuant to the Revised Ordinances of the City of Springfield, as follows:

The Board notified all known interested parties of its intent to view the premises and hold a hearing set for July 06, 2016, on the petition by mailing notices, postage prepaid, to their respective addresses of record as well as posting notices in two (2) public places and publishing in a newspaper, all at least seven (10) days prior to said date.

Pursuant to said notices and all other statutory notice requirements an open hearing on July 6, 2016 at 5:00 P.M. at the corner of Falcons Way and Main Street. Two (2) members of the Board, and One (1) persons interested in the matter were present. One (1) of the latter voted in favor of the petition and no one (0) voted in opposition thereto.

After careful consideration of the above matter, the Board is of the opinion that the name of the public way now known as Falcons Way should be changed to Bruce Landon Way from Main Street to Dwight Street.

The Board is further of the opinion that said Bruce Landon Way be renumbered in compliance with the Municipal Ordinances.

The Board recommends that the change of name become effective immediately upon passage by the City Council and approval by the Mayor.

_____))
 _____)) BOARD OF PUBLIC WORKS

PET. NO. 10,275

CITY OF SPRINGFIELD, MASSACHUSETTS

In City Council July, 18 2016

ORDERED, that the name of the public way now known as Falcons Way be and hereby is changed to " Bruce Landon Way " from Main Street to Dwight Street;

that said public way be renumbered within the aforementioned limits in compliance with the Municipal Ordinances;

that said change of name be effective immediately upon passage by the City Council and approval by the Mayor;

that, within thirty (30) days after the adoption of this order, a copy hereof certified by the City Clerk shall be recorded in the Registry of Deeds for the County of Hampden.

**NOTICE OF MEETING
CITY OF
SPRINGFIELD, MASSACHUSETTS**

PET. NO. 10,275

June 20, 2016

The Board of Public Works, to who was referred the Petition of Mayor Domenic J. Sarno and others praying:

“To change the name of the public way now known as
Falcons Way to Bruce Landon Way from Main Street to
Dwight Street.”

Hereby gives notices that said Board will meet at the corner of Falcon Way and Main Street on Wednesday, the sixth (6) of July, 2016, at Five (5:00 P.M.) o'clock in the evening.

View the premises.

Hearing all persons interested therein.

Determine whether the Board shall
recommend the proposed petition.

JOHN J. FITZGERALD)

MICHAEL E. TRIGGS)

RAYMOND A. AVEZZIE)

BOARD OF PUBLIC WORKS

Attachment: Hearing Notice Falcon's Way (3598 : Bruce Landon Way Pet#10,275)



THE CITY OF SPRINGFIELD, MASSACHUSETTS

MAYOR DOMENIC J. SARNO

HOME OF THE BASKETBALL HALL OF FAME

September 10, 2015

Chris Cignoli
Director of Public Works
70 Tapley Street
Springfield, MA 01104

Re: Request To Rename Falcons Way to Bruce Landon Way

Dear Mr. Cignoli: *Chris*

On behalf of the residents of the great City of Springfield, I am writing in full support of the petition to change the name of the public way now known as "Falcons Way" to "Bruce Landon Way" from Main Street to Dwight Street.

Since 1969, Mr. Landon has been a driving force to keep the sport of hockey alive in the City of Springfield. His unyielding commitment and love for the sport and his passion to see AHL hockey grow and succeed in our city is second-to-none.

In addition to maintaining the great tradition of Springfield hockey, Mr. Landon has been an excellent corporate citizen who has worked tirelessly to promote our City. Known as "Mr. Hockey" to many, Mr. Landon's dedication and commitment to the City of Springfield is to be commended and recognized. Therefore, it is with great pride that I fully support the renaming of this public way to "Bruce Landon Way".

Thank you for your time and attention on this matter.

Respectfully,

Domenic J. Sarno
Domenic J. Sarno
Mayor

68 Thunderbirds!

Attachment: Mayor Letter (3598 : Bruce Landon Way Pet#10,275)



City Council
36 Court Street
Springfield, MA 01103

SCHEDULED

PETITION (ID # 3600)

Meeting: 07/18/16 07:00 PM
Department: Department of Public Works
Category: General
Prepared By: Hector Velez
Initiator: Hector Velez
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3600

Mill Street Utility Petition

CITY OF SPRINGFIELD, MASSACHUSETTS

Date: June 16, 2016

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

The Board of Public Works, to which was referred the petition of Comcast of Massachusetts LL dated February 2, 2016, to install three hundred twenty (320') feet of 4" PVC conduit with fiber optic and coax cable in Mill Street , beginning at existing Comcast vault, which is located in the southerly sidewalk on Mill Street by (Springfield Plumbing Supply), then continuing with 4" PVC conduit westerly direction across on Main Street about three hundred twenty (320') feet parallel to the westerly curb one foot off curb line on Mill Street to a proposed 48"x30" vault on the sidewalk in front of building #585-551 Mill River Lane, all as substantially shown on a plan attached, dated 5/10/2016, which is incorporated herein by reference and to lay and maintain underground cables and Fiber Optic lines in public ways for the purpose to provide service to the area, reports thereon as follows:

By virtue of Chapter 708 of the Acts of 1977 the Board of Public Works held the hearing on the above matter provided for in Section 22 of Chapter 166 of the General Laws. The hearing was held on June 15, 2016 at 5:00 P.M. in the parking lot front of 585 Mill River Lane after, due notice from the office of the City Clerk. Three (3) members of the Board and two (2) person interested in the matter were present. Of the latter, two (2) voted in favor of and no-one (0) voted against.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____	)	
_____	)	BOARD OF PUBLIC WORKS
_____	)	

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

DATE: June 1, 2016

TO: Anthony I Wilson, Esquire.
City Clerk

FROM: Hector Velez, DPW Engineer
on behalf of BPW

DEPARTMENT: City Clerk **SUBJECT:** Board's agenda for:
June 15, 2016

NOTICE OF MEETING

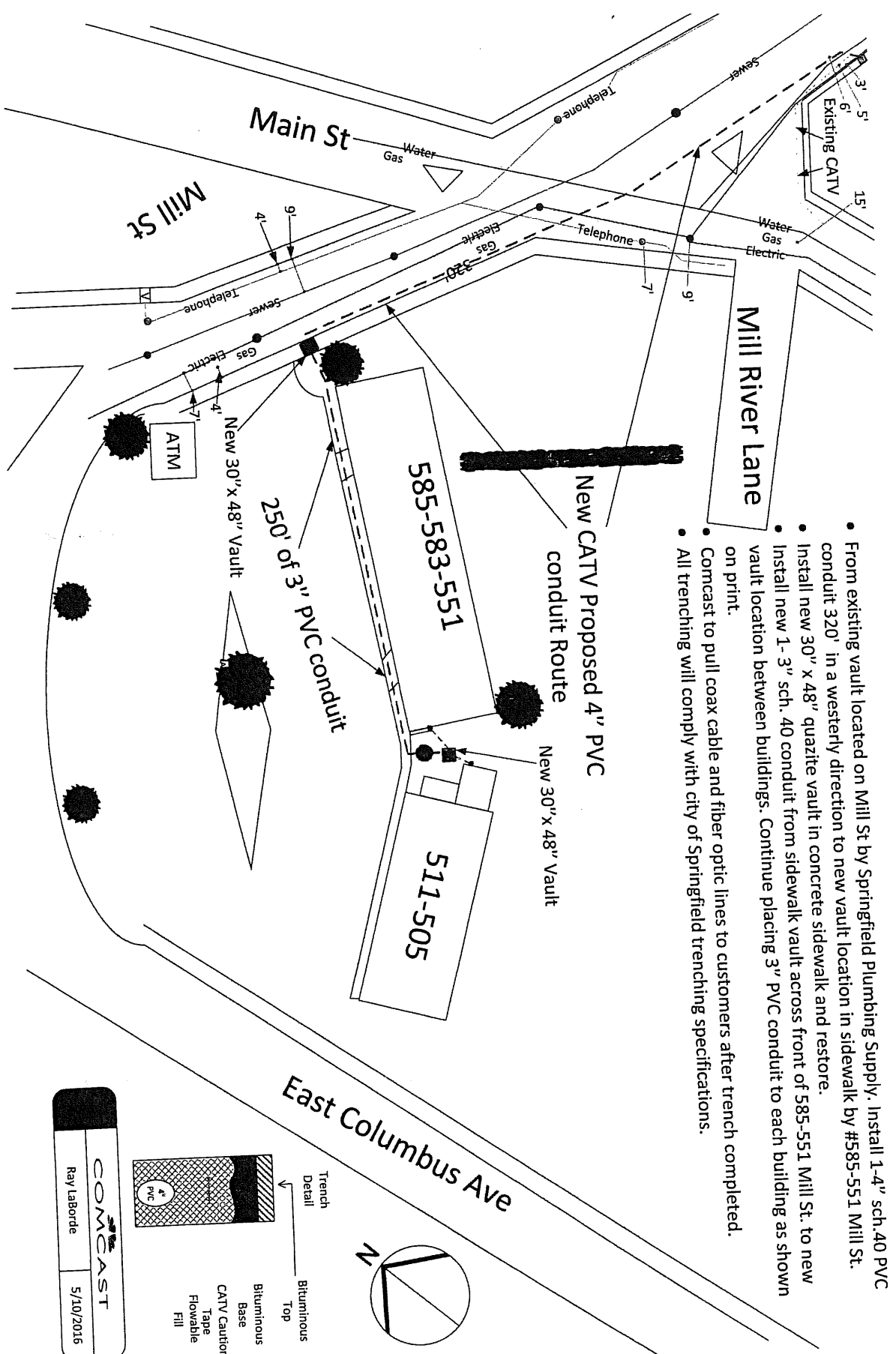
Wednesday- June 15, 2016 – On parking lot, front of 585 Mill River Lane Springfield, MA at 5:00 P.M

Minutes of Previous Meeting
Communications
Old Business

New Business: **Mill Street**
COMCAST

HEARING RE: To install 320 feet of 4 inches conduit with fiber optic & Coax Cable line on Mill Street.

Attachment: 6-15-2016 Mill STREET COMCAST (3600 : Mill Street Utility Petition)



- From existing vault located on Mill St by Springfield Plumbing Supply. Install 1-4" sch.40 PVC conduit 320' in a westerly direction to new vault location in sidewalk by #585-551 Mill St.
- Install new 30" x 48" quazite vault in concrete sidewalk and restore.
- Install new 1-3" sch. 40 conduit from sidewalk vault across front of 585-551 Mill St. to new vault location between buildings. Continue placing 3" PVC conduit to each building as shown on print.
- Comcast to pull coax cable and fiber optic lines to customers after trench completed.
- All trenching will comply with city of Springfield trenching specifications.



City Council

SCHEDULED

Meeting: 07/18/16 07:00 PM
Initiator: Christopher Fraser
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3605

4

MassWorks Infrastructure Grant - No Match - \$2,770,000 (Mayor Sarno)

WHEREAS, the Office of Planning and Economic Development ("Department") has been awarded a "MassWorks Infrastructure Grant" of \$2,770,000 from the Massachusetts Executive Office of Housing and Economic Development; and

WHEREAS, the purpose of the grant program is to provide public infrastructure funding to support economic development and job creation; and

WHEREAS, the Department intends to use the grant funds to reconfigure the City's Six Corner's intersection, aimed at enhancing both the safety and appearance of the intersection; 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:

MassWorks Infrastructure Grant - No Match - \$2,770,000



Commonwealth of Massachusetts
**EXECUTIVE OFFICE OF
HOUSING & ECONOMIC DEVELOPMENT**
ONE ASHBURTON PLACE, ROOM 2101
BOSTON, MA 02108
www.mass.gov/eohed

CHARLES D. BAKER
GOVERNOR

KARYN E. POLITO
LIEUTENANT GOVERNOR

JAY ASH
SECRETARY

TELEPHONE
(617) 788-3610

FACSIMILE
(617) 788-3605

October 29, 2015

Mayor Domenic J. Sarno
City of Springfield
70 Tapley Street
Springfield, MA 01107

Dear Mayor Sarno,

Thank you for submitting an application for consideration during the 2015 MassWorks Infrastructure Program funding round.

On behalf of the Baker-Polito Administration, I would like to congratulate you on the Six Corners Infrastructure Improvements Project for being selected for a \$2,770,000 MassWorks Infrastructure Program grant. The Executive Office of Housing and Economic Development (EOHED) received 101 applications requesting \$245 million in funding and the selection process was highly competitive.

The City of Springfield should not proceed with any work to be reimbursed through the MassWorks Infrastructure Program until that contract has been fully executed by EOHED and the City of Springfield. This letter is not binding on EOHED, does not confer any rights to the City of Springfield, and shall be superseded by such contract upon execution.

MassWorks staff will be in touch with you soon to discuss next steps. If in the meantime you have any questions about the award, please feel free to contact the program staff at 617-788-3631 or by email at MassWorks@state.ma.us.

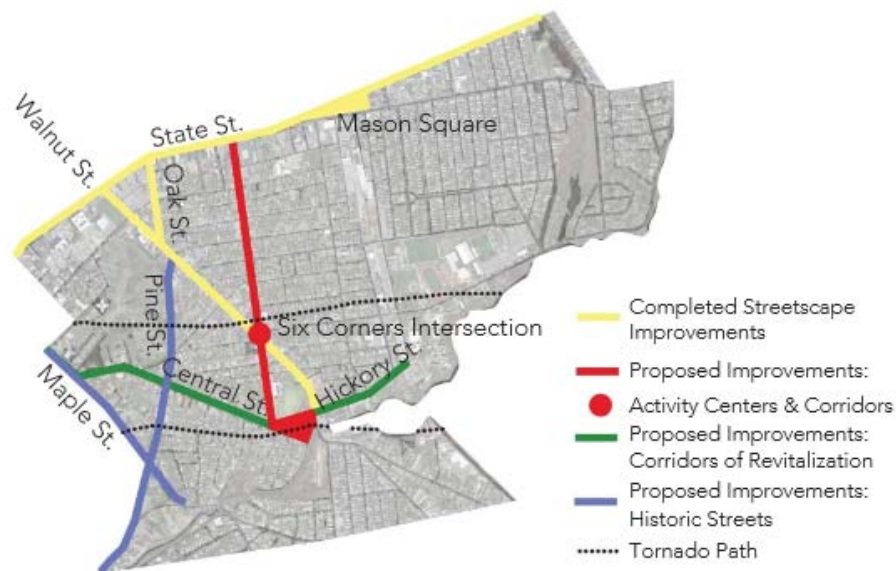
We look forward to working with you to advance this important project.

Sincerely,

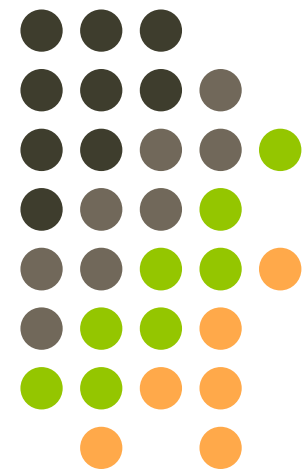
A handwritten signature in black ink that reads "Jay Ash".

Secretary Jay Ash
Executive Office of Housing & Economic Development

Six Corners Intersection Design History



Design History & Project Briefing



Six Corners Design History

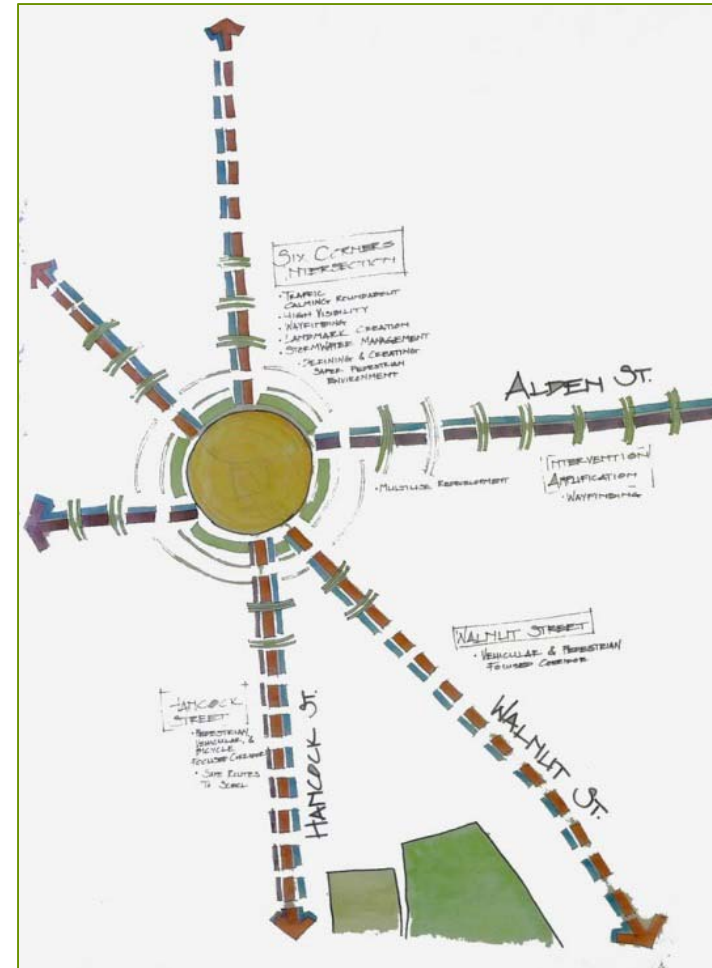
- Design has been a five-year process, current concept came from the neighborhood working with local students
- Entire process began before the June, 2011 tornado
- Concept work incorporated several neighborhood and public meetings
- Project recently fully funded through State grant award



Student work session with residents (2010-11) at Mason Wright Retirement Community

Design History: 2010-2011

- Began with a 2010 Fall Studio neighborhood planning project between UMASS Design Center students and the Six Corners neighborhood council and residents
- Six Corners intersection became a focus due to unusual configuration and significant accident history (one of the top crash sites in the region)
- Students worked with residents to determine ideas to improve safety, look, and connectivity of intersection and area
- Preferred design was roundabout concept



Early sketch from neighborhood meetings

UMASS Final Report (2011)

An overall master plan for Six Corners and Alden street addresses challenges for the neighborhood, including safety, economic sustainability, hydrologic health, and social connection.

The Six Corners intersection is clarified for traffic while simultaneously slowing it down and decreasing pedestrian-vehicle conflict. It provides space for economic sustainability in the form of small businesses, providing goods and services to the people of the neighborhood, as well as pleasant places for people to gather.

Six Corners connects to Alden Street, which has become a showpiece for the neighborhood. A woonurf-inspired design for Alden significantly calms traffic and increases walkability for residents and visitors while significantly improving stormwater management and allowing for infiltration.

A community open space adjacent to Springfield College provides a common ground for both residents and the College. Infill includes family student housing to further form and strengthen connections between neighbors as well as Springfield College students.

This master plan forms a strong visual and spatial identity for the neighborhood while providing hydrologic benefits to the overall ecologic system. Proposed improvements to Six Corners / Alden Street will allow people to move safely within their neighborhood. They will be able to connect with each other and other Springfield neighborhoods, while having much-needed access to goods and services necessary for their day-to-day lives.



Image from Six Corners report of UMASS Design Center (2011)

Design History: 2011-2012

- Post-tornado, the city and its affected neighborhoods mobilized and began the largest planning process in the city's history – over 3,000 residents participating
- The plan examined improvements throughout the path of tornado, and divided the city into three “districts” – Six Corners being “District 2”
- Meetings were held with residents both by district and citywide
- District 2 report agreed with UMASS/neighborhood findings regarding Six Corners intersection



Rebuild Springfield Master Plan (Feb. 2012)

Rebuild Springfield Plan (2012)

Invest in Quality Neighborhoods

Streetscape Improvements



The city-wide planning process is organized according to the six domains of a healthy and vibrant community. Domains that are positively impacted by the Initiative described on this page are indicated above.

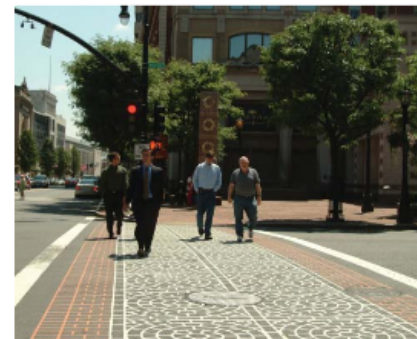
- **Activity Centers and Corridors:** Six Corner Intersection, Watershops Armory Area, Hancock Street, and Walnut Street
- **Corridor of Revitalization:** Central Street and Hickory Street
- **Historic Streets:** Maple Street and Pine Street

District 2 residents have expressed a desire for a more walkable neighborhood, a more attractive neighborhood, improved public safety, and support for local business. Streetscape improvements present an opportunity to support all of these efforts and maximize economic development potential.

Streetscape improvements can enhance the walkability of the district through repaired and widened sidewalks, benches, landscaping, and other pedestrian amenities. Better lighting, signage, thoughtful street design, and increased pedestrian and business activity along the street all contribute to safer neighborhoods.

Targeted streetscape improvements also demonstrate public commitment to the area, help to improve the image and perception of a place, and can spur private investment, particularly when they are strategically coordinated with other development activity or investments in public facilities (schools, community centers, and parks, for example).

Tornado-impacted areas in District 2 include several locations with inefficient, confusing, and potentially unsafe intersections that also happen to be located within existing activity centers or corridors (particularly the Six Corners intersection and the Watershops Armory area where Walnut, Hickory, Allen, Central, and Rifle Streets converge). Streetscape improvements in these locations can improve connectivity and safety by reorienting streets and intersections to simplify traffic flow, provide mobility options with better pedestrian and bicycle amenities, and reinforce these activity centers and corridors as attractive, lively, connected destinations.



***District 2 report referred to intersections in district as “confusing, inefficient, and unsafe”*

Rebuild Springfield Plan (2012)

maximized by strategically coordinating with other development in a mutually beneficial way.

This coordination also presents an opportunity for creative private funding. Streetscape improvements can be incorporated into new development projects (particularly for commercial and mixed-use projects) provided a plan and standards are in place to ensure compatibility throughout the District. New and existing business owners may be interested in cooperating with the City to improve or maintain the streetscapes adjacent to their storefronts to a standard beyond what the City could implement alone. While cooperative maintenance agreements have been successful in other places, such an approach requires a straightforward and user-friendly approach that does not discourage private participation in improving the public realm. For arterial streets such as Hancock Street and Walnut Street, state funding is also potentially available for streetscape improvements.

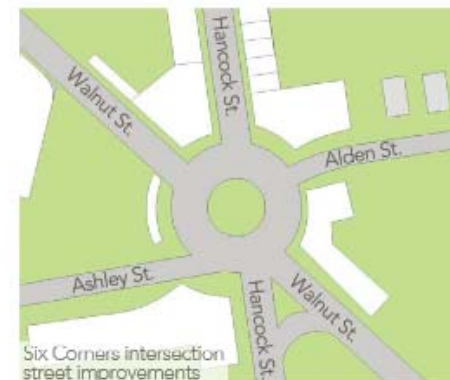
While enhanced streetscapes could provide benefits throughout the district, this initiative identifies strategic locations where opportunities exist to coordinate public infrastructure investment with other community assets and rebuilding efforts. Recognizing the recent improvements to State Street, Walnut Street, and Oak Street, and acknowledging that additional

improvements may be appropriate in the long term (particularly along Walnut Street), this initiative focuses on other locations as the highest priorities for additional investment that can complement existing improvements.

Activity Centers and Corridors: Six Corners Intersection, Watershops Armory Area, Hancock Street, and Walnut Street

Streetscape improvements at the Six Corners intersection could support this neighborhood activity center at the junction of several key streets in the area, and potentially improve the circulation and traffic flow as well by reconfiguring this intersection as a roundabout. A project like this has the potential to redefine the character of the intersection in coordination with development opportunities for adjacent vacant or underutilized space. The "Six Corners Intersection" Implementation Opportunity under the "Enhanced Neighborhood Businesses" initiative provides a visual depiction of how these improvements might work.

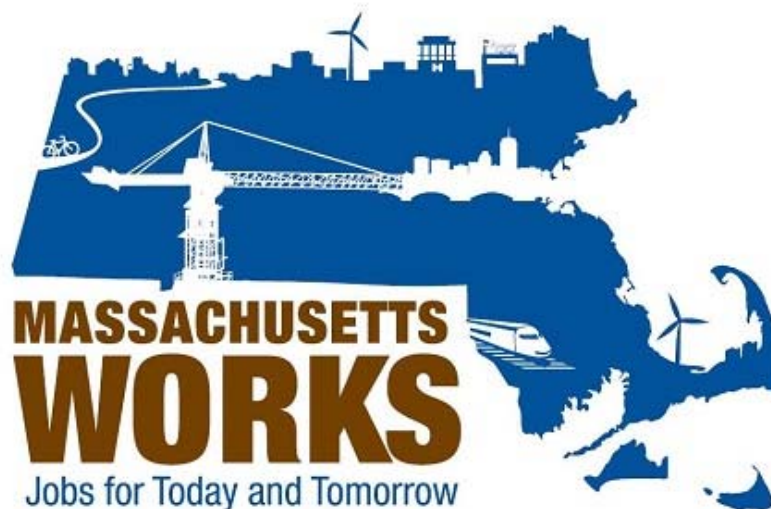
The commercial activity center just west of the Watershops Armory, bounded by Central Street, Rifle Street, Allen Street, and Hickory Street also has the potential for transformation in coordination with streetscape improvements. The intersection of Hancock Street, Hickory Street, and Central Street could be reconfigured so that



****Plan says roundabout plan "has the potential to redefine the character of the intersection"**

Design History: 2013-2015

- Rebuild Plan recommended as an action step to bring roundabout plan into full design
- City was awarded HUD CDBG – Disaster Recovery Funding in 2013
- That funding has been utilized for a host of projects – including the recommended additional design work of the roundabout plan
- The design was then submitted for MassWorks construction funding in 2014 (not awarded) and 2015 (awarded)

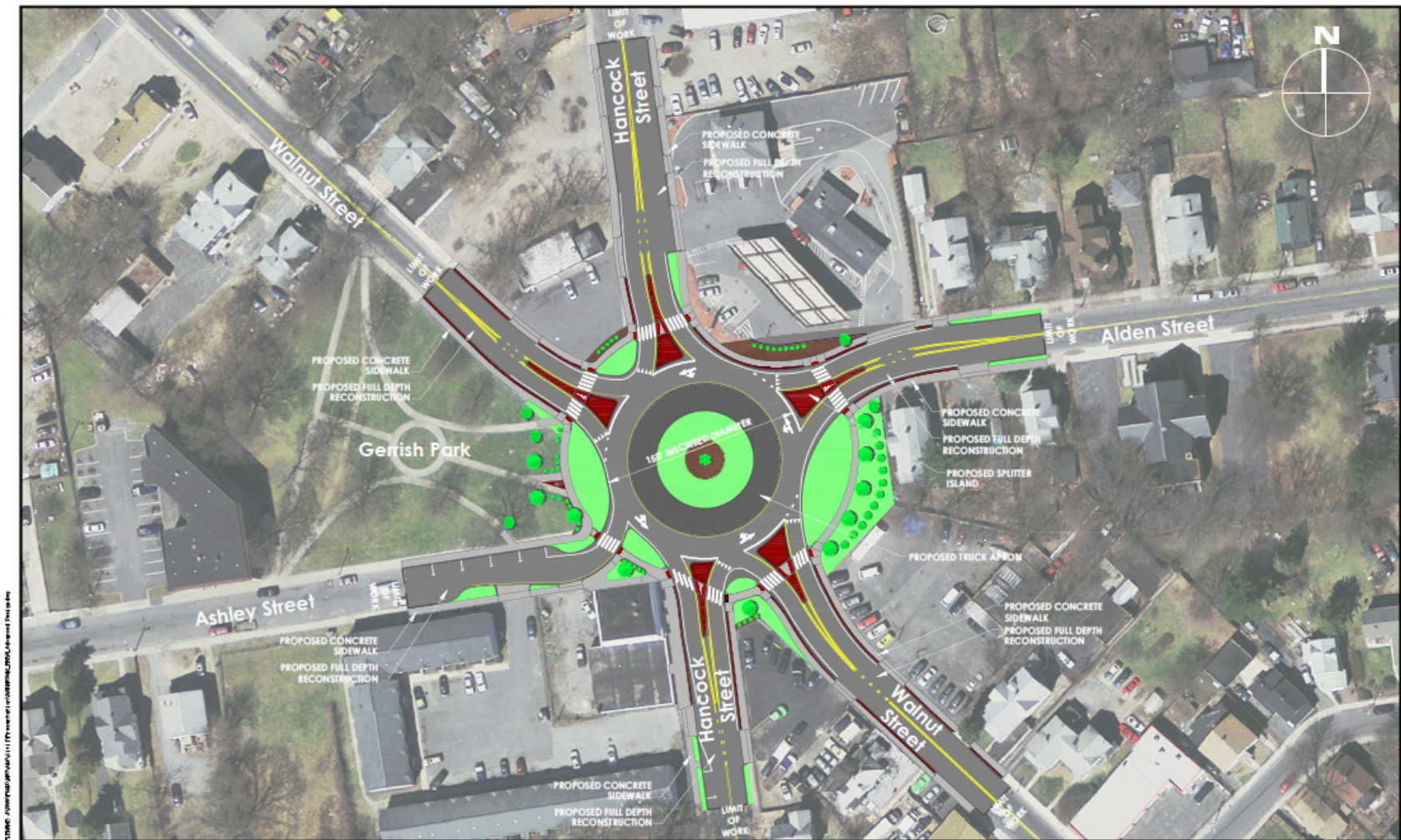


Design Status

- Project fully funded with MassWorks grant
- Design nearing completion
- Construction scheduled to begin later this year
- Construction completion: 2017
- Currently seeking public feedback on design elements



Current Design



Six Corners Intersection Improvements, Walnut Street - Springfield, MA

PROJ. NO: 20121457.A40
August 2014

Figure:
A

Attachment: Six Corners Design History (3605 : MassWorks Infrastructure Grant - No Match - \$2,770,000)

Center of Circle?

- Could become iconic landmark for neighborhood
- View corridor on approach from Springfield College, Watershops, Walnut Street
- Could be a piece of sculpture, statue of important person to neighborhood, veterans memorial, landscaping element, etc.
- Neighborhood subcommittee to develop ideas?



Musician Taj Mahal – Raised in Old Hill



Primus P. Mason



Basketball – Springfield College history

Center of Circle – Other examples

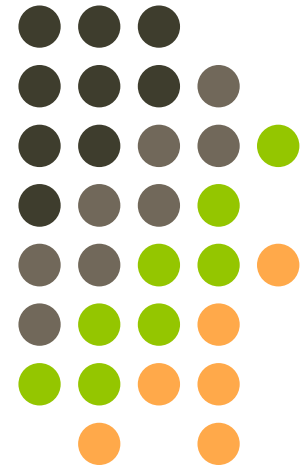
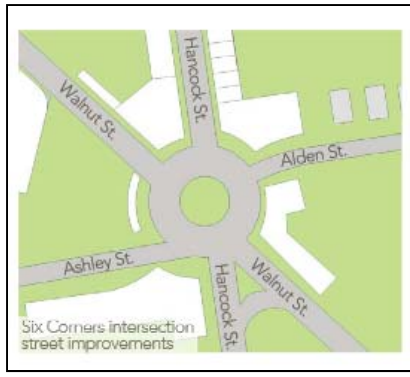
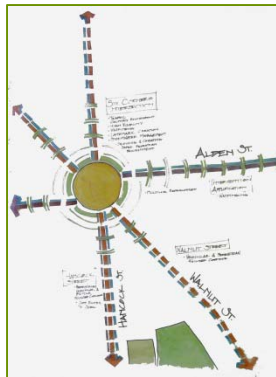


Next Steps

Summer: Finalize Design

Aug-Dec: ROW Due Diligence activities

Winter/Spring, 2017: Project bidding





City Council

SCHEDULED

5

Meeting: 07/18/16 07:00 PM
Initiator: Christopher Fraser
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3587

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

WHEREAS, the Dispatch Department ("Department") anticipates being awarded an "FY 2017 State 911 Department Support & Incentive Grant" of \$663,262.00 from the Massachusetts Executive Office of Safety and Security; and

WHEREAS, the grant is awarded to the Department each year and is intended to support the City's dispatch center; and

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

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

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

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

State 911 Support Incentive Grant \$663,262

FY 2017

Commonwealth of Massachusetts**Executive Office of Public Safety and Security
State 911 Department****Public Safety Answering Point and Regional Emergency Communication Center
Support and Incentive Grants
Guidelines and Application Package
Fiscal Year 2017****Charles D. Baker
Governor****Daniel Bennett
Secretary, Executive Office of Public Safety and Security****Frank Pozniak
Executive Director, State 911 Department****151 Campanelli Drive, Suite A
Middleborough, MA 02346
Phone (508) 828-2911
Fax (508) 828-2585
www.mass.gov/e911**

**All applications shall be mailed or hand delivered.
No applications will be accepted via fax or email.
All applications shall be received by 5:00 P.M. on Friday, March 31, 2017.**

Attachment: FY17 Dispatch Support Grant Info (3587 : Dispatch Support & Incentive Grant - No Match - \$663,262)

FY 2017

WHAT'S NEW for the Fiscal Year 2017 State 911 Department PSAP and RECC Support and Incentive Grants

- \$ 22,435,861 allocated to grant for Fiscal Year 2017 (p. 6).
- Change in Call Volume Year (2015 Call Volume). (p. 6)
- Grantees that would be adversely impacted by use of 2015 call volume will receive the allocation equivalent to their Fiscal Year 2016 award (p. 6).
- Reimbursement may be allowed for straight time costs for on the job training for new telecommunicators who are in the process of obtaining certification (p. 8).
- Extension requests shall be submitted by March 30, 2017 (p. 11).
- Only one original completed application is required (no extra copies are required) (p. 11).
- Application deadline of March 31, 2017 (p. 12).
- Budget modification percentages increased from 10% to 25% (p. 13).
- Year end budget modifications shall be submitted by April 14, 2017 (p. 14).
- All reimbursement requests shall be submitted by September 30, 2017 (p. 14).
- State agencies shall submit, as part of the application, a semi-annual breakdown of expenses. The State 911 Department will execute semi-annual ISAs with state agencies to ensure compliance with the Comptroller's directives (p. 15).
- State agencies shall submit all required documentation within thirty (30) days of the end of each semi-annual period (p. 16)
- Timelines for review of budget modifications and reimbursement requests have been removed (p. 17).

FY 2017

For additional assistance, please refer to the following State 911 Department contact list:

Name	Resource	Contact Number	E-Mail
Cindy Reynolds	Questions regarding application process, budget modifications	508-821-7299	911DeptGrants@state.ma.us
Michelle Hallahan	Questions regarding eligibility and process for reimbursements	508-821-7216	Michelle.Hallahan@state.ma.us
	Adding Enhanced 9-1-1 telecommunicators to a grant after contract award		911DeptGrants@state.ma.us
Karen Robitaille	Grant Informational/Training Sessions	508-821-7221	Karen.Robitaille@state.ma.us

All applications shall be submitted to:

**State 911 Department
151 Campanelli Drive, Suite A
Middleborough, MA 02346**

Attachment: FY17 Dispatch Support Grant Info (3587 : Dispatch Support & Incentive Grant - No Match - \$663,262)

FY 2017

ENTITY	Allocation Amount	Support	2	3-9	10+	RECC
SCITUATE	\$36,076	\$36,076				
SEEKONK	\$37,341	\$37,341				
SHARON	\$34,559	\$34,559				
SHELBURNE FALLS MSP	\$691,454	\$104,110			\$587,344	
SHERBORN	\$16,634	\$16,634				
SHIRLEY	\$20,810	\$20,810				
SHREWSBURY	\$75,410	\$75,410				
SOMERSET	\$45,601	\$45,601				
SOMERVILLE	\$186,976	\$186,976				
SOUTH HADLEY	\$44,582	\$44,582				
SOUTH SHORE RECC	\$667,485	\$120,882				\$546,603
SOUTH WORCESTER CTY RECC	\$260,739	\$67,972				\$192,767
SOUTHAMPTON	\$18,307	\$18,307				
SOUTHBOROUGH	\$27,660	\$27,660				
SOUTHBRIDGE	\$44,952	\$44,952				
SOUTHWICK	\$28,148	\$28,148				
SPENCER	\$36,280	\$36,280				
SPRINGFIELD	\$663,262	\$663,262				
STERLING	\$21,904	\$21,904				
STONEHAM	\$52,920	\$52,920				
STOUGHTON	\$62,902	\$62,902				
STOW	\$19,189	\$19,189				
STURBRIDGE	\$29,006	\$29,006				
SUDBURY	\$35,370	\$35,370				
SUTTON	\$23,896	\$23,896				
SWANSEA	\$36,581	\$36,581				
TAUNTON	\$153,728	\$153,728				
TEMPLETON	\$119,503	\$18,408				\$101,095
TEWKSBURY	\$71,660	\$71,660				
TOWNSEND	\$24,533	\$24,533				
TRURO	\$13,016	\$13,016				
TYNGSBOROUGH	\$27,872	\$27,872				
UPTON	\$54,376	\$26,411	\$ 27,965			
UXBRIDGE	\$35,390	\$35,390				
WACHUSETTS RECC	\$148,976	\$40,595				\$108,381
WAKEFIELD	\$58,916	\$58,916				
WALPOLE	\$56,358	\$56,358				
WALTHAM	\$152,176	\$152,176				
WARE	\$25,003	\$25,003				
WAREHAM	\$58,223	\$58,223				
WARREN	\$18,231	\$18,231				
WATERTOWN	\$81,507	\$81,507				
WAYLAND	\$32,913	\$32,913				
WELLESLEY	\$61,359	\$61,359				
WEST BOYLSTON	\$23,583	\$23,583				

Attachment: FY17 Dispatch Support Grant Info (3587 : Dispatch Support & Incentive Grant - No Match - \$663,262)



City Council

SCHEDULED

Meeting: 07/18/16 07:00 PM
Initiator: Melanie Acobe
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3595

6

MOCHA Grant Acceptance - No Match Required \$499,911 (Mayor Sarno)

WHEREAS, the Springfield Health and Human Services (SHHS) Department ("Department") has been awarded a Men of Color Health Awareness (MOCHA) Grant of \$499,911.00 from the University of Massachusetts from June 10, 2016 through January 31, 2021; and

WHEREAS, the purpose of the grant is to investigate chronic disease prevention in older, low income African American men; and

WHEREAS, the Department intends to use the grant funds for this purpose; 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:

MOCHA Grant Acceptance - No Match Required \$499,911.00



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 6/20/2016

Department Requesting Grant Setup SHHS

Department Phone # (Please include extension) 6710

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

Was this Grant previously setup for a prior fiscal year? 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
XX Federal – City
State DOE– School
State Other – School
State – City
Private/Other

Grant Name: MOCHA

Total Grant Amount Awarded: ~~\$100,000.00~~ \$499,911

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	University of Massachusetts
Contact Person	Louis Graham
Street Address	Community Health Education, School of Public Health and Health Science
City, State, Zip Code	University of MA, Amherst, MA
Telephone	
Fax	
E-Mail	LFGraham@schoolph.mass.edu

Actual Award Date 6/20/2016

Board Approval Date

Start Date 6/10/2016

Expiration Date 1/31/2017

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

MOCHA – To investigate chronic disease prevention in older, low income African American men

Comments re: Conditions/Restrictions of Grant

See budget

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

What is the required drawdown frequency?

(Ex: Monthly, Quarterly) Monthly

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

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

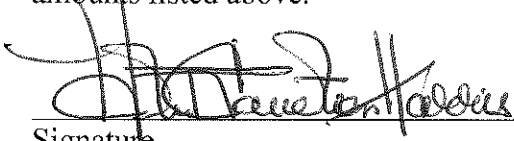
Please list all object codes needed for the grant.
(Attach additional sheets if additional orgs and roll-ups are needed):

Org Code:

Object Codes:

Budget Roll-Up Codes: YES

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


Signature

6/24/2016
Date

Please attach the following documents:

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

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

Scope of Work

To achieve the research objectives described in the full “MOCHA Moving Forward” research grant proposal funded by the National Institute on Minority Health & Health Disparities, the University of Massachusetts, Amherst, enters into this sub-contract with the City of Springfield, MA (“City”) to secure the following services:

The City will be responsible for assuring and monitoring the successful completion of all project-related activities pertaining to the Men of Color Health Awareness (MOCHA) project, as specified in the full “MOCHA Moving Forward” research grant proposal, including

- the recruitment of project participants for individual interviews, participation in the Digital StoryTelling workshops, and the three-year Randomized Controlled Trial (RCT) scheduled for Years 2.5 – 4.5;
- collaboration by MOCHA Steering Committee members in the collection of data pertaining to the Research Aims and Objectives, specifically, individual interviews, DST workshops, and pre/post data on the effects of participation in the MOCHA program;
- the implementation of four cohorts per year with 20-25 participants of the MOCHA program in Y2.5-Y4.5 (for a total of 12 cohorts and approximately 280 participants);
- regular monthly meetings of the MOCHA Steering Committee throughout the course of the project;
- quarterly meetings of the Community Advisory Board (including meeting space and refreshments); and the development and dissemination of community education materials;
- the completion of monthly reports by the Project Coordinator on all project activities completed during the previous month; and
- the documentation of timesheets and other project expenditures.

In addition, the City will be responsible for all aspects of the administration of this contract pertaining to support for the Men of Color Health Awareness (MOCHA) project, including the appointment of three project staff members onto the City payroll (Project Coordinator, Outreach Coordinator, and Secretary); providing stipends to projects participants; providing stipends to MOCHA Steering Committee members; issuing and paying sub-contracts to consultants, including Men’s Resource International; reimbursing staff for local travel costs; and paying for/reimbursing vendors for the costs of outreach and marketing materials and supplies in support of the accomplishment of the research objectives.

MOCHA CBPR Research Project Budget

A/B Personnel

Project Coordinator (0.5FTE @ \$60k)	19,250	30,600	31,212	31,836	32,473
Outreach Coordinator (10 hrs/wk at \$25/hr)	8,021	12,750	13,005	13,265	13,530
Administrative Support (13 hrs/week at \$20/hour)	8,675	13,790	14,066	14,348	14,634
Sub-total	35,946	57,140	58,283	59,449	60,638

C. Fringe

Proj Coor	5,775	9,180	9,364	9,551	9,742
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D. Travel

	1,000	1,000	1,000	1,000	1,000
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E. Participant Costs

Stipends (\$100 in Y1 & 2; \$155/participant in Y3-5)	1,500	2,500	12,400	12,400	12,400
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F. Other Direct Costs

Steering Committee (8)	5,647	8,800	8,800	8,800	8,800
Consultants					
Trainings	3,000	3,000			
Men's Resource Center		4,000	8,000	8,000	4,000
Editorial Consultant					2,000
Outreach and Marketing Campaign and Events	8,500	2,000	1,000	1,000	1,000
Intervention Materials			2,000	2,000	2,000
Hosting (food, space, rental)	1,500	2,000	2,000	2,000	2,000
Tablet	2,000				
Materials and Supplies	1,500	1,500	1,500	1,000	1,000
Subtotal	22,147	21,300	23,300	22,800	20,800
Subtotal	66,368	91,120	104,347	105,200	104,580
Indirects (6%)	3,982	5,467	6,261	6,312	6,275
TOTAL	70,350	96,588	110,608	111,512	499,911



Notice of Award
RESEARCH PROJECT COOPERATIVE AGREEMENT Federal Award Date: 06/10/2016
 Department of Health and Human Services
 National Institutes of Health



NATIONAL INSTITUTE ON MINORITY HEALTH AND HEALTH DISPARITIES

Grant Number: 1U01MD010618-01
FAIN: U01MD010618

Principal Investigator(s):
 LOUIS F. GRAHAM (contact), DPH
 DAVID R. BUCHANAN, DPH

Project Title: MOCHA Moving Forward: a CBPR investigation of chronic disease prevention in older, low-income African-American men

Ms. Sprague, Carol P.
 Director, Office of Grant and Contract Admin.
 Research Administration Building
 70 Butterfield Terrace
 Amherst, MA 010039242

Award e-mailed to: ogca@research.umass.edu

Period Of Performance:
Budget Period: 06/10/2016 – 01/31/2017
Project Period: 06/10/2016 – 01/31/2021

Dear Business Official:

The National Institutes of Health hereby awards a grant in the amount of \$429,172 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to UNIVERSITY OF MASSACHUSETTS AMHERST in support of the above referenced project. This award is pursuant to the authority of 42 USC 241 31 USC 6305 42 CFR 52 and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

Each publication, press release, or other document about research supported by an NIH award must include an acknowledgment of NIH award support and a disclaimer such as "Research reported in this publication was supported by the National Institute On Minority Health And Health Disparities of the National Institutes of Health under Award Number U01MD010618. The content is solely the responsibility of the authors and does not necessarily represent the official views of the National Institutes of Health." Prior to issuing a press release concerning the outcome of this research, please notify the NIH awarding IC in advance to allow for coordination.

Award recipients must promote objectivity in research by establishing standards that provide a reasonable expectation that the design, conduct and reporting of research funded under NIH awards will be free from bias resulting from an Investigator's Financial Conflict of Interest (FCOI), in accordance with the 2011 revised regulation at 42 CFR Part 50 Subpart F. The Institution shall submit all FCOI reports to the NIH through the eRA Commons FCOI Module. The regulation does not apply to Phase I Small Business Innovative Research (SBIR) and Small Business Technology Transfer (STTR) awards. Consult the NIH website <http://grants.nih.gov/grants/policy/coi/> for a link to the regulation and additional important information.

If you have any questions about this award, please contact the individual(s) referenced in Section IV.

Sincerely yours,

Priscilla Grant
Grants Management Officer
NATIONAL INSTITUTE ON MINORITY HEALTH AND HEALTH DISPARITIES

Additional information follows



City Council

SCHEDULED

Meeting: 07/18/16 07:00 PM

Initiator: Melanie Acobe

Sponsors: Mayor Domenic J. Sarno

DOC ID: 3596

7

Oral Health Services Expansion Grant Acceptance - No Match Required \$350,000.00 (Mayor Sarno)

WHEREAS, the Springfield Health and Human Services Department ("Department") has been awarded a Oral Health Services Expansion Grant of \$350,000.00 from the U.S. Department of Health and Human Services Health Resources and Services Administration (HRSA); and

WHEREAS, the purpose of the grant is to provide support for the Springfield Health Services for the Homeless (HSH) Dental Clinics; and

WHEREAS, the Department intends to use the grant funds to hire a full-time dentist who will see patients five (5) days a week, hire a dental care coordinator/case manager, expand dental services, purchase dental records software and digital imaging systems; 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:

**Oral Health Services Expansion Grant Acceptance - No Match Required
\$350,000.00**



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 6/21/2016

Department Requesting Grant Setup SHHS

Department Phone # (Please include extension) 6710

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

Was this Grant previously setup for a prior fiscal year? 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

XX

Federal – City

State DOE– School

State Other – School

State – City

Private/Other

Grant Name: ORAL HEALTH SERVICES EXPANSION GRANT

Total Grant Amount Awarded: \$ 350,000.00

Is this a Reimbursable Grant?

(Y/N) YES

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

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

Grantor is already in the customer file:

Entity Name	HRSA
Contact Person	Sheryl Alexander
Street Address	MailStop Code: 3M90 BPHC/ONHS 61 Forsyth Street, SW
City, State, Zip Code	Atlanta, GA 30303
Telephone	.404-562-4128
Fax	
E-Mail	

Actual Award Date 6/07/2016

Board Approval Date

Start Date 7/1/2016

Expiration Date 6/30/2017

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

Oral Health Expansion Service

Comments re: Conditions/Restrictions of Grant

See Budget

If this is a Federal Grant, enter CFDA#: 93.224

If applicable enter the State ID # :

What is the required drawdown frequency?

(Ex: Monthly, Quarterly) Quarterly

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

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

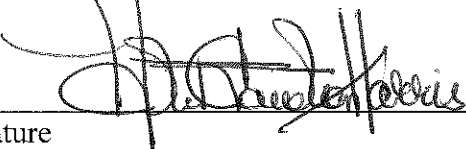
Please list all object codes needed for the grant.
(Attach additional sheets if additional orgs and roll-ups are needed):

Org Code:

Object Codes:

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

6/24/2016

Date

Please attach the following documents:

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

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

1. DATE ISSUED: 06/07/2016		2. PROGRAM CFDA: 93.224		 U.S. Department of Health and Human Services HRSA Health Resources and Services Administration NOTICE OF AWARD AUTHORIZATION (Legislation/Regulation) Public Health Service Act, Title III, Section 330 Public Health Service Act, Section 330, 42 U.S.C. 254b Affordable Care Act, Section 10503 Public Health Service Act, Section 330, 42 U.S.C. 254, as amended. Authority: Public Health Service Act, Section 330, 42 U.S.C. 254b, as amended Public Health Service Act, Section 330, 42 U.S.C. 254b, as amended Public Health Service Act, Section 330(e), 42 U.S.C. 254b Section 330 of the Public Health Service Act, as amended (42 U.S.C. 254b, as amended) and Section 10503 of The Patient Protection and Affordable Care Act (P.L. 111-148) Section 330 of the Public Health Service Act, as amended (42 U.S.C. 254b) Public Health Service Act, Section 330, as amended (42 U.S.C. 254b) Section 330 of the Public Health Service (PHS) Act, as amended (42 U.S.C. 254b, as amended) Section 330 of the Public Health Service Act, as amended (42 U.S.C. 254b, as amended)							
3. SUPERSEDES AWARD NOTICE dated: 05/11/2016 except that any additions or restrictions previously imposed remain in effect unless specifically rescinded.											
4a. AWARD NO.: 3 H80CS00001-15-01		4b. GRANT NO.: H80CS00001				5. FORMER GRANT NO.: H66CS00329					
6. PROJECT PERIOD: FROM: 11/01/2001 THROUGH: 01/31/2019											
\$ 350,000 ORAL EXPANSION 7. BUDGET PERIOD: FROM: 06/01/2016 THROUGH: 01/31/2017											
8. TITLE OF PROJECT (OR PROGRAM): HEALTH CENTER CLUSTER											
9. GRANTEE NAME AND ADDRESS: CITY OF SPRINGFIELD, MASSACHUSETTS 95 STATE STREET SPRINGFIELD, MA 01103-2073 DUNS NUMBER: 198910523 BHCMIS # 010120				10. DIRECTOR: (PROGRAM DIRECTOR/PRINCIPAL INVESTIGATOR) HELEN R CAULTON-HARRIS CITY OF SPRINGFIELD, MASSACHUSETTS 95 State St Springfield, MA 01103-2073							
11. APPROVED BUDGET: (Excludes Direct Assistance) ☐ Grant Funds Only ☒ Total project costs including grant funds and all other financial participation				12. AWARD COMPUTATION FOR FINANCIAL ASSISTANCE:							
a. Salaries and Wages : \$0.00 b. Fringe Benefits : \$0.00 c. Total Personnel Costs : \$0.00 d. Consultant Costs : \$0.00 e. Equipment : \$0.00 f. Supplies : \$0.00 g. Travel : \$0.00 h. Construction/Alteration and Renovation : \$0.00 i. Other : \$1,563,523.00 j. Consortium/Contractual Costs : \$0.00 k. Trainee Related Expenses : \$0.00 l. Trainee Stipends : \$0.00 m. Trainee Tuition and Fees : \$0.00 n. Trainee Travel : \$0.00 o. TOTAL DIRECT COSTS : \$1,563,523.00 p. INDIRECT COSTS (Rate: % of S&W/TADC) : \$0.00 q. TOTAL APPROVED BUDGET : \$1,563,523.00 i. Less Non-Federal Share: \$0.00 ii. Federal Share: \$1,563,523.00				a. Authorized Financial Assistance This Period \$1,563,523.00 b. Less Unobligated Balance from Prior Budget Periods i. Additional Authority \$0.00 ii. Offset \$0.00 c. Unawarded Balance of Current Year's Funds \$0.00 d. Less Cumulative Prior Awards(s) This Budget Period \$1,213,523.00 e. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION \$350,000.00							
				13. RECOMMENDED FUTURE SUPPORT: (Subject to the availability of funds and satisfactory progress of project)							
				<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%;">YEAR</th> <th style="width: 80%;">TOTAL COSTS</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">16</td> <td style="text-align: right;">\$2,024,451.00</td> </tr> <tr> <td style="text-align: center;">17</td> <td style="text-align: right;">\$2,170,284.00</td> </tr> </tbody> </table>		YEAR	TOTAL COSTS	16	\$2,024,451.00	17	\$2,170,284.00
YEAR	TOTAL COSTS										
16	\$2,024,451.00										
17	\$2,170,284.00										
				14. APPROVED DIRECT ASSISTANCE BUDGET: (In lieu of cash)							
				a. Amount of Direct Assistance \$0.00 b. Less Unawarded Balance of Current Year's Funds \$0.00 c. Less Cumulative Prior Awards(s) This Budget Period \$0.00 d. AMOUNT OF DIRECT ASSISTANCE THIS ACTION \$0.00							
15. PROGRAM INCOME SUBJECT TO 45 CFR 75.307 SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES: A=Addition B=Deduction C=Cost Sharing or Matching D=Other [D] Estimated Program Income: \$0.00											
16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY HRSA, IS ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:											

NOTICE OF AWARD (Continuation Sheet)

Date Issued: 6/7/2016 9:15:00 AM

Award Number: 3 H80CS00001-15-01

a. The grant program legislation cited above. b. The grant program regulation cited above. c. This award notice including terms and conditions, if any, noted below under REMARKS. d. 45 CFR Part 75 as applicable. In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

REMARKS: (Other Terms and Conditions Attached [☒]Yes [☐]No)

Electronically signed by Angela Wade , Grants Management Officer on : 06/07/2016

17. OBJ. CLASS: 41.51 18. CRS-EIN: 1046001415A2 19. FUTURE RECOMMENDED FUNDING: \$0.00

FY-CAN	CFDA	DOCUMENT NO.	AMT. FIN. ASST.	AMT. DIR. ASST.	SUB PROGRAM CODE	SUB ACCOUNT CODE
16 - 398879F	93.527	16H80CS00001	\$350,000.00	\$0.00	HCH	HealthCareCenters_16

HRSA Electronic Handbooks (EHBs) Registration Requirements

The Project Director of the grant (listed on this NoA) and the Authorizing Official of the grantee organization are required to register (if not already registered) within HRSA's Electronic Handbooks (EHBs). Registration within HRSA EHBs is required only once for each user for each organization they represent. To complete the registration quickly and efficiently we recommend that you note the 10-digit grant number from box 4b of this NoA. After you have completed the initial registration steps (i.e., created an individual account and associated it with the correct grantee organization record), be sure to add this grant to your portfolio. This registration in HRSA EHBs is required for submission of noncompeting continuation applications. In addition, you can also use HRSA EHBs to perform other activities such as updating addresses, updating email addresses and submitting certain deliverables electronically. Visit <https://grants3.hrsa.gov/2010/WebEPSEExternal/Interface/common/accesscontrol/login.aspx> to use the system. Additional help is available online and/or from the HRSA Call Center at 877-Go4-HRSA/877-464-4772.

Terms and Conditions

Failure to comply with the remarks, terms, conditions, or reporting requirements may result in a draw down restriction being placed on your Payment Management System account or denial of future funding.

Grant Specific Term(s)

1. The award recipient is expected to serve the projected number of dental services patients (both new and existing) as listed on Form 1A and to increase the percentage of health center patients who receive dental services at the health center by December 31, 2017. In addition, new, unduplicated projected patients as listed on Form 1A will be added to the current Patient Target. For questions about your Patient Target, email BPHCPatientTargets@hrsa.gov. The award recipient will be required to report on progress made towards reaching these proposed goals in the annual Budget Period Progress Report.
2. This award provides supplemental funding for Oral Health Service Expansion (OHSE) activities for the period of July 1, 2016 through June 30, 2017. As such, a portion of these funds are being provided for use in the award recipient's upcoming FY 2017 budget period. To use this funding in the upcoming budget period, the appropriate amount must be shown as un-obligated (UOB) on line 10.h of the Annual Federal Financial Report (FFR), SF-425. In addition, a Prior Approval Request to carry over these funds must be submitted through EHB immediately following the FFR submission. Please consult the Grants Management Specialist for questions regarding submission of the FFR and/or Prior Approval Requests to carry over UOB funds. Pro-rated funding will be included in your annual FY 2017 award to support OHSE activities for the remainder of the FY 2017 budget period. All OHSE supplemental funds are to be used to support new and enhanced services and not supplant existing resources. Ongoing yearly funding equivalent to the amount of this award will continue beyond FY 2017 dependent upon Congressional appropriation and satisfactory performance.
3. Funds in the amount of \$104,195 for one-time funding activities (i.e., minor renovation and/or moveable equipment purchases) must be obligated within one year from the date of award. If this date is beyond the end of your current budget period, a carryover request must be submitted to use one-time funds in the next budget period. To carry over one-time funding, the appropriate amount must be shown as un-obligated (UOB) on line 10.h of the Annual Federal Financial Report (FFR), SF 425. In addition, a Prior Approval Request to carry over these funds must be submitted through EHB immediately following the FFR submission. Please consult the Grants Management Specialist for questions regarding submission of the FFR and/or Prior Approval Requests to carry over UOB funds.
4. Operational funds awarded through this Oral Health Service Expansion award cannot be re-budgeted for one-time funding activities (i.e., minor renovation and/or moveable equipment purchases).
5. This Notice of Award provides Oral Health Service Expansion supplemental funding to improve and expand the delivery of oral health services at existing health centers through the following required activities: (1) adding new or enhancing existing oral health services directly and/or through contract(s) within 120 days of award; (2) increasing the number of dental patients and visits by adding at least 1.0 onsite full time equivalent (FTE) licensed dental provider(s) directly and/or through contract(s) within 120 days of award; and (3) increasing the percentage of health center patients who receive dental services at the health center.
6. New or enhanced dental services must be initiated/expanded within 120 days of award. If a new proposed service cannot be implemented within 120 days of award, the award recipient may request an extension of up to 90 days from their Project Officer. When responding to scope verification conditions for new services proposed on Form 5A, only verify services when they are implemented. If new services were proposed in error, select 'Not Implemented' in response to the corresponding verification condition. If new services will be implemented

outside of the 120 day plus extension timeframe, they may be added to scope later via the Change in Scope (CIS) module in the HRSA Electronic Handbooks (EHB). For more information on CIS, see <http://bphc.hrsa.gov/about/requirements/scope>.

7. Applicants that are not required to file a Notice of Federal Interest, acknowledge with the receipt of the Notice of Award that the Federal interest exists in real property and equipment and will be maintained in accordance with 45 CFR Part 75 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards. The recipient shall maintain adequate documentation to track and protect the Federal Interest. For real property, adequate documentation will also include communications between the lessor and the lessee related to protecting such interest, in accordance with the standard award terms and conditions. Such documentation should be available for subsequent review by HRSA.
8. Pre-award costs such as architect's and consultant's fees necessary to the planning and design of the project may be considered for funding as long as they are included in the application, are allowable costs under the authorizing legislation and were not incurred more than 90 days prior to award issue date. It should be noted that such pre-award costs are undertaken at the applicant's risk. Consultation with the Grants Management Specialist is needed to determine if such costs will be permitted.
9. This OHSE One-time funding has been awarded based upon the information provided in the application. Proposed A&R activities or fixed equipment not identified in the one-time funding project(s) may not be funded without prior approval. If this occurs, please contact the assigned Project Officer to discuss.
10. Equipment is any article of tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. (Uniform Guidance 45 CFR Part 75.2 Definitions). All items with an acquisition cost per unit less than the capitalization threshold are considered supplies. If a non-Federal entity chooses to define equipment using a lower threshold, it will appear as supplies for Federal purposes but as equipment in the non-federal entity records. Items identified in the budget that do not meet the Federal definition have been allocated to the Supplies category.

Reporting Requirement(s)

1. Due Date: Within 395 Days of Award Release Date

The grantee must scan and upload a budget narrative/justification and final equipment list showing the actual project costs into the HRSA's Electronic Handbook for the approved OHSE One-Time funding project(s) within 30 days after the completion of the project(s).

2. Due Date: Within 395 Days of Award Release Date

The grantee will submit documentation for the approved project(s) certifying that the project(s) have been completed in accordance with the previously provided certified documents and in accordance with all mandatory requirements imposed on federally-assisted projects by specific laws enacted by Congress, Presidential Executive Orders, or Departmental Policy, as well as all applicable program standards, State codes, and local codes and ordinances. Be certain to use the provided template when completing this requirement. Please upload the required documentation for the approved project(s) into the HRSA Electronic Handbooks.

Failure to comply with these reporting requirements will result in deferral or additional restrictions of future funding decisions.

All prior terms and conditions remain in effect unless specifically removed.

Contacts

NoA Email Address(es):

Name	Role	Email
Helen Caulton-Harris	Point of Contact	hcaulton@springfieldcityhall.com
Helen R Caulton-Harris	Program Director, Authorizing Official	hcaulton@springfieldcityhall.com

Note: NoA emailed to these address(es)

Program Contact:

For assistance on programmatic issues, please contact Sheryl Alexander at:
MailStop Code: 3M-90
BPHC/ONHS

NOTICE OF AWARD (Continuation Sheet)

Date Issued: 6/7/2016 9:15:00 AM
Award Number: 3 H80CS00001-15-01

61 Forsyth Street, SW
Atlanta, GA, 30303-
Email: salexander1@hrsa.gov
Phone: (404) 562-4128

Division of Grants Management Operations:

For assistance on grant administration issues, please contact Francesca Mack at:

MailStop Code: MSC 10SWH03
OFAM/DGMO/HCB
5600 Fishers Lane, MSC 10SWH03
Rockville, MD, 20857-
Email: fmack@hrsa.gov
Phone: (301) 443-6363



City Council

SCHEDULED

8

Meeting: 07/18/16 07:00 PM
Initiator: Melanie Acobe
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3593

FY17 Senior Aides Program Sub-Grant Acceptance - in Kind Match \$345,150 (Mayor Sarno)

WHEREAS, the Department of Elder Affairs ("Department") has been awarded a Senior Aide Program Sub-Grant of \$345,150.00 from Senior Service America, Inc. (SSAI) from July 1, 2016 to December 31, 2016; and

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

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

WHEREAS, the grant will pay \$305,514, and requires a match from the City of \$39,636 through in kind services or expenses; and

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

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

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

FY17 Senior Aides Program Sub-Grant - \$345,150.00



REQUEST FOR GRANT SETUP

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

All fields are mandatory.

Date of Request

7-7-2016

Department Requesting Grant Setup

DEA

Department Phone # (Please include extension)

886-5223

Name and Title of Person to Contact in Case of Questions - Carol Gasque, Fiscal Mgr.

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

If yes, please indicate your previous project number: 67316

If this is a new Grant, have you filled out the "Approval to apply for a grant" Form?
(Y/N) NO If yes, please attach a copy of the Approved Form.

Grant Type:

State – Highway

Federal Pass-Through DOE– School

Federal Direct– School

Federal – City

State DOE– School

State Other – School

State – City

XXXX Private/Other-Federal/Passes thru SENIOR SERVICES OF AMERICA

Grant Name: SENIOR AIDE PROGRAM-FY17

Total Grant Amount Awarded: 6 MONTH SUB GRANT- \$305,514

Is this a Reimbursable Grant?

(Y/N) NO

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

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

Entity Name	Senior Services America, Inc.
Contact Person	Christine Garland, National SCSEP Director
Street Address	8403 Colesville Road #1200
City, State, Zip Code	Silver Spring, MD 20910
Telephone	301-578-8932
Fax	
E-Mail	cgarland@ssa-i.org

Actual Award Date	6-29-2016
Board Approval Date	
Start Date	7/1/2016
Expiration Date	12/31/2016
Renewal Action Date (optional)	YES
If there are any Matching Funds:	
Type	INKIND
Percent	13%
Amount	39,636
Is there any Leverage?	HUD FUNDING ONLY
Source	
Amount	

Comments re: Description/Purpose of Grant
SENIOR AIDE PROGRAM

Comments re: Conditions/Restrictions of Grant
PER ATTACHED CONTRACT & BUDGET

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

If applicable enter the State ID # :

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

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

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

Org Code: 2673

Object Codes:

Budget Roll-Up Codes:

PLEASE SEE ATTACHED BUDGET

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

Carol K. Gasque
Signature

7/7/16
Date

Please attach the following documents:

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

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

Elder Affairs	
Senior Service America -SSA/SCSEP	
Project #67317 (PY2016)	
7/1/16 - 12/31/2016	
	6-Months
	Budget
SCSEP Grant	\$305,514
Wages & Fringe	\$270,906
Sub-Total	\$270,906
Expenses:	
OTP-Expenses	\$11,360
Sub-Total	\$11,360
Administrative Budget	\$23,248
Sub-Total	\$23,248
Budget Program Total	\$305,514
Non-Federal Share	\$39,636

Attachment: FY17 Senior Aid Sub Grant (3593 : FY17 Senior Aides Program Sub-Grant Acceptance - in Kind Match \$345,150)

Gasque, Carol

From: Denney, Janet
Sent: Wednesday, June 29, 2016 11:14 AM
To: Lee, Charlotte; Gasque, Carol; Morrissey, Maureen
Subject: FW: REVISED Budget and Goal Information - PY2016 Subgrant for 6 months ending December 31, 2016

Importance: High

FYI
 Jan

From: Tony Sarmiento [<mailto:tsarmiento@ssa-i.org>]
Sent: Wednesday, June 29, 2016 11:13 AM
To: Tony Sarmiento
Cc: _SSAI - Program Officers; SSAI - SCSEP Managers
Subject: REVISED Budget and Goal Information - PY2016 Subgrant for 6 months ending December 31, 2016

June 29, 2016

To: SSAI SCSEP Sponsor/Subgrantee Executives
cc: SSAI SCSEP Project Directors and Fiscal Contacts
From: Tony Sarmiento, Executive Director, Senior Service America

RE: REVISED Budget and Goal Information - PY2016 Subgrant for 6 months ending December 31, 2016)

This is an important update of an email you received from Chris Garland on June 22nd.

SSAI will send you a PY2016 SCSEP subgrant for **SIX months (July 1 to December 31, 2016) with funding equal to 50% of your PY2015 subgrant.** This change is required by USDOL's announcement last Friday, June 24, to reopen the national SCSEP grant competition for 30 days: <https://www.dol.gov/newsroom/releases/eta/eta20160623-1>.

This announcement does not require SSAI to resubmit or modify our grant application submitted last April, but—

- the results of the SCSEP national grant competition won't be known until late summer;
- current SCSEP national grants have been extended to December 31 (instead of September 30); and
- SCSEP participants will transition on January 1, 2017, instead of October 1, 2016.

Please continue to focus on achieving your SCSEP performance goals and (if you haven't already) request your U.S. Senators or Representatives to write the Secretary of Labor supporting SSAI's grant application. To date, 15 US Senators and 36 US Representatives have written Secretary Perez **based on a request from our subgrantees.**

If you have any questions, please call or email us or open a case in SSAI Connect. Thanks always.

P.S. According to the announcement, USDOL reopened the grant competition "to help ensure adequate coverage of the necessary geographic areas and associated participant slots."

Tony Sarmiento
 Executive Director

Gasque, Carol

From: Denney, Janet
Sent: Wednesday, July 06, 2016 9:33 AM
To: Lee, Charlotte; Gasque, Carol; Morrissey, Maureen
Subject: FW: MA 103 - Budget and Goal Information for 6 Month PY2016 SCSEP Grant
Attachments: 103-PY2016_Attachment_1.pdf
Importance: High

FYI
 Jan

From: Chris Garland [<mailto:cgarland@ssa-i.org>]
Sent: Friday, July 01, 2016 4:09 PM
To: Lee, Charlotte; Denney, Janet; Figueroa, Maria; Morrissey, Maureen
Cc: mames@ssa-i.org; tsarmiento@ssa-i.org; dsatterthwaite@ssa-i.org; lwoo@ssa-i.org; ssandberg@ssa-i.org
Subject: MA 103 - Budget and Goal Information for 6 Month PY2016 SCSEP Grant
Importance: High

From: Chris Garland, National SCSEP Director, Senior Service America, Inc. (SSAI)
To: Sponsor Executives
cc: SCSEP Project Directors and Fiscal Staff
Subject: Budget and Goal Information for PY2016 SCSEP Grant
Date: June 30, 2016

This email contains specific information about the budget and performance goals that will be contained in your six month PY2016 SCSEP subgrant for the period July 1, 2016 – December 31, 2016. We plan to send your 6 month PY2016 SCSEP subgrant in early July. After the U.S. Department of Labor (DOL) announces the FOA awards, SSAI will amend the 6 month subgrant agreements to convert them into 12 month agreements, making territory, slot and funding adjustments as applicable.

Please note that per the guidance from DOL in the re-opened FOA-16-04-A, dated June 23, 2016, SSAI is providing you funding equal to two quarters of your PY2015 funding.

I. Your Six Month Authorized /Modified Positions

Number of authorized positions: **74**

Number of modified authorized positions: **54**

Attached to this email is Attachment 1 to your six month PY2016 Sponsor Agreement; this document contains you authorized positions per county and overall modified authorized positions.

II. Your Six Month Budget

Minimum Participant Wages and Fringe Benefits Amount: **\$270,906**

Maximum Administrative Budget Amount: **\$23,248**

Other Program Budget Amount: **\$11,360**

Total Federal Budget = \$305,514

Amount of Nonfederal Share: **\$39,636**

III. Your PY2016 Performance Goals

We are continuing the practice we started in PY2015 of minimally setting your SCSEP performance goals equal to the nationwide average SCSEP goals set by USDOL. This is necessary and ambitious, but achievable. Our future as a national SCSEP grantee depends on all SSAI subgrantees improving our performance.

Service Level: **160% of modified authorized slots**

Most-in-Need: **2.95**

Community Service Hours: **80%**

Unsubsidized Placement: **35% of modified authorized slots**

Entered Employment: **50%**

Retention: **73%**

Average Earnings: **\$7,800**

IV. Other Important Information – Launching SSAI's Target 2020 Performance Improvement & Visibility Initiatives

On July 1, 2016, we will start our second four year Performance Improvement Initiative, called Target 2020. If you achieved less than 90% performance of your Service Level, Unsubsidized Exit and/or Most-in-Need (MIN) goals in PY2015, you will be on a Continuous Improvement Plan (CIP) in PY2016. While PY2016 will have a lot of moving parts as a result of the post FOA transitions, we want all of our subgrantees to strive to achieve 25% of the 12 month performance goals by September 30th. For those continuing with us beyond September 30th, we will be expecting you to reach 95% of your Service Level, Most-in-Need, and Unsubsidized Employment goals by June 30, 2017.

But performance alone will not guarantee SCSEP's future – we need all of our subgrantees to increase the local visibility and public awareness of their SCSEP now more than ever. Throughout the year, SSAI will be seeking new ways we can help you with your local efforts.

Thank you for your efforts in PY2015. We have labored together and made progress as a result. When we receive our final PY2015 performance outcomes, we fully expect to see improvement in all

areas in the aggregate. Of course, we are not where we need to be yet which is why we are launching our Target 2020 Performance Improvement Initiative.

We want to affirm that SSAI is committed to continuing to provide support and assistance.

If you have any questions about this email, please contact us by phone at 301-578-8989, by email at scsephelp@ssa-i.org, or by opening a case in SSAI Connect. You can also contact me directly. Thank you for your efforts and your patience.

Chris Garland, National SCSEP Director
Senior Service America Inc.
8403 Colesville Road #1200
Silver Spring, MD 20910
301-578-8932
cgarland@ssa-i.org

Attachment: FY17 Senior Aid Sub Grant (3593 : FY17 Senior Aides Program Sub-Grant Acceptance - in Kind Match \$345,150)

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

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

Hampden County - Massachusetts	56
Hampshire County - Massachusetts	18
Total Authorized (2 counties)	74
Total Modified	54



City Council

SCHEDULED

Meeting: 07/18/16 07:00 PM
Initiator: Melanie Acobe
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3591

9

Massachusetts Cultural Council Grant - Match Required \$200,000 (Mayor Sarno)

WHEREAS, the Springfield City Library ("Department") has been awarded a Capital Grant of \$100,000 from the Massachusetts Cultural Facilities Fund; and

WHEREAS, the purpose of the grant is to support necessary upgrades currently being conducted at the Central Library; and

WHEREAS, the Department intends to use the grant funds for such purposes; and

WHEREAS, the total cost of the Capital Grant is \$200,000; and

WHEREAS, the grant will pay for 50% of the cost of the capital improvements, which is \$100,000.00, and requires the City to pay 50%, which is \$100,000.00, which will be paid from previously expended pay go funds as approved by the grant terms;

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.

Massachusetts Cultural Council Grant - \$100,000, 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	6/13/16
Department Requesting Grant Setup	Library
Department Phone # (Please include extension) x290	263-6828
Name and Title of Person to Contact in Case of Questions	C Leaders, Bus Mgr

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

If yes, please indicate your previous project number:

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

(Y/N) If yes, please attach a copy of the Approved Form.

Grant Type:

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

Grant Name: Massachusetts Cultural Council

Total Grant Amount Awarded: \$100,000

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

Actual Award Date 5/12/2016

Board Approval Date

Start Date 7/1/2016

Expiration Date 12/31/17

Renewal Action Date (optional)

If there are any Matching Funds:

Type
Percent
Amount

Comments re: Description/Purpose of Grant

Comments re: Conditions/Restrictions of Grant

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

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

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

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

Org Code:

Object Codes: 530105 551700 571100 551300 524020 531040 531200

Budget Roll-Up Codes: YES

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

____Molly Fogarty____
Signature

____9/25/2015_____
Date

Please attach the following documents:

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

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

10 St. James Avenue, 3rd floor
Boston, MA 02116-3903
617.858.2700
800.232.0960 Toll Free
617.727.0044 Fax
mcc@art.state.ma.us E-mail
www.massculturalcouncil.org Web

MOLLY FOGARTY, DIRECTOR
Springfield City Library
220 State Street
Springfield, MA 01103-1772

May 12, 2016

Dear Ms. Fogarty:

We are pleased to inform you that Springfield City Library has been selected for a Capital Grant of \$100,000 from the Massachusetts Cultural Facilities Fund. We are delighted to support this project.

In the weeks to come, we will organize several regional grant announcements to honor grant recipients and to thank the many state Representatives and Senators who have made this program possible. Dates and times of the events will be announced shortly.

MassDevelopment, the MCC's partner in the administration of the Cultural Facilities Fund, will be sending you a letter with instructions for completing the grant agreement. The first step of this process is certifying the raised match for the project with the MCC. A sample match certification template should be included in your materials from MassDevelopment, however MCC staff will also be sending you an electronic copy in the coming weeks.

Congratulations once again on your successful application, and thank you for your invaluable contribution to the cultural life and economic vitality of our state. We look forward to working with you as your project proceeds.

Sincerely yours,

Anita Walker
Executive Director



Greetings CFF Grantee:

You will soon be receiving an official award letter from MassDevelopment outlining the steps to access your CFF grant. In that letter the first step in the process is demonstrating you have raised the match.

The program stipulates that before you enter into a grant agreement with MassDevelopment you must raise the matching funds. The requirement is a cash match of 1:1 to the grant. The process of demonstrating that you have secured the match is administered by the MCC. Once this is complete, you will work with MassDevelopment to finalize the agreement and move toward disbursement of funds.

We understand that the majority of you are still in the process of raising the matching funds but for some the match may already be in hand. If this is the case, you can begin assembling documentation for match certification. Please see the attached “match letter template” that will serve as a guide for what is required. You must address all the requests prompted by the letter. Once complete, you can first send an electronic copy to nicole.kirk@art.state.ma.us and we will make sure all the requests for information are complete. Then you can sign the letter, include any supporting documentation, and mail a hard copy to Nicole Kirk at the MCC.

Supporting documentation should be provided only if you have cited matching funds from foundations, municipalities and/or corporations. Award letters from these organizations will suffice as documentation of funds raised. Individual giving, in most cases, does not require any documentation unless it is a very large gift. If this is the case—and there is a letter accompanying the gift—please provide a copy of the letter. If the match, or part of the match, is derived from unrestricted organizational funds no additional documentation is needed.

If you have begun work and some of the matching funds have been expended on the project, please provide invoices from the work.

Please note, this letter requires a board/governing body vote to ensure all approvals are vetted to spend organizational resources on the project.

If you are using Community Preservation Act (CPA) funds and the funds are not in hand please provide a letter from the CPC confirming your award funds are committed and in escrow.

In summary, the attached match template letter requests the following information:

- The dollar amount of the matched raised. (1:1 match)
- The name of the project.
- A description of the sources of the funds.
- Affirming that none of the funds are from state government, loan proceeds, or operating funds expended for mortgage interest, fundraising costs or other operating activities.
- Affirming that the Board of Directors or other applicable authorizing body has voted to commit the matching funds to the project.
- Identify where the funds are currently being held.

- Dollar amount already spent on the project. (if applicable)
- Copies of invoices of funds already spent on the project. (if applicable)

Please contact the MCC if you have any questions about the matching process.

Thanks.

Massachusetts Cultural Council
10 St. James Ave., 3rd Floor
Boston, MA 02116-3803
Attention: Jay Paget

Re: Cultural Facilities Fund Grant – Matching Funds Verification

Dear Mr. Paget:

I am writing to inform you that [Grantee] has raised the [\$_____] of matching funds (the “Matching Funds” required in connection with [Grantee’s] award of a grant from the Cultural Facilities Fund (the “Grant”) and has committed to expending the Matching Funds on [_____], the project to which the Grant was awarded (the “Project”).

The Matching Funds have been raised from the following sources:

[Description of Sources]

None of the Matching Funds are funds from state government, loan proceeds, or operating funds expended by the Grantee for mortgage interest, fundraising costs or other operating activities (provided however that public funds appropriated to a project do not constitute loan proceeds).

The [Board of Directors or other applicable authorizing body] of [Grantee] voted on [date] to commit the Matching Funds to the Project.

[\$___] of the Matching Funds are currently being held at [name of bank, investment company etcetera] and are immediately available for use on the Project.

[\$___] of the Matching Funds have already been spent on the Project as evidenced by the supporting documentation attached hereto.

Sincerely,

[Executive Director or Treasurer of Grantee]

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: July 18, 2016
Re: Order for Council Meeting- July 18, 2016
Cc: Mayor Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the July 18, 2016 City Council meeting which authorizes the City to appropriate \$100,000 from previously expended Pay As You Go funds to match the Springfield City Library's Massachusetts Cultural Council Grant.

Background: The Springfield City Library has recently been awarded a Capital Grant from the Massachusetts Cultural Council in the total amount of \$200,000. In order to receive the funding, the City will be required to match 50% of the total cost, or \$100,000. This grant will be used to supplement the cost of much needed structural upgrades being made at the Central Library. To meet the required match, the City intends to use previously expended Pay As You Go funds as allowed per the terms of the grant.

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

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

Attachment: CAFO Certification- Mass Cultural Council Grant Match (3591 : Massachusetts Cultural Council Grant - \$100,000, Match Required)



City Council

SCHEDULED

Meeting: 07/18/16 07:00 PM
Initiator: Melanie Acobe
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3592

10

FY17 SHINE Grant Acceptance - No Match Required \$160,000.00 (Mayor Sarno)

WHEREAS, the Department of Elder Affairs ("Department") has been awarded a Servicing the Health Information Needs of Elders (SHINE) Grant of \$160,000 from the Massachusetts Executive Office of Elder Affairs for the period starting July 1, 2016 and ending June 30, 2018; 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:

SHINE - \$160,000



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	6/16/2016
Department Requesting Grant Setup	DEA (541)
Department Phone # (Please include extension)	413-886-5223
Name and Title of Person to Contact in Case of Questions	Carol K. Gasque

Was this Grant previously setup for a prior fiscal year? Yes
 If yes, please indicate your previous project number: 82316

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

XXX

Grant Name: SHINE Program

Total Grant Amount Awarded: \$160,000

Attachment: FY17-SHINE (3592 : FY17 SHINE Grant Acceptance - No Match Required \$160,000.00)

Is this a Reimbursable Grant?

(Y/N) Yes

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

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

Entity Name	Commonwealth of MA
Contact Person	Neil Petrocelli
Street Address	1 Ashburton Place, Room 517
City, State, Zip Code	Boston, MA 02108
Telephone	1-617-222-7427
Fax	1-617-727-9368
E-Mail	Neil.Petrocelli@state.ma.us

Actual Award Date	June 16, 2016
Board Approval Date	
Start Date	7/1/2016
Expiration Date	6/30/2018
Renewal Action Date (optional)	Two year Contract
If there are any Matching Funds:	

Type
Percent
Amount

Is there any Leverage? HUD FUNDING ONLY

Source
Amount

Comments re: Description/Purpose of Grant

Comments re: Conditions/Restrictions of Grant

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

If applicable enter the State ID # : N/A

What is the required drawdown frequency?

(Ex: Monthly, Quarterly) N/A

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

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

Attachment: FY17-SHINE (3592 : FY17 SHINE Grant Acceptance - No Match Required \$160,000.00)

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

Org Code:

Object Codes:

Budget Roll-Up Codes:N/A

All on Attached Budget

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

Carol K Gasque
Signature

6/16/16
Date

Please attach the following documents:

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

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

Attachment: FY17-SHINE (3592 : FY17 SHINE Grant Acceptance - No Match Required \$160,000.00)

SHINE BUDGET FY17-July 1, 2016 - June 30, 2017				
CATEGORY	FTE	PROJECTED BUDGET	Elder Affairs Use	80%
DIRECT CARE				
GERMAIN, ALICIA	\$ 1.00	32,500		
PLANAS, RAMON	\$ 0.80	19,557		
Subtotal		\$52,057		
Actual salary billed: Program Staff 1		\$0		
Program Staff 2		\$0		
Program Staff 3		\$0		
Program Staff 4		\$0		
Program Staff 5		\$0		
Subtotal		\$0		
Payroll Taxes-5%/80% Of Budget		2,603		
Fringe Benefits-34%/80% Of Budget		17,699		
Total Direct Care/Program Staff		\$72,359	SALARIES WAGES	5010000
Occupancy		\$0		
Program Facilities		\$0		
Fac. Operations & Maint.		\$0		
Total Occupancy		\$0		
Other Director Care & Program Support		\$0		
Direct Care Consultant		\$0		
Temporary Help		\$0		
Clients/Caregivers. Reimb/Stipends		\$0		
Subcontracted Dir: Care		\$0		
Staff Training		\$0		
Staff Mileage/Travel		\$1,000	Mileage	57110
Meals		\$0		
Contracted Client Trans.		\$0		
Vehicle Expenses		\$0		
Vehicle Depreciation		\$0		
Incid Health/Med Care		\$0		
Client Per Allowance		\$0		
Prov of Material Goods		\$0		
Direct Client Wages		\$0		
Other Commercial Prod. & Svs.		\$0		
Program Supplies/Mat		\$1,441	Other Supplies	551700
Total Other Direct Care/Program		\$2,441		
Direct Admin Expenses				
Program Support				
Other Direct Administrative Expenses				
Total Direct Administrative Exp.		\$0	Professional Services	530105
Program Support		\$0		
SUBTOTAL PROGRAM COSTS				
Agency Admin. Support		\$5,200		
PROGRAM TOTAL		\$80,000		

Attachment: FY17-SHINE (3592 : FY17 SHINE Grant Acceptance - No Match Required \$160,000.00)

SHINE BUDGET FY18-July 1, 2017 - June 30, 2018				
CATEGORY	FTE	PROJECTED BUDGET	Elder Affairs Use	80%
DIRECT CARE				
GERMAIN, ALICIA	\$ 1.00	32,500		
PLANAS, RAMON	\$ 0.80	19,557		
Subtotal		\$52,057		
Actual salary billed: Program Staff 1		\$0		
Program Staff 2		\$0		
Program Staff 3		\$0		
Program Staff 4		\$0		
Program Staff 5		\$0		
Subtotal		\$0		
Payroll Taxes-5%/80% Of Budget		2,603		
Fringe Benefits-34%/80% Of Budget		17,699		
Total Direct Care/Program Staff		\$72,359	SALARIES WAGES	5010000
Occupancy		\$0		
Program Facilities		\$0		
Fac. Operations & Maint.		\$0		
Total Occupancy		\$0		
Other Director Care & Program Support		\$0		
Direct Care Consultant		\$0		
Temporary Help		\$0		
Clients/Caregivers. Reimb/Stipends		\$0		
Subcontracted Dir: Care		\$0		
Staff Training		\$0		
Staff Mileage/Travel		\$1,000	Mileage	57110
Meals		\$0		
Contracted Client Trans.		\$0		
Vehicle Expenses		\$0		
Vehicle Depreciation		\$0		
Incid Health/Med Care		\$0		
Client Per Allowance		\$0		
Prov of Material Goods		\$0		
Direct Client Wages		\$0		
Other Commercial Prod. & Svs.		\$0		
Program Supplies/Mat		\$1,441	Other Supplies	551700
Total Other Direct Care/Program		\$2,441		
Direct Admin Expenses				
Program Support				
Other Direct Administrative Expenses				
Total Direct Administrative Exp.		\$0	Professional Services	530105
Program Support		\$0		
SUBTOTAL PROGRAM COSTS				
Agency Admin. Support		\$5,200		
PROGRAM TOTAL		\$80,000		

Attachment: FY17-SHINE (3592 : FY17 SHINE Grant Acceptance - No Match Required \$160,000.00)

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



10.a

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

CONTRACTOR LEGAL NAME City of Springfield (Dept. of Elder Affairs)
(and d/b/a):

Legal Address: (W-9, W-4, T&C): 36 Court St., Springfield, MA 01103-1699

Contract Manager: Alicia Germain

E-Mail: agermain@springfieldcityhall.com

Phone: 1-413 750-2654

Fax: 1-413-750-2694

Contractor Vendor Code: VC6000192140

Vendor Code Address ID (e.g. "AD001"): AD001

(Note: The Address Id Must be set up for EFT payments.)

COMMONWEALTH DEPARTMENT NAME: Executive Office of Elder Affairs

MMARS Department Code: ELD

Business Mailing Address: 1 Ashburton Place, Room 517 Boston, MA. 02108

Billing Address (if different):

Contract Manager: Neil Petrocelli

E-Mail: Neil.Petrocelli@state.ma.us

Phone: 1-617-222-7427

Fax: 1-617-727-9368

MMARS Doc ID(s): CT ELD 0364SHINEPROGRAM2014spng

RFR/Procurement or Other ID Number: ELD-RFR-2013-03

NEW CONTRACT

PROCUREMENT OR EXCEPTION TYPE: (Check one option only)

- ☐ **Statewide Contract** (OSD or an OSD-designated Department)
- ☐ **Collective Purchase** (Attach OSD approval, scope, budget)
- ☐ **Department Procurement** (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation)
- ☐ **Emergency Contract** (Attach justification for emergency, scope, budget)
- ☐ **Contract Employee** (Attach Employment Status Form, scope, budget)
- ☐ **Legislative/Legal or Other:** (Attach authorizing language/justification, scope and budget)

CONTRACT AMENDMENT

Enter Current Contract End Date Prior to Amendment: June 30, 2016.

Enter Amendment Amount: \$ 160,000 (or "no change")

AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)

- ☒ **Amendment to Scope or Budget** (Attach updated scope and budget)
- ☐ **Interim Contract** (Attach justification for Interim Contract and updated scope/budget)
- ☐ **Contract Employee** (Attach any updates to scope or budget)
- ☐ **Legislative/Legal or Other:** (Attach authorizing language/justification and updated scope and budget)

The following **COMMONWEALTH TERMS AND CONDITIONS** (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract.
☐ Commonwealth Terms and Conditions ☒ Commonwealth Terms and Conditions For Human and Social Services

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.
☐ **Rate Contract** (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)
☒ **Maximum Obligation Contract** Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$ 459,988

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days % PPD; Payment issued within 15 days % PPD; Payment issued within 20 days % PPD; Payment issued within 30 days % PPD. If PPD percentages are left blank, identify reason: ☒ agree to standard 45 day cycle statutory/legal or Ready Payments (G.L. c. 29, § 23A); only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Per ELD -RFR-2013-3, one option to renew the contract is being exercised, extending the contract through June 30, 2018. Funding for SFY 17 and SFY 18 is awarded at 80% of SFY 16 funding All funding is subject to appropriation

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 JULY 1, 2016, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date.
- ☐ 3. were incurred as of , 20 , a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of June 30, 2018, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:

X: ✓ _____ Date: _____
(Signature and Date Must Be Handwritten At Time of Signature)

Print Name: Domenic J. Sarno, Mayor

Print Title: Mayor of the City of Springfield, MA

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:

X: _____ Date: _____
(Signature and Date Must Be Handwritten At Time of Signature)

Print Name: Peter Tiernan

Print Title: Director of Administration and Finance



City Council

SCHEDULED

Meeting: 07/18/16 07:00 PM
Initiator: Christopher Fraser
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3584

11

Dispatch Training Grant - No Match - \$129,824 (Mayor Sarno)

WHEREAS, the Dispatch Department ("Department") anticipates being awarded an "FY2017 State 911 Department Training Grant" of \$129,824.00 from the Executive Office of Public Safety and Security; and

WHEREAS, the grant is awarded to the department each year and is intended to reimburse for training-related costs associated with the 9-1-1 system. This is a non-supplanting grant; and

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

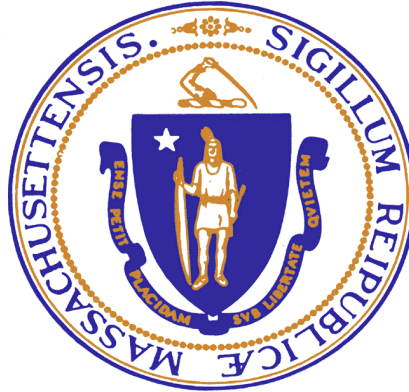
WHEREAS, the Department will accept the grant upon receiving the award letter and requests authorization from the City Council and the Mayor to expend the grant funds listed below for the purposes of such grants; and

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

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

State 911 Department Training Grant - \$129,824

FY 2017

Commonwealth of Massachusetts**Executive Office of Public Safety and Security
State 911 Department****State 911 Department
Training Grant and EMD/Regulatory Compliance Grant Guidelines
Fiscal Year 2017****Charles D. Baker
Governor****Daniel Bennett
Secretary, Executive Office of Public Safety and Security****Frank Pozniak
Executive Director, State 911 Department****151 Campanelli Drive, Suite A
Middleborough, MA 02346
Phone (508) 828-2911
Fax (508) 828-2587
www.mass.gov/e911**

All applications shall be mailed or hand delivered. No applications will be accepted via fax or email. All applications must be received by 5:00 P.M. on Friday, March 31, 2017

Attachment: FY17 Dispatch Training Grant Info (3584 : Dispatch Training Grant - No Match - \$129,824)

FY 2017

WHAT'S NEW for the Fiscal Year 2017 State 911 Department Training Grant
and EMD/Regulatory Compliance Grant

- Application deadline of March 31, 2017 (pp. 1, 14).
- Training Grant funding allocation of \$4,630,762 and minimum award of \$10,000 (p .6).
- 2015 Call Volume will be utilized for Fiscal Year 2017 (p. 6).
- Reintroduction of funding for PSAP Leadership Scholarship Program for expenses associated with participation in 2016 Communication Center Management Program (p. 10).
- Year end budget modifications shall be submitted by April 14, 2017 (p. 16).
- Year end budget modifications shall be submitted by April 14, 2017 (p. 17).
- Timelines for review of budget modifications and reimbursement requests have been removed (p. 17).

Attachment: FY17 Dispatch Training Grant Info (3584 : Dispatch Training Grant - No Match - \$129,824)

FY 2017

For additional assistance, please refer to the following State 911 Department contact list:

Name	Resource	Contact Number	E-Mail
Cindy Reynolds	Questions regarding application process, budget modifications	508-821-7299	911DeptGrants@state.ma.us
Vicki Goetz	Questions regarding supporting documentation for reimbursements	508-821-7211	Vicki.Goetz@state.ma.us
Michelle Hallahan	Questions regarding eligibility and process for reimbursements	508-821-7216	Michelle.Hallahan@state.ma.us
	Adding Enhanced 9-1-1 telecommunicators to a grant after contract award		911DeptGrants@state.ma.us
	Requesting approval of a training course/in-house training		911DeptGrants@state.ma.us
Monna Wallace	Questions regarding training, certification, and compliance with 560 CMR 5.00	508-821-7220	Monna.Wallace@state.ma.us
Cathy Rodriguez	Questions regarding training scheduling and training opportunities	508-821-7217	Cathy.Rodriguez@state.ma.us
Venus Wheeler	Questions regarding training scheduling and training opportunities	508-821-7201	Venus.Wheeler@state.ma.us

All applications shall be submitted to:

**State 911 Department
151 Campanelli Drive, Suite A
Middleborough, MA 02346**

Attachment: FY17 Dispatch Training Grant Info (3584 : Dispatch Training Grant - No Match - \$129,824)

FY 2017

ENTITY	ALLOCATION AMOUNT
SOMERVILLE	\$34,073
SOUTH HADLEY	\$10,000
SOUTH SHORE RECC	\$25,747
SOUTH WORCESTER COUNTY CC	\$16,150
SOUTHAMPTON	\$10,000
SOUTHBOROUGH	\$10,000
SOUTHBRIDGE	\$10,000
SOUTHWICK	\$10,000
SPENCER	\$10,000
SPRINGFIELD	\$129,824
STERLING	\$10,000
STONEHAM	\$10,000
STOUGHTON	\$12,469
STOW	\$10,000
STURBRIDGE	\$10,000
SUDBURY	\$10,000
SUTTON	\$10,000
SWANSEA	\$10,000
TAUNTON	\$32,746
TEMPLETON	\$10,000
TEWKSBURY	\$14,179
TOWNSEND	\$10,000
TRURO	\$10,000
TYNGSBOROUGH	\$10,000
UPTON	\$10,000
UXBRIDGE	\$10,000
WACHUSETTS RECC	\$10,000
WAKEFIELD	\$11,856
WALPOLE	\$10,387
WALTHAM	\$32,046
WARE	\$10,000
WAREHAM	\$13,228
WARREN	\$10,000
WATERTOWN	\$13,446
WAYLAND	\$10,000
WELLESLEY	\$11,976
WEST BOYLSTON	\$10,000
WEST BRIDGEWATER	\$10,000
WEST NEWBURY	\$10,000
WEST SPRINGFIELD	\$18,690
WESTBOROUGH	\$10,000
WESTFIELD	\$21,914
WESTFORD	\$10,000
WESTMINSTER	\$10,000
WESTON	\$10,000
WESTPORT	\$10,000
WESTWOOD	\$10,000

Attachment: FY17 Dispatch Training Grant Info (3584 : Dispatch Training Grant - No Match - \$129,824)



City Council

SCHEDULED

Meeting: 07/18/16 07:00 PM
Initiator: Melanie Acobe
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3589

12

FY17 Tobacco Control Program Grant Acceptance - No Match- \$60,832.00 (Mayor Sarno)

WHEREAS, the Springfield Health and Human Services Department has been awarded a grant award of \$60,832.00 From the Massachusetts, State Department of Public Health, for the period July 1, 2016 through June 30, 2017 and;

WHEREAS, the Department intends to use the grant funds for the Department's Tobacco Control Program, and;

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

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

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

FY17-Tobacco Control Program - \$60,832.00



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 6/13/2016

Department Requesting Grant Setup SHHS

Department Phone # (Please include extension) 6710

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

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

If yes, please indicate your previous project number: 84116

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

Grant Type:

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

XX

Grant Name: TOBACCO CONTROL PROGRAM

Total Grant Amount Awarded: \$ 60,832.00

Attachment: FY17 Tobacco Control (3589 : FY17 Tobacco Grant Acceptance - No Match- \$60,832.00)

Is this a Reimbursable Grant?

(Y/N) YES

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

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

Entity Name	MASS DEPT. OF PUBLIC HEALTH
Contact Person	DEB DINKINS
Street Address	250 WASHINGTON STREET, 8 TH FLOOR
City, State, Zip Code	BOSTON, MA 02108-4619
Telephone	617-624-5617
Fax	
E-Mail	Debra.Dinkins@state.ma.us

Actual Award Date 6/9/2016

Board Approval Date

Start Date 7/1/2016

Expiration Date 6/30/2017

Renewal Action Date (optional)

If there are any Matching Funds:

Type

Percent

Amount

Comments re: Description/Purpose of Grant

Tobacco Control Program

Comments re: Conditions/Restrictions of Grant

See Budget

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

What is the required drawdown frequency?

(Ex: Monthly, Quarterly) Quarterly

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

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

INTF2903P0200218192

Attachment: FY17 Tobacco Control (3589 : FY17 Tobacco Grant Acceptance - No Match - \$60,832.00)



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

CHARLES D. BAKER
 Governor

KARYN E. POLITO
 Lieutenant Governor

MARYLOU SUDDERS
 Secretary

MONICA BHAREL, MD, MPH
 Commissioner

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

Date: 6/9/2016

To: City Of Springfield
 Re: Contract # INTF2903P01200218192

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

NEW STANDARD CONTRACT/AMENDMENT/RENEWAL FORM

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

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

CONTRACTOR AUTHORIZED SIGNATORY LISTING AND AUTHENTICATION FORM

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

If you have any questions, please contact Deb Dinkins at 617-624-5617. An original contract package must be completed by 6/17/2016 and mailed to:

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

Attachment: FY17 Tobacco Control (3589 : FY17 Tobacco Grant Acceptance - No Match - \$60,832.00)

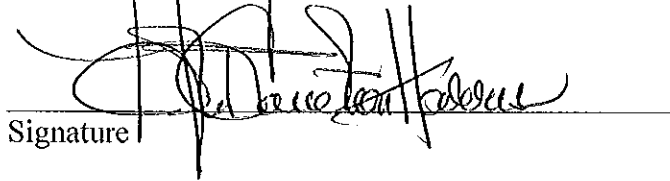
Please list all object codes needed for the grant.
(Attach additional sheets if additional orgs and roll-ups are needed):

Org Code: 28415205

Object Codes: 501000/517010/517020/530105/542010/569300/571100/578700

Budget Roll-Up Codes: yes

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

Signature 

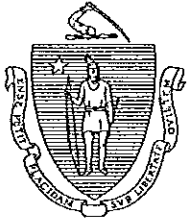
Date 6/14/2016

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.

Attachment: FY17 Tobacco Control (3589 : FY17 Tobacco Grant Acceptance - No Match - \$60,832.00)



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

CHARLES D. BAKER
 Governor

KARYN E. POLITO
 Lieutenant Governor

MARYLOU SUDDERS
 Secretary

MONICA BHAREL, MD, MPH
 Commissioner

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

May 27, 2016

Helen Caulton-Harris
 95 State Street
 Springfield, MA 01103

RE: MA Tobacco Cessation and Prevention Program
 Contract #: INTF2903P01200218192

Dear Ms. Caulton-Harris:

The Department of Public Health is pleased to inform you that we are renewing your contract with the MA Tobacco Cessation and Prevention Program.

Your new award is as follows:

Current Maximum Obligation - All Year:	\$322,560.00
Maximum Obligation for FY2016	\$ 60,832.00
Maximum Obligation for FY2017	<u>\$ 60,832.00</u>
New Total MO for all Years (FY2011-FY2017)	\$383,392.00

Federal Funds: Yes

Please note that funding levels are subject to change pending the final appropriation of state/federal funds. Because this is a multi-year award, the funding specifications as defined within each fiscal year's award amount on the face page of the contract are specifically restricted to use during that fiscal year. Future year awards will be obligated separately prior to the beginning of each new fiscal year.

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

Attachment: FY17 Tobacco Control (3589 : FY17 Tobacco Grant Acceptance - No Match - \$60,832.00)

Please read any attached conditions and respond within the timeframe specified. Complete and return the enclosed contract to the MDPH Purchase of Service Office by the date indicated on the face page of the contract package. Be sure to include a photocopy of both pages of the "Contractor Authorized Signatory Listing." If you have questions regarding this award, please contact the people indicated below.

Program Contact: Melissa Lucien, 617-624-5593, Melissa.Lucien@state.ma.us
Purchase of Service Contact: Debra Dinkins, 617-624-5617, Debra.Dinkins@state.ma.us

Sincerely,



Elizabeth Barry
Deputy Bureau Director
Bureau of Community Health & Prevention

Attachment: FY17 Tobacco Control (3589 : FY17 Tobacco Grant Acceptance - No Match - \$60,832.00)



COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

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

CONTRACTOR LEGAL NAME: City Of Springfield (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Department Of Public Health MMARS Department Code: DPH	
Legal Address: (W-9, W-4, T&C): 36 Court St Room 405, Springfield, MA 01103-1602		Business Mailing Address: 250 Washington Street, Boston, MA 02108	
Contract Manager: Helen Caulton-Harris		Billing Address (if different):	
E-Mail: hcaulton@springfieldcityhall.com		Contract Manager: Deb Dinkins	
Phone: 413787-6456	Fax: 4137876458	E-Mail: debra.dinkins@state.ma.us	
Contractor Vendor Code: VC6000192140		Phone: 617-624-5617	Fax: 617-624-5017
Vendor Code Address ID (e.g. "AD001"): AD001. (Note: The Address Id Must be set up for EFT payments.)		MMARS Doc ID(s): INTF2903P01200218192	
		RFR/Procurement or Other ID Number: 200218	
NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ☐ <u>Statewide Contract</u> (OSD or an OSD-designated Department) ☐ <u>Collective Purchase</u> (Attach OSD approval, scope, budget) ☐ <u>Department Procurement</u> (includes State or Federal grants <u>815 CMR 2.00</u>) (Attach RFR and Response or other procurement supporting documentation) ☐ <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) ☐ <u>Contract Employee</u> (Attach Employment Status Form, scope, budget) ☐ <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)		X CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: <u>06/30</u> , 20 <u>16</u> . Enter Amendment Amount: \$ <u>60,832.00</u> (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) ☒ <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) ☐ <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) ☐ <u>Contract Employee</u> (Attach any updates to scope or budget) ☐ <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. ☒ <u>Commonwealth Terms and Conditions</u> ☐ <u>Commonwealth Terms and Conditions For Human and Social Services</u>			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. ☐ <u>Rate Contract</u> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) ☒ <u>Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or new Total If Contract is being amended). \$ <u>383,392.00</u> .			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment Issued within 10 days ☐ % PPD; Payment Issued within 15 days ☐ % PPD; Payment Issued within 20 days ☐ % PPD; Payment Issued within 30 days ☐ % PPD. If PPD percentages are left blank, identify reason: ☐ agree to standard 45 day cycle ☐ statutory/legal or Ready Payments (G.L. c. 29, § 23A); ☒ <u>only initial payment</u> (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Renewal or Extension Only			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ☐ 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . ☒ 2. may be incurred as of <u>07/01</u> , 20 <u>16</u> , a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . ☐ 3. were incurred as of <u> </u> , 20 <u> </u> , a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>06/30</u> , 20 <u>17</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Sharon Dyer</u> Print Title: <u>Director, Purchase of Service Office</u>	

Need Original

COMMONWEALTH OF MASSACHUSETTS

CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May
2004



CONTRACTOR LEGAL NAME :

CONTRACTOR VENDOR/CUSTOMER CODE:

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

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

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

AUTHORIZED SIGNATORY NAME	TITLE

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

Date:

Signature

Title:

Telephone:

Fax:

Email:

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

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

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May
2004



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

PROOF OF AUTHENTICATION OF SIGNATURE

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

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

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

Title:

X _____

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

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

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

_____, 20 ____.

My commission expires on:

AFFIX NOTARY SEAL

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

_____, 20 ____.

AFFIX CORPORATE SEAL

Scope of Services

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

Contract ID #: City of Springfield - INTF2903P01200218192

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

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

Contract Amendment

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

☒ Increase

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

-The MA Tobacco Cessation and Prevention Program is renewing this contract for \$60,832.00 for FY17 to work on Tobacco related projects.

☐ Decrease

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

☐ Other

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

Attachment: FY17 Tobacco Control (3589 : FY17 Tobacco Grant Acceptance - No Match - \$60,832.00)

MTCP Board of Health Tobacco Programs FY17 Scope of Service

BACKGROUND:

Tobacco Board of Health (BOH) programs were originally funded in 1994 and focused on raising awareness of tobacco as a public health issue; some programs did policy initiatives. Policy promotion and compliance checks were strongly encouraged in the late 1990's. After funds were severely reduced in 2002 and the smoke-free workplace law passed in 2004, programs began to focus primarily on enforcement and activities surrounding evidence-based policy and environmental change.

The workplace law has been in place for over ten years and enforcement needs are usually minor. Secondhand smoke inspections should be institutionalized into board of health work and MTCP funds will focus on following-up on complaints and previous violations.

Beginning in 2010, MTCP has been awarded FDA enforcement funds which allow for 75% of all retailers to be checked for compliance checks and 25% for store inspections annually. Youth access compliance checks and inspections are being funded at only a minimal level with state dollars so resources can support comprehensive strategies. By combining resources, local partners and local policy initiatives, the influence of the tobacco industry's tactics can be reduced..

COMPONENTS:

I. Retail Store Monitoring for Tobacco Promotion

- Maintain an accurate list and profiles of local establishments that sell tobacco and flavored products in the Retail Data Management System (RDMS). Establish a communication system with municipal government offices to receive regular updates of businesses that are closed and open as well as license renewals so an accurate list can be maintained.
- Monitor industry promotions including price in a sample of retail stores each quarter. For FY17, it is expected that 25% of retailers will be monitored each quarter. MTCP approved survey tools must be used and a sample will be provided by MTCP.
- Additional surveillance of retail environment as funding allows.

Retail Store Inspections and Compliance Checks for Tobacco and/or other Tobacco Products (OTP)

- **Inspections:** Conduct 1 annual retail inspection at all establishments that sell tobacco and OTP; conduct education and enforcement activities if there are any violations of federal, state and local laws. Educate store owners and clerks of new local regulations enacted in their area.
- **Compliance Checks:** Compliance checks (Synar or non-Synar) must be completed in every quarter of the fiscal year. Compliance checks in FY17 must be completed as described below:
 - Conduct compliance checks with youth at 100% of tobacco retail stores for cigars or OTP products. These checks can be done between July 1, 2016 and June 30, 2017. If a store does not sell cigars or OTP products please check them for cigarettes (any brand) so that each retailer receives a non-Synar check. Please refer to the FY17 MTCP Compliance Check Protocol for more information.
 - Conduct compliance checks at all assigned Synar retailers for Marlboro or Newport cigarettes using the Synar protocol. Synar checks must be completed between October 1, 2016 and June 30, 2017. Synar assignments will be provided to programs by September 15, 2016. Synar check assignments will be given for approximately 40-50% of stores in your catchment area.
 - Enforcement actions must be conducted after violations occur. MTCP protocol is for tickets to be issued after the round of checks is completed for the day.

- Appropriate program staff must be available to appear at hearings or for any follow up on violations needed.
- Checks on Implemented Regulations: Conduct store inspections or compliance checks as appropriate for newly implemented regulations to ensure enforcement and compliance.

- **Targeted Compliance Checks:** When an illegal sale to a minor occurs, ensure penalties in local youth access regulations are enforced. Document enforcement actions in RDMS following MTCP protocol on compliance checks.
 - Conduct follow-up compliance checks when illegal sales to minors or complaints about illegal sales occur. Follow up compliance checks should take place within 3 months of illegal sales to minors and following MTCP protocol on compliance checks. Inspection/compliance check results and all enforcement actions must be entered into RDMS by the 10th of the following month.
 - Respond to complaints about illegal sales of tobacco by notifying establishments and providing employee education resources.

II. Tobacco Policy Promotion in Selected Municipalities

- Provide assistance to local boards of health, school committees, zoning boards, city councils, and other municipal boards to promote and enact evidence-based policies.
- Promote comprehensive tobacco sales regulations using model regulation language provided by MTCP.
- Provide resources to landlords, condo owners, public housing and tenants on voluntary policies for smoke-free multi-unit housing (if documented interest).
- Communicate with regional Community Partnership program and statewide TA providers on local policy happenings.
- Related activities approved by MTCP.
- Respond to complaints about violations of the Massachusetts Smoke-Free Workplace Law and local regulation within two weeks of the complaint made in writing to MTCP staff.
- Enforce state and local tobacco laws and conduct follow up inspections to ensure compliance.

III. Community Education

- Promote MTCP evidence-based resources to the general public.
- Educate municipal stakeholders about tobacco industry tactics that target young people.
- Related activities approved by MTCP.

IV. Promotion of Youth Program

- Promote and recruit Chapters for The 84 in local communities.
- Coordinate with Community Partnership programs to mobilize youth around policy initiatives.
- Related activities approved by MTCP.

Consistent with the RFR, additional components or expanded components may be added when more funds are available. Interventions for related issues such as gambling, drug paraphernalia, opiate-use, illicit drug use, or wellness may be integrated into programs when funds are available. Additional options under components may be added if funds are available and if approval is attained by MTCP.

TRAINING REQUIREMENTS:

- New inspectors must be trained by MTCP prior to conducting inspections or compliance checks with youth.
- Youth inspectors must be trained using the online youth training and the MTCP-provided Youth Training Outline prior to conducting compliance checks.

ADMINISTRATIVE REQUIREMENTS:

- Submit an annual workplan with targets using the MTCP approved format with within the time period required by MTCP.
- Participate in all MTCP data collection and evaluation activities as requested, including RDMS inspections, establishment profiles, compliance checks, and surveys. Enter all RDMS enforcement and survey data **by the 10th of the following month.**
- Submit quarterly reports on work plan targets and milestones by:
October 10, January 10, April 10, July 10
- Submit a timely and accurate electronic Quarterly Expense Report to SharePoint by:
October 15, January 15, April 15, July 30
- Participate in statewide and/or local coalitions to reduce use of tobacco.
- Comply with BOH Fiscal Manual, RDMS Protocols, and Inspection and Compliance Check Protocols.
- Site visits scheduled during this fiscal year can include a request for a field ride-long for inspections or compliance checks.
- Attend and participate in all required events and meetings, including statewide meetings, Kick Butts Day, trainings, and quarterly regional meetings with Community Partnership programs.
- Attend required conference calls and webinars.
- Utilize MTCP communication materials to increase impact of program messages. Coordinate media efforts with regional Community Partnership program.
- Paid media and materials cannot be purchased by the program without prior approval in writing from MTCP.
- BOH program staff time and MTCP funds may not be used for lobbying purposes.
- Have access to a telephone and computer including e-mail, internet access, Microsoft Word, Excel and a scanner.
- Comply with the requirements of the Americans with Disabilities Act regarding access to program services.
- Be a smoke-free work environment.

Attachment: FY17 Tobacco Control (3589 : FY17 Tobacco Grant Acceptance - No Match- \$60,832.00)

NEW BUDGET:

- 1 Complete all the sections in gray.
- 2 Make sure the % for Fringe and Agency Administrative Support is consistent with the approved rate for this RFR.

Amending a Budget:

- 1 Enter the budget changes in the Proposed Changes column as a + or - (depending on request.)
- 2 Be sure the Proposed Changes column totals to zero at the bottom of the page.



City Council

SCHEDULED

Meeting: 07/18/16 07:00 PM
Initiator: Jennifer Whisher
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3586

13

FY15 Assistance to Firefighters Grant (AFG) - Match Needed- \$48,840 (Mayor Sarno)

WHEREAS, the Fire Department ("Department") has been awarded an "Assistance to Firefighters Grant" of \$44,440.00 from the Federal Emergency Management Agency (FEMA); and

WHEREAS, the purpose of the grant is to provide financial assistance to ensure that the health and safety of the public and firefighting personnel are protected against fire-related hazards; and

WHEREAS, the Department intends to use the grant funds to replace twenty-two (22) sets of turnout gear, all over ten (10) years old; And

WHEREAS, the total cost of all components that this funding will be used for is \$48,840.00; and

WHEREAS, the grant will pay \$44,400.00 toward the cost of the total expenses and requires the City to contribute \$4,440.00 (10% of the Federal contribution), which will be paid from the Fire Department's General Fund budget; 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 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:

Assistance to Firefighters Grant - \$48,840.00



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 6.22.16

Department Requesting Grant Setup Fire

Department Phone # (Please include extension) 750.2423

Name and Title of Person to Contact in Case of Questions Erica Floyd,
Director of
Finance/Admin

Was this Grant previously setup for a prior fiscal year? Yes
If yes, please indicate your previous project number: 69325

If this is a new Grant, have you filled out the “Approval to apply for a grant” Form?
(Y/N) Y 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: FY 15 Assistance to Firefighters Grant Program (AFG)

Total Grant Amount Awarded: \$48,840 (Federal portion - \$44,400)

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

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

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

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

Actual Award Date 6.8.2016

Board Approval Date

Start Date 6.8.2016

Expiration Date 6.7.2017

Renewal Action Date (optional)

If there are any Matching Funds:

Type	Cash
Percent	10%
Amount	\$4,440

Is there any Leverage? HUD FUNDING ONLY

Source
Amount

Comments re: Description/Purpose of Grant

To replace 22 sets of turnout gear, all over 10 years old.

Comments re: Conditions/Restrictions of Grant

Must be used for that sole purpose and within one year.

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

What is the required drawdown frequency?

(Ex: Monthly, Quarterly) N/A

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

Attachment: Firefighters Assistance Grant Setup Form (3586 : AFG Grant - Match Needed - \$48,840.00)

Please enter any wire reference/identification # that may be used (if known)
Award# EMW-2015-FO-03381

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

Org Code: 26932200

Object Codes: 558400

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

6-22-16
Date

Please attach the following documents:

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

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

Attachment: Firefighters Assistance Grant Setup Form (3586 : AFG Grant - Match Needed - \$48,840.00)

Award Package

Attachment: Firefighters Assistance Grant Award Package (3586 : AFG Grant - Match Needed - \$48,840.00)

U.S. Department of Homeland Security
Washington, D.C. 20472



FEMA

Mr. Garrett Sullivan
City of Springfield
36 Court Street
Springfield, Massachusetts 01103-1602

Re: Award No.EMW-2015-FO-03381

Dear Mr. Sullivan:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2015 Assistance to Firefighters Grant has been approved in the amount of \$44,400.00. As a condition of this award, you are required to contribute a cost match in the amount of \$4,440.00 of non-Federal funds, or 10 percent of the Federal contribution of \$44,400.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the Assistance to Firefighters Grant Programs' e-grant system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo
- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2015 Assistance to Firefighters Grant Notice of Funding Opportunity.

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Prior to requesting Federal funds, all recipients are required to register in the System for Award Management (SAM.gov). As the recipient, you must register and maintain current information in SAM.gov until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that the recipient review and update the information annually after the initial registration, and more frequently for changes in your information. There is no charge to register in SAM.gov. Your registration must be completed on-line at <https://www.sam.gov/portal/public/SAM/>. It is your entity's responsibility to have a valid DUNS number at the time of registration.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please go to <https://portal.fema.gov> to accept or decline your award. This will take you to the Assistance to Firefighters eGrants system. Enter your User Name and Password as requested on the login screen. Your User Name and Password are the same as those used to complete the application on-line.

Once you are in the system, the Status page will be the first screen you see. On the right side of the Status screen, you will see a column entitled Action. In this column, please select the View Award Package from the drop down menu. Click Go to view your award package and indicate your acceptance or declination of award. PLEASE NOTE: your period of performance has begun. If you wish to accept your grant, you should do so immediately. When you have finished, we recommend printing your award package for your records.

Step 2: If you accept your award, you will see a link on the left side of the screen that says "Update 1199A" in the Action column. Click this link. This link will take you to the SF-1199A, Direct Deposit Sign-up Form. Please complete the SF-1199A on-line if you have not done so already. When you have finished, you must submit

Attachment: Firefighters Assistance Grant Award Package (3586 : AFG Grant - Match Needed - \$48,840.00)

the form electronically. Then, using the Print 1199A Button, print a copy and take it to your bank to have the bottom portion completed. Make sure your application number is on the form. After your bank has filled out their portion of the form, you must fax a copy of the form to FEMA's SF-1199 Processing Staff at 301-998-8699. You should keep the original form in your grant files. After the faxed version of your SF 1199A has been reviewed you will receive an email indicating the form is approved. Once approved you will be able to request payments online. If you have any questions or concerns regarding your 1199A, or the process to request your funds, please call (866) 274-0960.

Sincerely,



Brian E. Kamoie
Assistant Administrator for Grant Programs

Attachment: Firefighters Assistance Grant Award Package (3586 : AFG Grant - Match Needed - \$48,840.00)

Attachment: Firefighters Assistance Grant Award Package (3586 : AFG Grant - Match Needed - \$48,840.00)

Summary Award Memo

**SUMMARY OF ASSISTANCE ACTION
ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM
Application**

INSTRUMENT: GRANT
AGREEMENT NUMBER: EMW-2015-FO-03381
GRANTEE: City of Springfield
DUNS NUMBER: 066985920
AMOUNT: \$48,840.00, Operations and Safety

Project Description

The purpose of the Assistance to Firefighters Program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards.

After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application, and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant program's purpose and worthy of award. The projects approved for funding are indicated by the budget or negotiation comments below. The recipient shall perform the work described in the grant application for the recipient's approved project or projects as itemized in the request details section of the application and further described in the grant application narrative. The content of the approved portions of the application - along with any documents submitted with the recipient's application - are incorporated by reference into the terms of the recipient's award. The recipient may not change or make any material deviations from the approved scope of work outlined in the above referenced sections of the application without prior written approval, via amendment request, from FEMA.

Period of Performance

08-JUN-16 to 07-JUN-17

Amount Awarded

The amount of the award is detailed in the attached Obligating Document for Award. The following are the budgeted estimates for object classes for this grant (including Federal share plus recipient match):

Personnel:	\$0.00
Fringe Benefits	\$0.00
Travel	\$0.00
Equipment	\$48,840.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00
Indirect Charges	\$0.00

Attachment: Firefighters Assistance Grant Award Package (3586 : AFG Grant - Match Needed - \$48,840.00)

State Taxes	\$0.00
Total	\$48,840.00

NEGOTIATION COMMENTS IF APPLICABLE (max 8000 characters)

The Program Office has made the following reduction to the grant: Equipment will not be funded. Therefore, they have recommended the award at this level:

Total budget \$ 48,840
Federal share \$ 44,400
Applicant share \$ 4,440

Any questions pertaining to your award package, please contact your GPD Grants Management Specialist: Ramesa Pitts at Ramesa.Pitts@dhs.gov.

FEMA Officials

Program Officer: The Program Specialist is responsible for the technical monitoring of the stages of work and technical performance of the activities described in the approved grant application. If you have any programmatic questions regarding your grant, please call the AFG Help Desk at 866-274-0960 to be directed to a program specialist.

Grants Assistance Officer: The Assistance Officer is the Federal official responsible for negotiating, administering, and executing all grant business matters. The Officer conducts the final business review of all grant awards and permits the obligation of federal funds. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a Grants Management Specialist.

Grants Operations POC: The Grants Management Specialist shall be contacted to address all financial and administrative grant business matters for this grant award. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a specialist.

ADDITIONAL REQUIREMENTS (IF APPLICABLE) (max 8000 characters)

The Program Office has made the following reduction to the grant: Equipment will not be funded. Therefore, they have recommended the award at this level:

Total budget \$ 48,840
Federal share \$ 44,400
Applicant share \$ 4,440

Any questions pertaining to your award package, please contact your GPD Grants Management Specialist: Ramesa Pitts at Ramesa.Pitts@dhs.gov.

Attachment: Firefighters Assistance Grant Award Package (3586 : AFG Grant - Match Needed - \$48,840.00)

Agreement Articles



FEMA

U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES

ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM - Operations and Safety

GRANTEE: City of Springfield

PROGRAM: Operations and Safety

AGREEMENT NUMBER: EMW-2015-FO-03381

AMENDMENT NUMBER:

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Attachment: Firefighters Assistance Grant Award Package (3586 : AFG Grant - Match Needed - \$48,840.00)

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Article XLI	Environmental Planning and Historic Preservation Screening

I. Assurances, Administrative Requirements and Cost Principles

Recipients of DHS federal financial assistance must complete OMB Standard Form 424B Assurances – Non-Construction Programs. Certain assurances in this document may not be applicable to your program, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions.

The administrative requirements and cost principles that apply to DHS award recipients originate from:

2 C.F.R. Part 200, Uniform Administrative Requirement, Cost Principles, and Audit Requirements for Federal Awards, as adopted by DHS at 2 C.F.R. Part 3002.

II. Acknowledgement of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

III. Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

IV. Age Discrimination Act of 1975

All recipients must comply with the requirements of the *Age Discrimination Act of 1975* (42 U.S.C. § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

V. Americans with Disabilities Act of 1990

All recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).

VI. Best Practices for Collection and Use of Personally Identifiable Information (PII)

All recipients who collect PII are required to have a publically-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate.

Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: [Privacy Guidance](#) and [Privacy template](#) respectively.

VII. Title VI of the Civil Rights Act of 1964

All recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. § 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Implementing regulations for the Act are found at [6 C.F.R. Part 21](#) and [44 C.F.R. Part 7](#).

VIII. Civil Rights Act of 1968

All recipients must comply with [Title VIII of the Civil Rights Act of 1968](#), which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 *et seq.*), as implemented by the Department of Housing and Urban Development at [24 C.F.R. Part 100](#). The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see [24 C.F.R. § 100.201](#)).

IX. Copyright

All recipients must affix the applicable copyright notices of [17 U.S.C. §§ 401 or 402](#) and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the

work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

X. **Debarment and Suspension**

All recipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

XI. **Drug-Free Workplace Regulations**

All recipients must comply with the *Drug-Free Workplace Act of 1988* (41 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. DHS has adopted the Act's implementing regulations at 2 C.F.R Part 3001.

XII. **Duplication of Benefits**

Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the non-Federal entity from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards.

XIII. **Energy Policy and Conservation Act**

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with this Act.

XIV. **Reporting Subawards and Executive Compensation**

a. **Reporting of first-tier subawards.**

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. *Where and when to report.*

i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsr.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.

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 award is \$25,000 or more;

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 section 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 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 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

(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 section 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. *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;
- iv. A domestic or foreign for-profit organization;
- v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

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

3. *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 Sec. __.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
- iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. *Subrecipient* means an entity 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.

5. *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)):

- i. *Salary and bonus.*
- ii. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical

reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

v. *Above-market earnings on deferred compensation which is not tax-qualified.*

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

XV. **False Claims Act and Program Fraud Civil Remedies**

All recipients must comply with the requirements of 31 U.S.C. §3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

XVI. **Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424B, item number 17 for additional information and guidance.

XVII. **Fly America Act of 1974**

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XVIII. **Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. §2225a, all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, 15 U.S.C. §2225.

XIX. **Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

All recipients must comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation

and written translation. In order to facilitate compliance with Title VI, recipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, *Improving Access to Services for Persons with Limited English Proficiency* (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, *DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

XX. Lobbying Prohibitions

All recipients must comply with 31 U.S.C. §1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

XXI. Non-supplanting Requirement

All recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Where federal statutes for a particular program prohibits supplanting, applicants or recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

XXII. Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. § 401.14.

XXIII. Procurement of Recovered Materials

All recipients must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with

maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

XXIV. Contract Provisions for Non-federal Entity Contracts under Federal Awards

a. Contracts for more than the simplified acquisition threshold set at \$150,000.

All recipients who have contracts exceeding the acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by Civilian Agency Acquisition Council and the Defense Acquisition Regulation Council as authorized by 41 U.S.C. §1908, must address administrative, contractual, or legal remedies in instance where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

b. Contracts in excess of \$10,000.

All recipients that have contracts exceeding \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

XXV. SAFECOM

All recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

XXVI. Terrorist Financing E.O. 13224

All recipients must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the E.O. and laws.

XXVII. Title IX of the Education Amendments of 1972 (Equal Opportunity in Education Act)

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity

receiving Federal financial assistance. Implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19

XXVIII. Trafficking Victims Protection Act of 2000

All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act (TVPA) of 2000*, as amended (22 U.S.C. § 7104). This is implemented in accordance with OMB Interim Final Guidance, *Federal Register*, Volume 72, No. 218, November 13, 2007. Full text of the award term is located at 2 CFR § 175.15.

XXIX. Rehabilitation Act of 1973

All recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

XXX. USA Patriot Act of 2001

All recipients must comply with requirements of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act)*, which amends 18 U.S.C. §§ 175–175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.

XXXI. Use of DHS Seal, Logo and Flags

All recipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

XXXII. Whistleblower Protection Act

All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

XXXIII. DHS Specific Acknowledgements and Assurances

All recipients must acknowledge and agree—and require any sub-recipients, contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions

governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS.
2. Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

XXXIV. System of Award Management and Universal Identifier Requirements

A. Requirement for System of Award Management

Unless exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for unique entity identifier

If authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (*see* definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you.
2. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.

C. Definitions

For purposes of this award term:

1. *System of Award Management(SAM)* means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <http://www.sam.gov>).

2. *Unique entity identifier* means the identifier required for SAM registration to uniquely identify business entities.

3. *Entity*, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:

- a. A Governmental organization, which is a State, local government, or Indian Tribe;
- b. A foreign public entity;
- c. A domestic or foreign nonprofit organization;
- d. A domestic or foreign for-profit organization; and
- e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. *Subaward*:

- a. 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.
- b. 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 200.330).
- c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. *Subrecipient* means an entity that:

- a. Receives a subaward from you under this award; and
- b. Is accountable to you for the use of the Federal funds provided by the subaward.

XXXV. Animal Welfare Act of 1966

All recipients of financial assistance will comply with the requirements of the Animal Welfare Act, as amended (7 U.S.C. §2131 et seq.), which requires that minimum standards of care and treatment be provided for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public. Recipients must establish appropriate policies and procedures for the humane care and use of animals based on the Guide for the Care and Use of Laboratory Animals and comply with the Public Health Service Policy and Government Principles Regarding the Care and Use of Animals.

XXXVI. Protection of Human Subjects

All recipients of financial assistance will comply with the requirements of the Federal regulations at 45 CFR Part 46, which requires that recipients comply with applicable provisions/law for the protection of human subjects for purposes of research. Recipients must also comply with the requirements in DHS Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. For purposes of 45 CFR Part 46, research means a systematic investigation, including research, development, testing, and evaluation, designed to develop or contribute to general knowledge. Activities that meet this definition constitute research for purposes of this policy, whether or not they are conducted or supported under a program that is considered research for other purposes. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable State and local law and is not directly regulated by 45 CFR Part 46.

XXXVII. Incorporation by Reference of Notice of Funding Opportunity

The Notice of Funding Opportunity for this program is hereby incorporated into your award agreement by reference. By accepting this award, the recipient agrees that all allocations and use of funds under this grant will be in accordance with the requirements contained in the Notice of Funding Opportunity.

XXXVIII. Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of

the changes to the award. If you have questions about these procedures, please contact the AFG Help Desk at 1-866-274-0960, or send an email to firegrants@dhs.gov.

XXXIX. Prior Approval for Modification of Approved Budget

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. § 200.308. For awards with an approved budget greater than \$150,000, you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

XL. Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.

XLI. Environmental Planning and Historic Preservation Screening

AFG funded activities (Modification to Facility or Equipment) that may require an EHP review, involving the installation or requiring renovations to facilities, including but not limited to air compressor/fill station/cascade system (Fixed) for filling SCBA, air improvement systems, alarm systems, antennas, gear dryer, generators (fixed), permanently mounted signs, renovations to facilities, sprinklers, vehicle exhaust systems (fixed) or washer/extractors are subject to FEMA's Environmental Planning and Historic Preservation (EHP) review process.

FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders.

To access the FEMA's Environmental and Historic Preservation (EHP) screening form and instructions go to our Department of Homeland Security/Federal Emergency Management Agency-website at: <https://www.fema.gov/library/viewRecord.do?id=6906>

In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. Failure to provide requisite information could result in delays in the release of grant funds.

Attachment: Firefighters Assistance Grant Award Package (3586 : AFG Grant - Match Needed - \$48,840.00)

**FEDERAL EMERGENCY MANAGEMENT AGENCY
OBLIGATING DOCUMENT FOR AWARD/AMENDMENT**

1a. AGREEMENT NO. EMW-2015-FO-03381	2. AMENDMENT NO. 0	3. RECIPIENT NO. 04-6001415	4. TYPE OF ACTION AWARD	5. CONTROL NO. WX02311N2016T
6. RECIPIENT NAME AND ADDRESS City of Springfield 605 Worthington Street Springfield Massachusetts, 01103-1602	7. ISSUING OFFICE AND ADDRESS Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 POC: Marketa Walker	8. PAYMENT OFFICE AND ADDRESS FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20472		
9. NAME OF RECIPIENT PROJECT OFFICER Garrett Sullivan	PHONE NO. 4137502422	10. NAME OF PROJECT COORDINATOR Catherine Patterson	PHONE NO. 1-866-274-0960	
11. EFFECTIVE DATE OF THIS ACTION 08-JUN-16	12. METHOD OF PAYMENT SF-270	13. ASSISTANCE ARRANGEMENT Cost Sharing	14. PERFORMANCE PERIOD From:08-JUN-16 To:07-JUN-17 Budget Period From:01-OCT-15 To:30-SEP-16	

15. DESCRIPTION OF ACTION

a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX- XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON- FEDERAL COMMITMENT
AFG	97.044	2016-F5-C111-P4310000-4101-D	\$0.00	\$44,400.00	\$44,400.00	\$4,440.00
TOTALS			\$0.00	\$44,400.00	\$44,400.00	\$4,440.00

b. To describe changes other than funding data or financial changes, attach schedule and check here.
N/A

16a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)

Assistance to Firefighters Grant recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN

This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)
N/ADATE
N/A18. FEMA SIGNATORY OFFICIAL (Name and Title)
Marketa WalkerDATE
01-JUN-16

Go Back

Attachment: Firefighters Assistance Grant Award Package (3586 : AFG Grant - Match Needed - \$48,840.00)

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: July 18, 2016
Re: Order for Council Meeting – July 18, 2016
Cc: Mayor Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the July 18, 2016 Council meeting which authorizes the City to appropriate \$4,440 as partial funding for the Fire Department's FY15 Assistance to Firefighters Grant (AFG).

Background: The Fire Department was recently awarded this grant in the total amount of \$48,840 from the Federal Emergency Management Agency (FEMA). In order to receive this funding, the City will be required to match 10% of the Federal contribution of \$44,400, which amounts to \$4,440 and will be paid from the Fire Department's General Fund budget. The Fire Department intends to use the funds to purchase twenty-two (22) sets of turnout gear, all of which are over 10 years old.

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

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

Attachment: CAFO Certification - Fire FY15 AFG Grant (3586 : AFG Grant - Match Needed - \$48,840.00)



City Council

SCHEDULED

Meeting: 07/18/16 07:00 PM
Initiator: Melanie Acobe
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3594

14

FY17 Summer Youth Jobs Grant - No Match Required \$4,000.00 (Mayor Sarno)

WHEREAS, the Parks Department (Department) has been awarded a Summer Youth Jobs grant of \$4,000.00 from the Massachusetts Attorney General's Office from July 1, 2016 through June 30, 2017; and

WHEREAS, the grant is intended to provide opportunities for employment, health, and wellness to benefit youth from low socio-economic status communities; and

WHEREAS, the Department intends to use the grant funds to promote these opportunities; and

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

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

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

FY17 Summer Youth Jobs Grant - No Match Required \$4,000.00



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 6/27/2016

Department Requesting Grant Setup Parks

Department Phone # (Please include extension) 787-7770

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

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

If yes, please indicate your previous project number: 89146

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

(Y/N) If yes, please attach a copy of the Approved Form.

Grant Type:

State – Highway

Federal Pass-Through DOE– School

Federal Direct– School

Federal – City

State DOE– School

State Other – School

XXX State – City

Private/Other

Grant Name: SUMMER YOUTH JOBS

Total Grant Amount Awarded: \$ 4,000.00

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

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

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

Entity Name	OFFICE OF MASS ATTORNEY GENERAL
Contact Person	MORGHAN CALLAHAM
Street Address	
City, State, Zip Code	
Telephone	
Fax	
E-Mail	morgan.callahan@state.ma.us

Actual Award Date 6/8/2016

Board Approval Date

Start Date 7/1/2016

Expiration Date 6/30/2017

Renewal Action Date (optional)

If there are any Matching Funds: NO

Type

Percent

Amount

Comments re: Description/Purpose of Grant

The grant will initiate the renovations to Camp STAR Angelina in Forest Park. Specifically, funds will support the construction of a new zero-entry pool and bathhouse, universal amphitheater and accessible trail to Porter Lake.

Comments re: Conditions/Restrictions of Grant

SUMMER YOUTH JOBS

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)

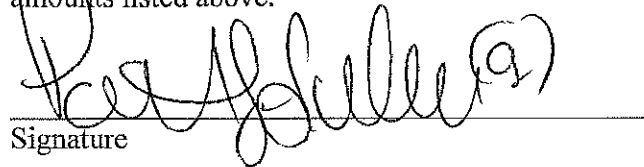
Please list all object codes needed for the grant.
(Attach additional sheets if additional orgs and roll-ups are needed):

Org Code:

Object Codes: 500400 SUMMER HELP

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

0-27-16
Date

Please attach the following documents:

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

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



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

MAURA HEALEY
ATTORNEY GENERAL

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

June 8, 2016

Ms. Paula Thayer
Springfield Department of Parks, Buildings & Recreation Management
200 Trafton Rd.
Springfield, MA 01108

RE: Healthy Summer Youth Jobs Grant

Dear Ms. Thayer,

Congratulations! I am pleased to notify you that the Attorney General's Office has chosen the Springfield Department of Parks, Buildings & Recreation Management as a recipient for the Healthy Summer Youth Jobs Grant. The Springfield Department of Parks, Buildings & Recreation Management will receive a grant up to \$4,000.00 subject to the terms and conditions of the Scope of Services to be forwarded separately.

The Attorney General's Office is honored to partner with your organization to help fulfill the grants mission of providing additional healthy summer jobs to youth. Healthy Summer Youth Jobs is designed to directly benefit youth in low socio-economic status (SES) communities by providing jobs, and by addressing leading contributors to chronic disease by promoting increased health/wellness/disease prevention activities for the employed youth and/or the populations they will serve.

Feel free to contact Allyson Trenteseaux by email at Allyson.Trenteseaux@state.ma.us or by phone at 617-963-2077 if you have any questions or concerns.

Again, I thank you, on behalf of the Office of the Attorney General, for your work with youth and we look forward to working with you on this vital effort.

Cordially,

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

Maura Healey
Massachusetts Attorney General

Cc: A. Trenteseaux, P. Sullivan

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

CONTRACTOR LEGAL NAME: City of Springfield Parks & Recreation (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Office of the Attorney General MMARS Department Code: AGO	
Legal Address: (W-9, W-4, T&C): 200 Trafton Road		Business Mailing Address: One Ashburton Place, 20 th Floor, Boston, MA 02108	
Contract Manager: Patrick J. Sullivan		Billing Address (if different):	
E-Mail: psullivan@springfieldcityhall.com		Contract Manager: Allyson Trenteseaux	
Phone: (413) 787-6440	Fax:	E-Mail: Allyson.Trenteseaux@state.ma.us	
Contractor Vendor Code:		Phone: 617-963-2077	Fax: 617-963-2440
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:	
☒ NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ☐ Statewide Contract (OSD or an OSD-designated Department) ☐ Collective Purchase (Attach OSD approval, scope, budget) ☒ Department Procurement (Includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) ☐ Emergency Contract (Attach justification for emergency, scope, budget) ☐ Contract Employee (Attach <u>Employment Status Form</u> , scope, budget) ☐ Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)		☐ CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____, Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) ☐ Amendment to Scope or Budget (Attach updated scope and budget) ☐ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ☐ Contract Employee (Attach any updates to scope or budget) ☐ Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract.			
☒ Commonwealth Terms and Conditions ☐ Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. ☐ Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) ☒ Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended): <u>\$4,000.00</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: ___agree to standard 45 day cycle ___statutory/legal or Ready Payments (G.L. c. 29, § 23A); ___only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) The Summer Youth Jobs grant program benefits youth from low socio-economic status (SES) communities by providing opportunities for employment, health, and wellness. The scope of services (attachment A) is incorporated by reference.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ___ 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and no obligations have been incurred prior to the <u>Effective Date</u> . ___ 2. may be incurred as of _____, 20____, a date LATER than the <u>Effective Date</u> below and no obligations have been incurred prior to the <u>Effective Date</u> . ☒ 3. were incurred as of <u>July 5</u> , 2016, a date PRIOR to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>September 15, 2016</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions , this Standard Contract Form including the Instructions and Contractor Certifications , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
SIGNATURE FOR THE CONTRACTOR: (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Domenic J. Sarno</u> Print Title: <u>Mayor</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Anne Wong</u> Print Title: <u>Deputy Budget Director</u>	

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NEW CONTRACTS (left side of Form):

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

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

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

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

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

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

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

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

CONTRACT AMENDMENT (Right Side of Form)

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

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

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

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

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

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

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

COMMONWEALTH TERMS AND CONDITIONS

Identify which Commonwealth Terms and Conditions the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See Vendor File and W-9s Policy.

COMPENSATION

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

PAYMENTS AND PROMPT PAY DISCOUNTS

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

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

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

ANTICIPATED START DATE

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

CONTRACT END DATE

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

appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c.4, s.9.

CERTIFICATIONS AND EXECUTION

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

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

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

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

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

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

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

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

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

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

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

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and G.L. c. 11, s.12 seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



regulation including, Executive Order 147; G.L. c. 29, s. 29F G.L. c.30, § 39R, G.L. c.149, § 27C, G.L. c.149, § 44C, G.L. c.149, § 148B and G.L. c. 152, s. 25C.

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

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

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

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

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

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

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

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under G.L. c. 93H and c. 66A and Executive Order 504. The Contractor is required to comply with G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information

transmitted electronically or through a portable device be properly encrypted using (at a minimum) Information Technology Division (ITD) Protection of Sensitive Information, provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to G.L. c. 214, s. 3B.

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

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

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the Federal Equal Employment Opportunity (EEO) Laws the Americans with Disabilities Act; 42 U.S.C. Sec. 12,101, et seq., the Rehabilitation Act; 29 USC c. 16 s. 794; 29 USC c. 16, s. 701; 29 USC c. 14, 623; the 42 USC c. 45; (Federal Fair Housing Act); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 92A; G.L. c. 272, s. 98 and 98A, Massachusetts Constitution Article CXIV and G.L. c. 93, s. 103; 47 USC c. 5, sc. II, Part II, s. 255 (Telecommunication Act); Chapter 149, Section 105D, G.L. c. 151C, G.L. c. 272, Section 92A, Section 98 and Section 98A, and G.L. c. 111, Section 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and Resources.

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

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The Information Technology Mandatory Specifications and the IT Acquisition Accessibility Contract Language are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the Expenditure Classification Handbook or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to G.L. c. 7 s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the



COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

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

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

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

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

EXECUTIVE ORDERS

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

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

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

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

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

Executive Order 504. Regarding the Security and Confidentiality of Personal Information. For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts

Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth Information Technology Division's Security Policies. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "Security Policies"; (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"); (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the Commonwealth's Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 3B for violations under M.G.L. c. 66A. Executive Orders 523, 524 and 526, Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478), Executive Order 524 (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 380), Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.



MAURA HEALEY
ATTORNEY GENERAL

ATTACHMENT A SCOPE OF SERVICES

BETWEEN THE MASSACHUSETTS OFFICE OF THE ATTORNEY GENERAL
AND SPRINGFIELD PARKS & RECREATION

City of Springfield's Department of Parks, Buildings and Recreation Management

1 INTRODUCTION

This Scope of Services (SOS) is between the Massachusetts Office of the Attorney General (AGO) and **Springfield Parks & Recreation** and is in regard to the **2016 Healthy Summer Youth Jobs grant**.

The entire agreement between the parties (the "Contract") consists of the following documents in the following order of precedence:

1. The Commonwealth Standard Terms and Conditions;
2. The Commonwealth Standard Form Contract;
3. All requirements listed in the **2016 Healthy Summer Youth Jobs grant RFP**;
4. All statements of activities to be conducted in **Springfield Parks & Recreation's** response to the **2016 Healthy Summer Youth Jobs grant**; and
5. This SOS (Attachment A).

2 OVERVIEW, EFFECTIVE DATE, AND TERM

This Contract's term (the "Term") begins on the date that it is executed by both parties (the "Effective Date") and shall terminate on **September 15, 2016** ("Termination Date"). Grant funds may be used for youth salary and administrative support between July 5, 2016 and August 26, 2016.

3 AMOUNT OF AWARD AND CONDITIONS

The amount of this award is **\$4,000.00**. This award is subject to the provisions set forth in this Contract, including but not limited to the following conditions:

- Completion of Grant contract materials, including original signatures.
- Continued compliance with the AGO Non-Profit Organizations/Public Charities Division's requirements for annual reports, if applicable.
- Any funds unexpended by the termination date must be remitted back to the AGO.
- The AGO will monitor the grantee to ensure that the requirements and objectives of the grant are met.
- Any proposed changes to program budget or activities must be submitted in writing and approved in advance by the AGO.
- Grantees acknowledge that all documentation submitted to the AGO is subject to the Massachusetts Public Records Law, M.G.L. c. 66, § 10, and to M.G.L. c. 4, § 7, cl. 26.
- Submission of all required financial and program reports. This includes a final report due by September 15th, 2016.

- Please attribute the AGO as a funding source or partial funding source for any materials funded by the AGO. Suggested wording for print: "Funding provided by a grant received by the Massachusetts Attorney General's Office".
- When possible, please attribute #AGsummerjobs to any relevant social media postings.
- The AG hopes to visit some of the grantees over the summer and will be looking for a good opportunity to see the funds in action. Please keep the AGO apprised of any upcoming events where Attorney General Maura Healey could attend by emailing Allyson.trenteseaux@state.ma.us

4 BUDGET AND USE OF AWARD

Grantee Organization	Springfield Parks & Recreation
Award Amount	\$4,000.00
Number of youth jobs this award will fund	2
Number of youth hours this award will fund	350 @ 175 ea. For 2 workers x 35 hrs./wk x 5 wks.
Amount of award used for youth salary	\$3,500
Amount of award used for administrative support (maximum allowed is 10% of award)	\$500
Number of TOTAL youth your organization will employ this summer (from this grant and from all sources of funding)	52

- Any proposed changes to allocation of budget above must be submitted in writing for approval. This can be done by emailing Allyson.trenteseaux@state.ma.us

5 ACCEPTANCE

By signing below, the parties agree to this Scope of Services.

The undersigned hereby represent that they are duly authorized to execute this Scope of Services on behalf of their respective organizations.

Massachusetts Office of the Attorney General (AGO)

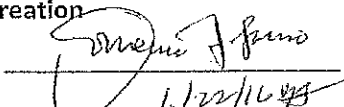
Signature: _____

Date: _____

Name: _____

Title: _____

Springfield Parks & Recreation

Signature:  _____

Date: 6/22/16

Name: Domenic J. Sarno

Title: Mayor, City of Springfield



COMMONWEALTH TERMS AND CONDITIONS

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of

Massachusetts ("State") Departments and Contractors. *Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void.* Upon execution of these Commonwealth Terms and Conditions by the Contractor and filing as prescribed by the Office of the Comptroller, these Commonwealth Terms and Conditions will be incorporated by reference into any Contract for Commodities and Services executed by the Contractor and any State Department, in the absence of a superseding law or regulation requiring a different Contract form. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

1. **Contract Effective Start Date.** Notwithstanding verbal or other representations by the parties, or an earlier start date indicated in a Contract, the effective start date of performance under a Contract shall be the date a Contract has been executed by an authorized signatory of the Contractor, the Department, a later date specified in the Contract or the date of any approvals required by law or regulation, whichever is later.

2. **Payments And Compensation.** The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to M.G.L. C. 29, §26, or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to M.G.L. C. 7A, §3 and 815 CMR 9.00. Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.

3. **Contractor Payment Mechanism.** All Contractors will be paid using the Payment Voucher System unless a different payment mechanism is required. The Contractor shall timely submit invoices (Payment Vouchers - Form PV) and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and 815 CMR 4.00, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System, shall be used only for "Individual Contractors" who have been determined to be "Contract Employees" as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.

4. **Contract Termination Or Suspension.** A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor

failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

5. **Written Notice.** Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

6. **Confidentiality.** The Contractor shall comply with M.G.L. C. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to the Department's public records, documents, files, software, equipment or systems.

7. **Record-keeping And Retention, Inspection Of Records.** The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

8. **Assignment.** The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. C. 106, §9-318. The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.

9. **Subcontracting By Contractor.** Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

10. **Affirmative Action, Non-Discrimination In Hiring And Employment.** The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

11. **Indemnification.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated



COMMONWEALTH TERMS AND CONDITIONS

settlement agreement or judgment. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.

12. **Waivers.** Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

13. **Risk Of Loss.** The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.

14. **Forum, Choice of Law And Mediation.** Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

15. **Contract Boilerplate Interpretation, Severability, Conflicts With Law.** Any amendment or attachment to any Contract which contains language or has the effect of a deleting, replacing or modifying any language of these Commonwealth Terms and Conditions, as officially

published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1. of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

IN WITNESS WHEREOF, The Contractor certify under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory below:

CONTRACTOR AUTHORIZED SIGNATORY: _____

Print Name: Domenic J. Sarno

Title: Mayor, City of Springfield

Date: _____

(Check One): ☒ Organization ☐ Individual

Full Legal Organization or Individual Name: City of Springfield

Doing Business As: Name (If Different): _____

Tax Identification Number: E0460001415

Address: 36 Court Street

Telephone: (413) 787-6440

FAX: _____

INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS

A "Request for Verification of Taxation Reporting Information" form (Massachusetts Substitute W-9 Format), that contains the Contractor's correct TIN, name and legal address information, must be on file with the Office of the Comptroller. If the Contractor has not previously filed this form with the Comptroller, or if the information contained on a previously filed form has changed, please fill out a W-9 form and return it attached to the executed COMMONWEALTH TERMS AND CONDITIONS.

If the Contractor is responding to a Request for Response (RFR), the COMMONWEALTH TERMS AND CONDITIONS must be submitted with the Response to RFR or as specified in the RFR. Otherwise, Departments or Contractors must timely submit the completed and properly executed COMMONWEALTH TERMS AND CONDITIONS (and the W-9 form if applicable) to the: **Payee and Payments Unit, Office of the Comptroller, 9th Floor, One Ashburton Place, Boston, MA 02108** in order to record the filing of this form on the MMARS Vendor File. Contractors are required to execute and file this form only once.

Issued May

2004



COMMONWEALTH OF MASSACHUSETTS

CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME :

CONTRACTOR VENDOR/CUSTOMER CODE:

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

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

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

AUTHORIZED SIGNATORY NAME	TITLE
Domenic J. Sarno	Mayor

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

Signature: Domenic J. Sarno

Date: 6/22/2004

Title: Mayor, City of Springfield

Telephone: (413) 787-6100

Fax: (413) 787-6104

Email: DSarno@springfieldcityhall.com

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

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

COMMONWEALTH OF MASSACHUSETTS

CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May

2004



CONTRACTOR LEGAL NAME :

CONTRACTOR VENDOR/CUSTOMER CODE:

PROOF OF AUTHENTICATION OF SIGNATURE

This page is optional and is available for a department to authenticate contract signatures.
It is recommended that Departments obtain authentication of signature for the signatory
who submits the Contractor Authorized Listing.

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

Signatory's full legal name (print or type): Domenic J. Sarno

Title: Mayor, City of Springfield

X

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

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

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

June 22, 2014.

My commission expires on:

STEPHANIE A. LIEBL

Notary Public

My Commission Expires September 29, 2017

AFFIX NOTARY SEAL

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

_____, 20____.

AFFIX CORPORATE SEAL



City Council

SCHEDULED

Meeting: 07/18/16 07:00 PM
Initiator: Christopher Fraser
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3583

15

Police Department Donations - \$3,989.80 (Mayor Sarno)

WHEREAS, the Springfield Police Department has been awarded donations totaling \$3,989.80 from various individuals and organizations; and

WHEREAS, the funds provided by the donors were designated for the Police Department's Donation Fund; and

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

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

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

Police Department Donations - \$3,989.80

SPRINGFIELD POLICE DEPARTMENT - FY16 DONATIONS

Date	Donator	Address	Purpose	Amount
7/31/2015	TOM TOM PAINTING	151 FOREST PARK AVE SPRINGFIELD 011008	C3 FOREST PARK	\$ 200.00
8/8/2015	MARIE AND CHARLES HEEDEN	27 WESTERNVIEW STREET SPRINGFIELD 01108	C3 FOREST PARK	\$ 50.00
8/1/2015	KATHLEEN COWLES AND JOSEPH RIENDEAU	23 KENWOOD PARK SPRINGFIELD 01108	C3 FOREST PARK	\$ 50.00
8/27/2015	SANTANDER TAG SALE FOR C3	FOREST PARK COMMUNITY	C3 FOREST PARK	\$ 1,318.10
8/27/2015	LAZARE SHANDA	C3 COMMUNITY	C3 FOREST PARK	\$ 45.00
9/18/2015	THOMAS SATTAL	C3 COMMUNITY	C3 FOREST PARK	\$ 176.00
9/18/2016	KELLY GAVIN	C3 COMMUNITY	C3 FOREST PARK	\$ 60.00
12/10/2015	ANTHONY ALBANO	C3 COMMUNITY	C3 FOREST PARK	\$ 5.00
1/12/2016	C3	C3 COMMUNITY	C3 FOREST PARK	\$ 5.00
2/22/2016	HEDEEN	C3 COMMUNITY	C3 FOREST PARK	\$ 75.00
2/22/2016	COWLES	C3 COMMUNITY	C3 FOREST PARK	\$ 50.00
7/31/2015	LAUREN TOWNLEY	8 BELLEVUE AVE SPRINGFIELD 01108	K-9 UNIT	\$ 75.00
12/10/2015	BIG Y	K9 TRAINING	K-9 UNIT	\$ 500.00
3/24/2016	GREG AND DOROTHY BLAIN HAMES	63 JOY ST CHICOPEE MA	K-9 UNIT	\$ 50.00
4/20/2016	BETTY MARTENSON	142 BIRCHLAND AVE SPFLD	K-9 UNIT	\$ 50.00
4/25/2016	ALAN AND MEREDITH HAGER	350 N GROVE ISLE CIR VERO BEACH FL	K-9 UNIT	\$ 35.00
4/25/2016	MATTHEW AND CAROLYN REED	136 LANCASTER ROAD FREEHOLD NJ	K-9 UNIT	\$ 50.00
4/25/2016	DONALYN GROSS	189 PORTER LAKE DRIVE SPFLD 01106	K-9 UNIT	\$ 100.00
4/25/2016	JAMES AND EILEEN GROSS	28 RIVER PARK DRIVE HAMPDEN, MA	K-9 UNIT	\$ 20.00
4/25/2016	M CONNIE LAPLANTE REAL ESTATE	21 LYMAN STREET SOUTH HADLEY 01075	K-9 UNIT	\$ 25.00
5/6/2016	PAUL AND MARGARET SOTOLOTTO	37 SOMERS ROAD ENFIELD CT 06082-3213	K-9 UNIT	\$ 35.00
5/6/2016	THERESA HARTLEY	640 BRADLEY ROAD SPRINGFIELD MA 01109-1423	K-9 UNIT	\$ 50.00
5/13/2016	MARY LOY SMITH	101 WESTMORELAND AVE LONGMEADOW MA	K-9 UNIT	\$ 125.00
5/17/2016	JAMES AND PATRICIA SHANLEY	63 BATTLE STREET APT 66 SOMERS CT 06071	K-9 UNIT	\$ 25.00
5/23/2016	SPIRIT OF SPRINGFIELD	1350 MAIN STREET SPRINGFIELD 01103	K-9 UNIT	\$ 715.70
6/7/2016	KATHLEEN COWLES AND JOSEPH RIENDEAU	23 KENWOOD PARK SPRINGFIELD 01108	C3 FOREST PARK	\$ 100.00
Total				\$ 3,989.80

Attachment: Police Donations (3583 : Police Department Donations - \$3,989.80)



City Council

SCHEDULED

Meeting: 07/18/16 07:00 PM
Initiator: Melanie Acobe
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3590

16

After School/Weekend Program for Youth Grant Acceptance - No Match Required \$2,064 (Mayor Sarno)

WHEREAS, the Springfield City Library ("Department") has been awarded an After School/Weekend Program for Youth Grant of \$2,064.00 from the Saul O. Sidore Memorial Foundation; And

WHEREAS, the purpose of this grant is to help expand the department's after-school and weekend program for at-risk youth; and

WHEREAS, the Department intends to use the grant funds to be used for this purpose; 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:

**After School/Weekend Program for Youth Grant Acceptance - No Match
Required \$2,064**



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 6/13/16

Department Requesting Grant Setup Library

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

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

Was this Grant previously setup for a prior fiscal year? No
If yes, please indicate your previous project number:
If this is a new Grant, have you filled out the “Approval to apply for a grant” Form?
(Y/N) If yes, please attach a copy of the Approved Form.

Grant Type:

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

X

Grant Name: After School/Weekend Program for Youth

Total Grant Amount Awarded: \$2,064

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 6/1/2016

Board Approval Date

Start Date 7/1/2016

Expiration Date 6/30/2017

Renewal Action Date (optional)

If there are any Matching Funds:

Type

Percent

Amount

Comments re: Description/Purpose of Grant

Comments re: Conditions/Restrictions of Grant

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

What is the required drawdown frequency?

(Ex: Monthly, Quarterly)

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

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

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

Org Code:

Object Codes: 530105 551700 571100 551300 524020 531040 531200 580900

Budget Roll-Up Codes: YES

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

____Molly Fogarty____
Signature

____6/13/16____
Date

Please attach the following documents:

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

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

SAUL O SIDORE MEMORIAL FOUNDATION
15 GLENEAGLE DRIVE
BEDFORD, NEW HAMPSHIRE 03110

1 June 2016

Ms. Layla Johnston, Manager
Indian Orchard and Brightwood Branches
Springfield City Library
44 Oak Street
Springfield, Massachusetts 01107

Dear Ms. Johnston,

At their recent meeting, the Trustees of the Foundation voted to grant \$2,064 to the Springfield City Library to help expand its after-school and weekend program for at-risk youth, as outlined in your letter of 19 April. It is intended that this grant may be used only for that purpose. Our check in the amount of the grant is enclosed; kindly arrange for its receipt to be acknowledged to me. This grant is made in memory of Rebecca Lee Spitz, a member of our Board and a librarian, who believed in literacy as an important tool in helping all young people toward achieving their life goals.

We hope that the program will help to achieve some improvement in the lives of the young people involved. We would appreciate receiving a report, even anecdotal, after the program has been in effect for some time, giving some indication of how things are working out. Please keep up your good work.

Sincerely,


Ralph P. Sidore
Treasurer



April 15, 2016

Saul O. Sidore Memorial Foundation
15 Gleneagle Drive
Bedford, New Hampshire 03110

Central Library
220 State Street
Springfield, MA 01103
413-263-6828
Fax: 413-263-6825

Brightwood
359 Plainfield Street
Springfield, MA 01107
413-263-6805

East Forest Park
122 Island Pond Road
Springfield, MA 01118
413-263-6836

East Springfield
21 Osborne Terrace
Springfield, MA 01104
413-263-6840

Forest Park
380 Belmont Avenue
Springfield, MA 01108
413-263-6843

Indian Orchard
44 Oak Street
Springfield, MA 01151
413-263-6846

Library Express
204 Boston Road
Springfield, MA 01109
413-263-6855

Mason Square
765 State Street
Springfield, MA 01109
413-263-6853

Sixteen Acres
1187 Parker Street
Springfield, MA 01129
413-263-6858

Read/Write/Now
Adult Literacy Program
204 Boston Road
Springfield, MA 01109
413-263-6839

To the honorable trustees of the Saul O. Sidore Memorial Foundation:

My name is Layla Johnston. I am a librarian and manager with Springfield City Library. I am writing you to request funds to expand an after-school and weekend program for at-risk youth we offer at our Indian Orchard branch library. I hope my request fits the funding parameters of your foundation. Springfield City Library serves a high number of youth in danger of engaging in risky behaviors because of the presence of risk factors in their environment (either home or community). These factors include lack of healthy role models; poor community education outcomes; high rates of community substance abuse; high rates of community violence; and high unemployment and/or poverty rates. According to 2014 US Census Bureau data, 29.4% of Springfield residents live in poverty, compared to 11.4% of residents state-wide. 67.6% of Springfield residents are economically disadvantaged, in contrast to 26.3% for the state of Massachusetts as a whole. Springfield City Library offers at-risk youth a welcoming place to find information and homework help, meet with other youth in a safe environment, and provides classes and activities that promote literacy, cooperation, and foster a life-long love of learning and creating.

Teen programs are a high priority for library services in particular at Springfield City Library. One of our most popular after-school and weekend activities for youth is the Indian Orchard branch's Minecraft Club. The Minecraft Club is more than just a social gathering, however. The Minecraft program is a mentoring opportunity for teens: interested teens run the club to facilitate cooperative game play with younger participants. The teens develop leadership skills, and the younger players learn to work together to solve problems. Minecraft can be used to teach a wide variety of STEM based concepts, and the program our teen mentors run at our Indian Orchard branch is so successful we have expanded to offer 2 sessions of game play on Saturdays, and after-school game play on Thursdays. We currently serve at least 40 youth per week with Minecraft, but would like the opportunity to do so much more for the children of Springfield.

With financial help from the Saul O. Sidore Foundation, the library would be able to greatly expand the teaching aspect of our Minecraft Club. With funds provided by your organization, the library would purchase a server that would allow the players to learn far more about computer programming, command lines, and a wide range of technology skills. With a server, the library could host the club in-house. We currently use a monthly subscription service and the club is hosted by an external vendor, which limits our teaching capacity.

If we are fortunate enough to receive funding from your foundation, checks can be made payable to Springfield City Library. The library's federal Employee Identification Number is 046001415. I appreciate your consideration of the library's

funding request. Thank you for your time. Please do not hesitate to contact me if you have any further questions.

Sincerely,
Layla Johnston, Manager
Indian Orchard and Brightwood Branches
413-263-6828, ext. 293
ljohnston@springfieldlibrary.org

Costs:

Networking and data drop to server:	\$350
Server Equipment: Dell OptiPlex 7040 3.4GHz Core i7 8GB RAM 1TB hard drive, with additional memory	\$1125
Windows Server 2012 Software and Licenses:	\$589
Total Cost:	\$2,064



City Council

SCHEDULED

Meeting: 07/18/16 07:00 PM
Initiator: Thomas Moore
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3604

17

Order Approving Application to Submit to HUD for the Authorization of the Downtown Dining District Fund (Mayor Sarno)

Order Approving Application to Submit to HUD for the Authorization of the Downtown Dining District Fund

City of Springfield, Massachusetts

Whereas, the City of Springfield intends to use revenue generated by the loan Downtown Dining District Fund 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 April 27, 2016 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 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

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 \$1,500,000 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 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 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 execution of the program plans without such guarantee.

Section 10. The City has and will continue to hereby certify, to the best of 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 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.

Please see attached materials

Springfield Downtown Dining District Fund

Boston 5-10-2012

**ECONOMIC DEVELOPMENT PROJECT
(Section 108 Application Form)**

City of Springfield, Massachusetts

Community Development Block Grant Program

Application
For a HUD Section 108 Loan Guarantee

\$1,500,000 Loan Guarantee Amount



Submitted By:
City of Springfield
Community Development Block Grant Program

To:
United States Department of Housing and Urban Development

Springfield Downtown Dining District Fund

COMMUNITY PROFILE

Springfield, a city of 153,991 residents, is located along the Connecticut River 25 miles from Hartford, Conn.; 50 miles from Worcester; 80 miles from Albany, N.Y.; 85 miles from Providence, R.I.; 90 miles from Boston; and 140 miles from New York City.

Springfield has a notable history. It was the home of Theodore Geisel, better known as Dr. Seuss, and is the location of the Springfield Museum Quadrangle, which includes the Dr. Seuss sculpture garden. It is also the birthplace of basketball, invented by James Naismith at Springfield College, and home to the Naismith Memorial Basketball Hall of Fame. The city has been known in the past as “City of Firsts” for these and other innovations, and has also been known as “City of Homes” for its wide ranging collection of historic architectural styles of homes spread throughout 17 neighborhoods in the city.

Springfield is the cultural center of the region includes the Springfield Armory National Historic Site, Springfield Symphony Hall, CityStage, the Artists at Indian Orchard Mills complex, the Community Music School and many attractions. The Springfield Museums, located on the State Street Corridor, house one of the most comprehensive collections of Currier & Ives prints in the world, and the G.W. Vincent Smith Art Museum at the Quadrangle holds one of the Western world’s largest collections of Chinese cloisonné. The Museums recently opened a Museum of Springfield History and have plans to open a dedicated Dr. Seuss Museum in the next two years.

The American Hockey League’s Springfield Falcons franchise is based in Springfield, as is the league’s headquarters. The city is also home to its own symphony – the Springfield Symphony Orchestra is the largest professional orchestra in Massachusetts outside of Boston, and has been existence for 70 years.

From its earliest beginnings Springfield had its roots in industry. In 1776, a national arsenal was sited within Springfield, and, in 1794, it was designated by Congress as the first National Armory. With the dawning of the Industrial Revolution, Springfield experienced growth across a spectrum of manufactured goods: handguns, railroad cars, motorcycles and cars.

Beyond its distinctive historical roots, the City is home to four colleges: Springfield College, American International College (AIC), Western New England University and Springfield Technical Community College (STCC), with a combined enrollment of nearly 20,000 students. The City is engaged in an economic and cultural partnership with Hartford, Conn., and the Springfield-Hartford region constitutes New England's Knowledge Corridor, with the second-largest concentration of institutions of higher learning in New England, outside Boston.

Major and prominent employers in the City include the world headquarters of MassMutual Financial Group – which is located on State Street; Liberty Mutual also on State Street; Baystate Health; Mercy Health System; Big Y World Class Markets; Peter Pan Bus Lines; Smith & Wesson; Milton Bradley and Merriam-Webster. Baystate Health completed a \$296

Springfield Downtown Dining District Fund

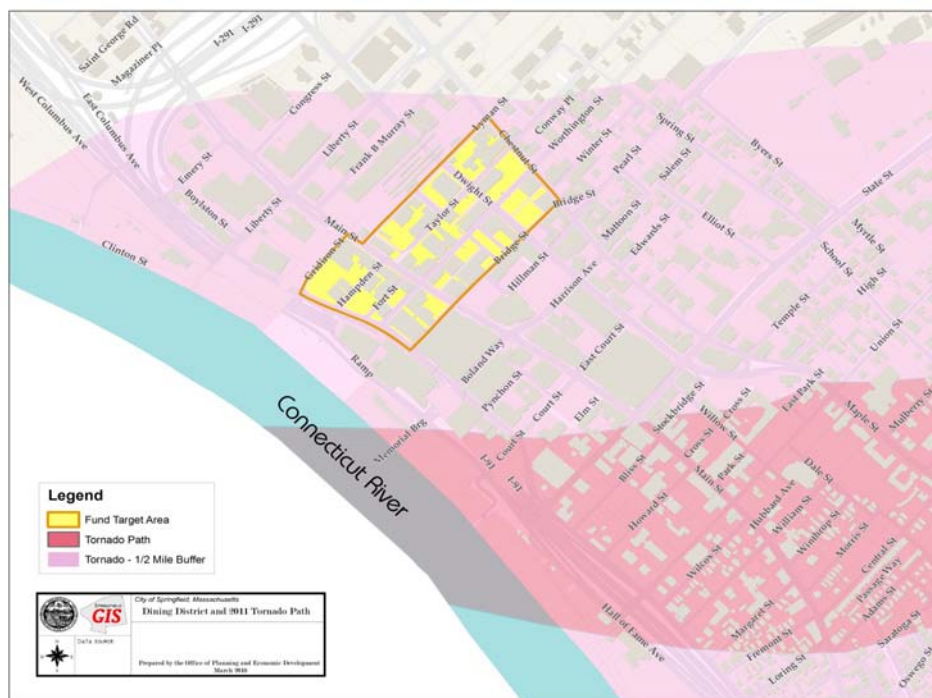
million expansion, in 2012, and will create more than 500 new jobs on the 54-acre Baystate Medical Center campus located in the North End of the city. BMC is also the western campus of Tufts University School of Medicine. Baystate is currently the city's largest employer with over 9,200 local employees.

Springfield is the third largest city in Massachusetts and fourth largest in New England (behind Boston, Providence, and Worcester). There are plans to link downtown Springfield via frequent commuter rail service to Hartford, New Haven and points thereafter including New York City which will begin in 2016. These locales are already served by Amtrak rail, with daily trips from Springfield.

On June 1, 2011 a Category Three (EF-3) tornado touched down in the South End neighborhood of Springfield and made its way through 6.1 miles and several neighborhoods in Springfield leaving a trail of destruction behind it. Although a direct hit on the South End, the tornado also had impacts on neighboring Metro Center, where the proposed Downtown Dining District is located. City expenses overall reached upward of \$94 million which included two damaged elementary schools that were seriously damaged as well as other city-owned properties.

Since that time the city was awarded \$21.8 million in Community Development Block Grant – Disaster Recovery (CDBG-DR) funds for the purposes of recovering from the significant impacts. The city has put that funding into activities such as infrastructure, housing, workforce training and at the same time has rebuilt city facilities including the Brookings School utilizing Federal Emergency Management Agency funding.

DDDF Zone and its proximity to the June 1, 2011 Tornado Path



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In addition, in 2016 the city was one of just 13 entities in the country awarded in the \$1 billion National Disaster Resilience Competition (NDRC). The \$17 million grant will be used for numerous projects and programs ranging from the development of the Springfield Innovation Center (located in the proposed Dining District) to restoration of hydroelectric power generation in the historic Watershops area.

The Springfield Innovation Center and Downtown Dining District area were components of the “Worthington Street Plan”, announced in 2014 after the devastating gas blast of November 23, 2012. That blast damaged hundreds of buildings in the district, including many in the proposed Downtown Dining District. From that devastation, the Worthington Street plan was born, set to make linkages between attributes like Union Station, Springfield Museums, and the proposed MGM – and to really focus on innovation – from technology to food.

The Downtown Dining District will help advance recovery from these significant setbacks, encouraging new private investment and job creation in core of the Metro Center neighborhood and the NRSA, and will dovetail with other CDBG funded efforts in the immediate area.

1. Project Description

PROJECT OVERVIEW

The proposed project would establish the Downtown Dining District Fund. The intent of the fund is the establishment of the new, full-service restaurants and job opportunities in the heart of Springfield’s downtown business district. The timing of this program is essential as significant projects are currently underway in downtown Springfield for which these services will have the ability to both support and take advantage of in the coming years. These projects geographically surround the proposed dining district, offering the district as a walkable connection and destination between these assets. The dining district is located within the Metro Center Neighborhood and its boundaries are to the North Side of Gridiron Street to the North Side of Lyman Street, East on Chestnut Street to the South side of Bridge Street to East Columbus Ave to the West to Gridiron. The proposed dining district will be entirely contained within the City’s updated Neighborhood Revitalization Strategy Area (NRSA). The boundaries will include any restaurant that is in the immediate vicinity of the Downtown Dining District.

Springfield is the first city in Massachusetts to have successfully attained a gaming license through the Massachusetts Gaming Commission. The licensee, MGM Springfield, plans an \$950 million mixed use entertainment facility on the border of the city’s Downtown and South End neighborhoods. This project will include new retail, restaurants, apartments, movie theatres, bowling alley, skating rink, and a 251 room four-star hotel tower.

In addition, MGM Springfield will use existing Springfield entertainment venues, the MassMutual Center, Symphony Hall, and City Stage, to program its entertainment offerings. This, along with an inside-out design with 17 points of entry from the casino to the city, were

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key components of the city's design requirements to create a unique casino project that was more integrated with existing city offerings.

The MGM project is taking place on a 14.5 acre swath of property that includes multiple properties that were damaged by the devastating June 1, 2011 tornado that hit Springfield. The project will deliver approximately 2,000 construction jobs along with 3,000 permanent jobs, and with it will come 54 apartments and over 50,000 square feet of new retail and restaurant space. It is likely that much of this space will be programmed with national credit tenants. As you can see in Figure 1, the project is being designed at a scale compatible with the existing urban fabric in Springfield, intended to interact with the existing amenities of the city. The project is set to be complete in 2017.



Figure 1 - MGM Springfield

On the north end of the downtown is the ongoing construction of Union Station, the \$84 million restoration of the historic Union Station terminal building as well as the construction of a new 26 bay local and intercity bus station and 377-space parking garage. The new Union Station will align with expanded commuter rail to Hartford and New Haven, set to debut in late 2016, and will also serve the existing and ongoing Amtrak service to cities throughout the region and country. Union Station will include over 60,000 square feet of commercial space, a large majority of which is upper story office space along with service retail aimed at the travel passengers.

Springfield Downtown Dining District Fund

On the East edge of downtown is Springfield renowned collection of museums, the Springfield Museums also known as the Quadrangle. The Springfield Museums is comprised of world-class museums including the Museum of Fine Arts, the George Walter Vincent Smith Museum of Art, the Museum of Springfield History, the Springfield Science Museum. In addition, the Museum is home to the Dr. Seuss National Memorial Sculpture Garden and in 2015 the Springfield Museums announced they will be constructing a new Dr. Seuss Museum in honor of Theodore Geisel, one of Springfield's most well-known decedents. This will become a huge attraction to a museum complex that already attracts over a quarter million visitors each year.



Figure 2 Union Station

Between these significant new redevelopment projects – MGM to the south, Union Station to the north, Museums to the east is the historic center city which offers a walkable location to all of these assets. Walking from Union Station to the new MGM project will take a successful restaurant district, and in more recent years a nightclub district. Today, the immediate Worthington Street district is littered with underperforming uses, high vacancies, and a few remaining nightclubs. There still remains a small group of anchor restaurants that are destinations to loyal followings, something we hope to build upon through this program.

Walking from Union Station to the new MGM project will take a pedestrian approximately 10-12 minutes. These blocks are generally quite walkable with pedestrian scale development, retail, designated

***City of Springfield, Section 108 Application
Downtown Dining Fund***



Figure 3 Dr. Seuss Sculpture Garden

Springfield Downtown Dining District Fund

crossing, and countdown crosswalk signals along Main Street.

Within this core of center city is the Worthington Street area. Historically this area was known for power production and vehicle innovations as Springfield is home to the first gas powered automobile. More recently it went through a phase in the 1990's of being a successful restaurant district, and in more recent years a nightclub district. Today, the immediate Worthington Street district is littered with underperforming uses, high vacancies, and a few remaining nightclubs. There still remains a small group of anchor restaurants that are destinations to loyal followings, something we hope to build upon through this program.

This district is also the subject of the 2014 Worthington Street master plan, which has resulted in the district being named in 2015 as a MassDevelopment Transformative Development Initiative district. The district plan is focused upon innovation – whether the innovation is in technology – which has grown organically in the city's downtown in recent years, or food, or retail, or housing. A New York developer recently purchased a failing apartment complex in the heart of this district and has begun renovations on the 265 units with great success. The \$17 million project is bringing new market rate housing to the core of the downtown, and new residents have already moved into this complex.

The concept behind this program is to attract established restauranteurs in the region to locate in the Downtown Dining District – the district is identified by the attached map. The district will be a prime location for restaurants with the additional commuter traffic through Union Station, the additional residents living in downtown, and the thousands of new visitors MGM will bring to



Figure 4 - The Fort/Student Prince - Legendary German restaurant on

Springfield each day. The ability to create and establish this type of development exists best during this two year window prior to the completion of these major projects, as once these facilities are open bring with it the best opportunity to make a first impression on additional attractions in immediate area.

The program will be open to full service restaurants and coffee/tea houses. It will not be available to businesses that derive the majority of their revenue through alcohol sales. The program will also seek out targeted types of businesses to create a diverse mix of

Springfield Downtown Dining District Fund

establishments, and will seek experienced proprietors to best reduce risk. The Section 108 fund will be matched by contributions from the private sector, who will also offer underwriting services, document custodial services, and loan servicing administration to the fund.

The City of Springfield has designated the North End-Metro Center area of the City as a Neighborhood Revitalization Strategy Area (NRSA), as defined by the Department of Housing and Urban Development (HUD) CPD Notice 96-01. The targeted area for the proposed fund is located entirely in the NRSA boundaries.

This area include some of the most distressed residential neighborhoods in the city and qualifies for NRSA designation based on the high percentage of low- to moderate-income (LMI) residents, 87.14%. The selected boundaries of the proposed NRSA were selected following a collaborative planning effort by the Springfield Department of Community Development and a broad range of community stakeholders. (See map 1)

NRSA designation efforts in the North End-Metro Center area by using complementary strategies that prioritize the use of Community Development Block Grant (CDBG) resources. NRSA designation will encourage the development of innovative services and projects eligible for CDBG support, since a community with an approved NRSA is relieved of some regulatory requirements when undertaking economic development, housing, and public service activities with those funds. Future activities will function with fewer administrative requirements over the course of the five-year NRSA designation. City divisions, for-profit and non-profit groups will embark on programs and projects to improve neighborhood cohesion by alleviating economic and social disparity.

Each CDBG-funded activity in the NRSA will address one of the following objectives:

- Decent Housing,
- Economic Opportunity,
- Suitable Living

The City has developed performance benchmarks for the North End-Metro Center NRSA, which has been determined based on need and the feasibility of reaching goals in the short-term and long-term. Performance will be monitored over the five-year duration of the NRSA designation to ensure that satisfactory progress is made toward meeting the benchmarks. The implementation of certain strategies may continue beyond the five-year period and performance will be monitored accordingly. The City and community believe it is imperative that program initiatives have lasting effects.

The NRSA strategy and activities will be integrated into the One Year Action Plans and Consolidated Annual Performance and Evaluation Reports as a component of the city's Community Development Department's activities.

Springfield Downtown Dining District Fund

2. Sources and Uses

This application is a request for a HUD Section 108 Loan Guarantee in the amount of \$1,500,000, to serve as a low interest loan fund for the establishment of a targeted dining district in downtown Springfield, MA. The \$1,500,000 of HUD Section 108 Loan Guarantee will serve as the catalyst for attracting private funding to Downtown Dining Fund. The HUD Section 108 Loan proceeds will allow the City to leverage significant funding from private institutional partners.

HUD Section 108 Loan proceeds will be made available to established restaurateurs in loan amounts ranging from a minimum of \$50,000 to a maximum of \$200,000 per borrower. Approved borrowers will be permitted to use the loan proceeds for the purposes of tenant improvements as well as furniture, fixtures and equipment ("FF&E"). Once fully deployed the Fund will result in the creation a minimum of 30 new FTE jobs to meet the minimum ratio requirements of the Section 108 program requirements.

The contemplated Section 108 loan will be made to individual applicants of the Springfield Downtown Dining District Fund. The City will seek to approve the entire fund amount at the time of application, and draw down funds as needed. City staff in conjunction with local lending partners will vet all applications to ensure their compliance with underwriting guidelines. A local lender will provide borrowers loan servicing including returning loan proceeds to the City.

Applications will be sought from a wide variety of types of full service restaurants in order to create a diverse district. Every prospective Applicant will be subject to an exacting set of underwriting criteria consistent with the Downtown Dining Fund's Policy and Procedures Manual (attached hereto as Exhibit B. Applications will be vetted through an Investment Committee that will be comprised of members of the DevelopSpringfield and Springfield Business Improvement District Boards of Directors, as well as key city employees.

The Investment Committee will ensure that each project adheres to the CDBG program regulations, including Eligibility, National Objective, and Public Benefit requirements. The Investment Committee shall make its recommendations to the City regarding creditworthiness of prospective borrower, however the City will retain sole discretion over final application approvals.

Springfield Downtown Dining District Fund

Restaurant Market:

The Springfield restaurant market has been historically underinvested in, this is particularly true in full service dining options. While there are several examples of restaurants that have done well over the years, the market is underserved as many currently travel to other dining destinations such as Northampton, MA as places that offer many options in walking distance are most attractive.

In Massachusetts, the restaurant industry is responsible for 330,600 jobs or about 10% of all employment in the State. Projections by the Massachusetts Restaurant Association suggest a 6% job growth in 2015, resulting in over 20,000 new jobs. The industry registers close to \$14 million in sales in the State, and for every \$1 spent in restaurants another \$.95 in spinoff spending occurs in the state.

3. Institutional Arrangements

Applications will be vetted through an Investment Committee that includes members of the DevelopSpringfield and Springfield Business Improvement District Boards of Directors, as well as key city employees. Applications will be sought from a wide variety of types of full service restaurants in order to create a diverse district.

Consistent with national trends, the lending environment in Springfield is difficult and often high cost for new restaurant projects. This negative lending environment is exacerbated greatly in that the contemplated project is located in one of the most historically underinvested urban communities in the Commonwealth of Massachusetts.



Figure 5 - Theodore's BBQ on Worthington Street

Given that the regional and national financial institutions remain hostile to lending for restaurant projects particularly in urban centers like Springfield, a private and public coalition are working together to create this loan pool to offer access to financing. The HUD Section 108 Loan Guarantee will help to break through the lending logjam, offer lenders some protection from the high risk of restaurants, and create new jobs and vitality in the center of Springfield's downtown.

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Role of Private Investor Partners

The city set forth in this application understanding the financing need as one of the tools necessary in order to build a strong district through attracting new private investment that can better connect these downtown assets.

DevelopSpringfield, a private non-profit dedicated to economic development in Springfield and the Springfield Business Improvement District, a private non-profit that provides commercial district management for the city's downtown will both serve as key partners in this project. Both entities boards have moved the issue of creating a district as a top priority, and both boards have active participation of financial institutions willing to participate. In short the City will borrow loan funds and re-lend them to restaurants that are in the new Downtown Dining District and met the program's definition and to carry out the project.

Loan Servicing:

Participating local financial institutions will be responsible for the servicing of loans on behalf of the City. Borrowers will make regular principal and interest payments to these financial institutions and will maintain custodial accounts at participating financial institutions.

4. Downtown Dining District Fund Profile & Repayment Schedule

Loans made with HUD Section 108 proceeds will carry an interest that is fixed at 50 basis points over the City's cost of funds. The repayment term will depend on each asset being financed. Loans will generally be self-amortizing up to a 20-year term. Interest-only payments may be offered to Borrowers on a case-by-case basis for up to two years after the origination of the individual loan.

Initial interest rates will be the determined according to the City's cost of funds which will be the HUD floating rate of LIBOR plus 3-month LIBOR plus 20 basis points. The City will maintain a 50 basis point spread over its cost of funds. Thus the interest rate charged to the end Borrower will be the City's cost of funds plus the 50 basis point spread.

If subsequently the City opts in its discretion to fix the interest rate as part of a HUD annual public offering, than the interest rate to the end Borrower shall be the HUD blended average rate fixed rate cost of funds plus a 50 basis point spread.

Loan Terms and Amortization Periods:

It is anticipated that the will offer a minimum of 7 loans with a maximum loan amount of \$200,000, as such the program timeline will be rolling as applications are received and reviewed. The City anticipates that it will offer loans with terms of 5-years and 10-years with 20-year amortization schedules, requiring balloon payments at the conclusion of the loan terms. In the interests of maintaining end-borrower flexibility in the event of a early repayment of a loan, the City has adopted a policy that all 5-year term loans will not be placed into the

Springfield Downtown Dining District Fund

HUD public offering so as to avoid any defeasance issues in the event of early end-borrower repayment. The City has determined that all 5-year term loans will instead remain in the interim HUD financing facility for the duration of each individual 5-year loan term.

Anticipated Principal Repayment Schedule:

The City anticipates that beginning in Year 2 of Fund operation that it will begin making payments on the HUD Section 108 Loan Guarantee in equal amounts of principal according to the following repayment schedule:

Anticipated Principal Repayment Schedule:

MATURITY	INTEREST RATE	NOTE AMOUNT	BENCHMARK	SPREAD	OUTSTANDING BALANCE
1-Jul-2016	0.000%	0		0.00%	1,500,000
2-Jul-2017	0.000%	0		0.00%	1,500,000
2-Jul-2018	0.000%	75,000		0.00%	1,425,000
2-Jul-2019	0.000%	75,000		0.00%	1,350,000
1-Jul-2020	0.000%	75,000		0.00%	1,275,000
2-Jul-2021	0.000%	75,000		0.00%	1,200,000
2-Jul-2022	0.000%	75,000		0.00%	1,125,000
2-Jul-2023	0.000%	75,000		0.00%	1,050,000
1-Jul-2024	0.000%	75,000		0.00%	975,000
2-Jul-2025	0.000%	75,000		0.00%	900,000
2-Jul-2026	0.000%	75,000		0.00%	825,000
2-Jul-2027	0.000%	75,000		0.00%	750,000
1-Jul-2028	0.000%	75,000		0.00%	675,000
2-Jul-2029	0.000%	75,000		0.00%	600,000
2-Jul-2030	0.000%	75,000		0.00%	525,000
2-Jul-2031	0.000%	75,000		0.00%	450,000
1-Jul-2032	0.000%	75,000		0.00%	375,000
2-Jul-2033	0.000%	75,000		0.00%	300,000
2-Jul-2034	0.000%	75,000		0.00%	225,000
1-Jul-2035	0.000%	75,000		0.00%	150,000
1-Jul-2036	0.000%	75,000		0.00%	75,000
2-Jul-2037	0.000%	75,000		0.00%	-
		1,500,000			0

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5. Collateral and Guarantee

Each loan will be either a personal guarantee and/or collateralized by a subordinate mortgage on the real property and improvements thereupon. Pursuant to HUD collateral requirements each HUD Section 108 Business Loan shall be collateralized with a security interest in the personal property financed. The City shall maintain a security interest in the form of a Uniform Commercial Code Article-9 filing to be maintained with the Massachusetts Secretary of State (the "UCC Article-9 filing"). The City shall maintain this security interest throughout the duration of the Loan.

All HUD Section 108 Business Loans financed will be evidenced by a promissory note (individually, the "Business Note" and, collectively, the "Business Notes") and a loan agreement (the "Business Loan Agreement"). The Business Note and Business Loan Agreement shall contain such provisions as the Secretary deems necessary. The amount of principal and/or interest payable under the Business Notes during the twelve-month period beginning July 1 of each year and ending on June 30 of the next succeeding year shall be equal to or greater than the amount of principal and/or interest payable under the Note for the corresponding period. No Business Note shall be subject to redemption or prepayment earlier than the earliest possible redemption date under the terms of the Note. The Business Loan shall be fully secured by one or more of the following forms of collateral (collectively, the "Collateral").

A lien on real property (the "Real Property"), established through an appropriate and properly recorded mortgage (the "Business Mortgage"). The Business Mortgage shall contain such provisions as the Secretary deems necessary. The Business Mortgage may be subordinated to another lien on the property; provided, however, that the principal amount of the Business Loan secured by the Real Property shall not exceed an amount equal to 80 percent of the "as improved" appraised market value, less the outstanding balance on other indebtedness secured by a mortgage lien of senior or equal priority on the Real Property.

The City shall maintain at all times during the term of the Loan, a security interest (collectively referred to as the "Security Interests") in machinery and equipment, accounts receivable, inventory, and other items of personal property (collectively, the "Personal Property"). The Security Interests may be subordinated to another lien; provided, however, that the principal amount of the Business Loan secured by the Personal Property shall not exceed an amount determined in the case of used Machinery and Equipment, not more than 90 percent of the appraised net liquidation value, less the outstanding balance of other indebtedness secured by a senior security interest in such Machinery and Equipment.

The Borrower will use revenue from operations to make Section 108 interest payments when due. The City will request that Section 108 funds use a twenty (20) year Note Repayment Schedule. Borrowers will provide proof that the equity required to meet the obligations outlined above is available and will be irrevocably committed to the project upon approval of the Section 108 loan.

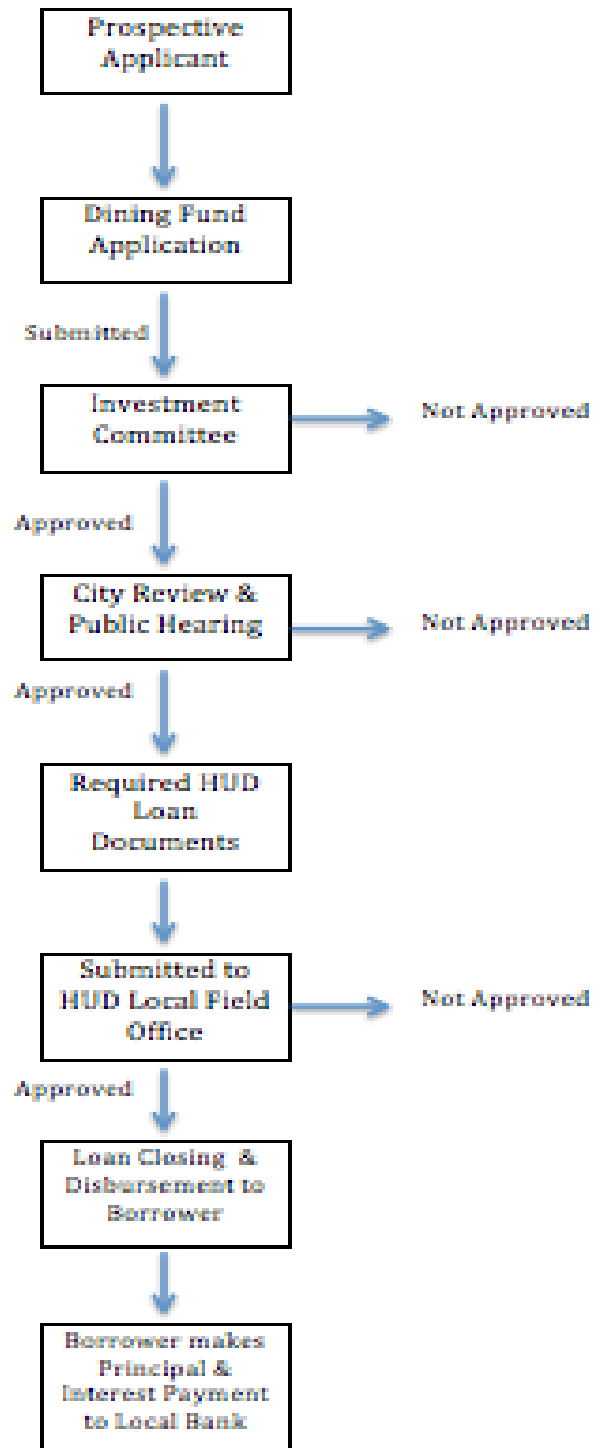
Springfield Downtown Dining District Fund

Equity requirements for the business owner will include maximum loan-to-value, leveraging and other financial guidelines that are attached as part of the Downtown Dining District Fund Policy and Procedures Manual.

6. **Borrower Gross Sales Revenue Source Requirements**

The Downtown Dining District will offer residents and visitors a destination attraction that will also create new jobs, increase the tax base, and repurpose historic buildings. One of the persistent challenges of facilitating new economic development activity in the area comprising the Downtown Dining District has been attracting full service restaurants that offer dining options are appealing to visitors and residents to the District. For this reason, the DDD Fund will be geared to providing loans to businesses that derive a majority of their revenues from the sales of food as opposed alcohol. Borrowers participating in the DDD Fund program are required to derive not less than 50% of their gross sales revenues from the sale of food. Borrowers are obligated to maintain a gross sales ratio of 50% food to alcohol sales and report their sales on a quarterly basis to the Fund Administrator their gross revenues as reported to the Massachusetts Department of Revenue (“Mass DOR”). Borrowers failing to maintain the required threshold of 50% gross receipts from food sales shall be deemed to be in default. Borrowers determined to be in default shall have an opportunity to cure the default, provided that the event of default does not continue for more than 3 consecutive quarters, in which case the City shall have the right to call the loan according to terms of the Loan Agreement. An exception to the Gross Sales Revenue Source requirements shall exist in cases where the prospective Borrower is primarily involved in the manufacture or production of food and beverages pursuant to a license granted under the auspices of M.G.L. c. 138, Section 19, M.G.L. c. 138 or Section 19C, or M.G.L. c. 138, Section 19D, or M.G.L. c. 138, Section 19E.

Springfield Downtown Dining District Fund

Life Cycle of a Downtown Dining District Fund Loan

Springfield Downtown Dining District Fund

7. Eligible Activity

In addition to meeting a National Objective, the Section 108 Loan Guarantee will satisfy an eligible activity under 24 CFR 570.703, whilst meeting the general policies of the Community Development Block Grant Program (CDBG) under 24 CFR 570.200.

The project qualifies as an eligible use of Section 108 loans under 570.703(i) (1), “special economic development activities eligible under 570.203(b),” which holds that “the provision of assistance to a private for-profit business, including, but not limited to, grants, loans, loan guarantees, technical assistance, and other forms of support, for any activity where assistance is appropriate to carry out an economic development project...”

8. National Objective

Pursuant of the directives of 24 CFR 570.208, all CDBG assisted activities must meet one of three National Objectives. The activity the City of Springfield will meet will be but not limited to: *“the proposed economic development project complies under the national objectives via 24CFR 570.208 (a)(4)(i) – Job Creation and Retention Activities, where at least 51% of the jobs involve the employment of low and moderate income persons.”*

9. Public Benefit Standards (PBS)

The City of Springfield is responsible for ensuring that at least a minimum level of public benefit is obtained from the level of expenditure of CDBG funds under the categories of eligibility governed by the CDBG guideline. A Job Creation and Retention Agreement would include the following wording; *a full time job would be at least 35 hour a week and a part time job would be at minimum of 17.5 hours per week and may be aggregated into FTEs.* The resources of the Fund will be deployed **only within** the City’s designated Neighborhood Revitalization Strategy Area (NRSA) and as such the higher aggregate Public Benefit Standards of 24 CFR 570.209(b)(2)(v)(L) are applicable. Therefore, the Fund will require a greater than 1 job or FTE per \$50,000 loaned on an aggregate count with all loans. Borrowers will certify to the City that at least 51% of these new full time jobs will be made available to low- and moderate-income area residents under the terms of a First Consideration Agreement, the requirements of which are codified at 24 CFR 570.505(b)(5) and (6). Therefore, the completed project meets the requirements for evaluating and selecting economic development projects contained in 24 CFR 570.209(b)(1)(i).

Therefore, if applicable, indicate the following:

- The total amount of Section 108 and related program grants (CDBG, BEDI) to be used in the project: \$1,500,000.
-

Springfield Downtown Dining District Fund

- The total number of permanent full-time equivalent jobs to be created or retained as a result of the project: 30 and the cost per job created: \$50,000 as per 24 CFR 570.209(b)(2)(v)(L); or
- The total number of low- and moderate-income (LMI) persons living within the area served by the project: 30 and the CDBG assistance per LMI person served:

10. **Financial Underwriting**

The Downtown Dining District Fund Investment Committee and key City staff will oversee the financial underwriting process. Borrower eligibility will be determined on a preliminary basis according to the following minimum financial conditions:

- Debt Coverage Ratio of 1:15
- Loan to Value Ratio of not more than 80%
- Borrower must create at least one full-time equivalent job per each \$50,000 of HUD Section 108 Assistance provided

The project conforms to the guidelines for evaluating and selecting economic development projects at 24 CFR 570.209(a) and Appendix A to Part 570: That

- Project costs are reasonable;
- Sources of project financing are committed;
- Section 108 financing is not substituted for non-Federal funds;
- Return on owner's equity investment is not unreasonably high;
- Project will produce sufficient cash flow to repay the loan;
- Applicant Borrower has sufficient capacity and experience; and
- Section 108 financing will be disbursed on a pro rata basis with other funding.

The City shall not incur any obligations to be paid with guaranteed loan funds prior to the receipt of a written determination from the HUD Regional Office that (1) the activity meets the eligibility requirements of 24 CFR 570.703, (2) each eligible activity to be undertaken or supported with loan guarantee funds will meet the national objective requirements of 570.208 and, (3) the applicable public benefit standards will be met, in accordance with 570.209(b). In addition, the City is reminded that it must comply with citizen participation requirements whenever it uses the guarantee loan fund for an activity that would trigger the amendment requirements at 24 CFR 91.505.

Additional underwriting information is attached to this application in the Policy and Procedures Manual appended hereto as Exhibit B.

Springfield Downtown Dining District Fund

11. Citizen Participation Plan

The City of Springfield has followed the detailed citizen participation plan described at 24 CFR 570.704(a)(2). This may be the citizen participation plan adopted for the Consolidated Plan, modified to include guaranteed loan funds.

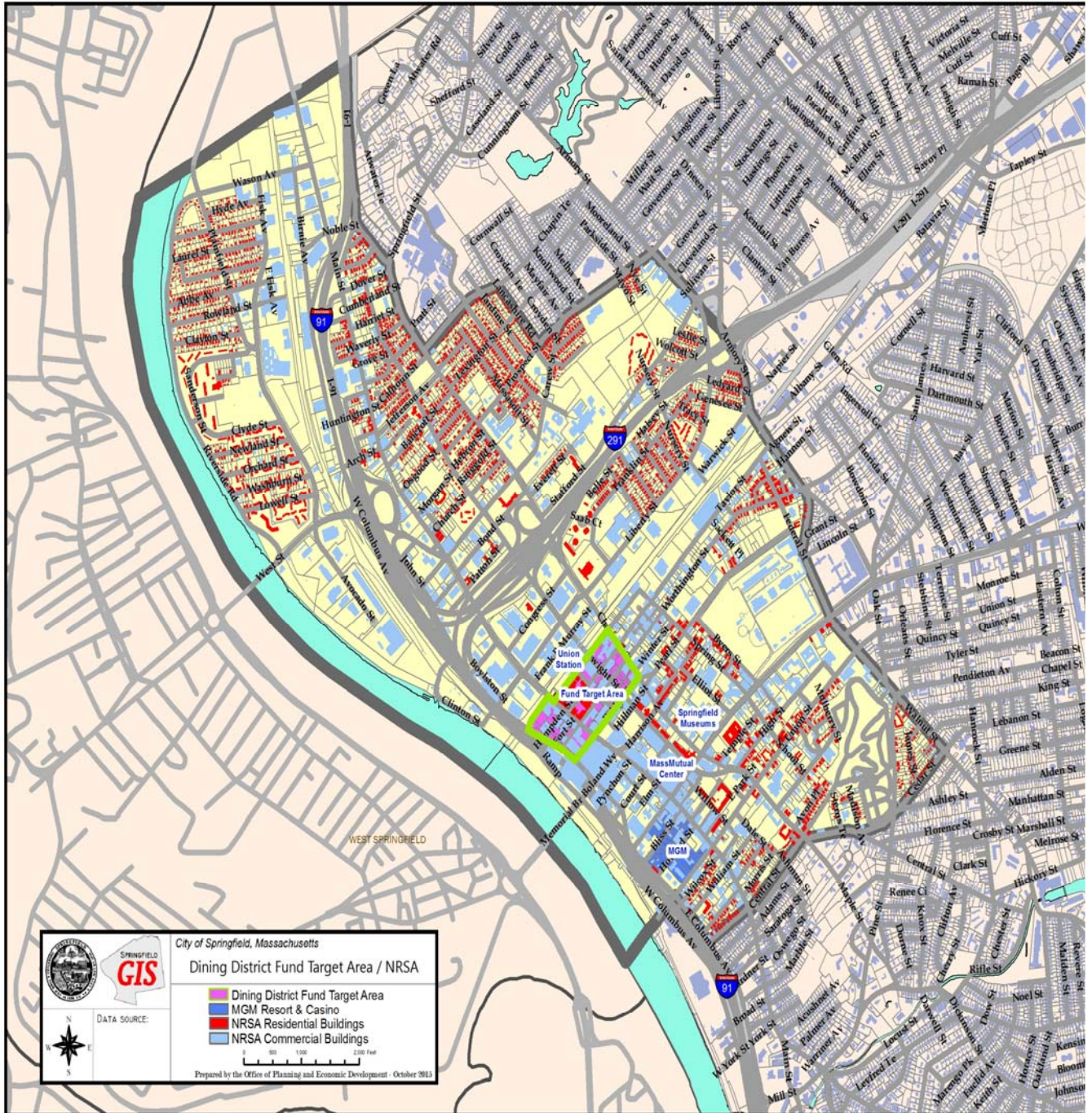
- This citizen participation plan requires two public hearings to address community development and housing needs, proposed activities and program performance.
- One of these hearings must occur before submitting a Section 108 application to HUD.
- Section 108 application pre-submission: Publish proposed application community wide for citizen review and comment.
- Final application: Consider citizen comments and make changes to proposed application, as appropriate. Upon completion, make final application available to the public.

12. Applicant Contact

Deputy Director of Economic Development
City of Springfield
Office of Planning & Economic Development
70 Tapley Street
Springfield, MA 01104

* * *

Springfield Downtown Dining District Fund



MAP 1

Springfield Downtown Dining District Fund

SECTION 108 LOAN GUARANTEE
Entitlement Public Entity Certifications

In accordance with Section 108 of the Housing and Community Development Act of 1974, as amended (the "Act"), and with 24 CFR Part 570.704(b), the public entity certifies that:

- (3) It possesses the legal authority to make the pledge of grants required under §570.705(b)(2).
- (4) It has made efforts to obtain financing for activities described in the application without the use of the loan guarantee and cannot complete such financing consistent with the timely execution of the program plans without such guarantee.

In accordance with Section 108 of the Housing and Community Development Act of 1974, as amended (the "Act"), and with 24 CFR Part 570.704(b)(8), the public entity further certifies that:

- (i) It possesses the legal authority to submit the application for assistance under this subpart and to use the guaranteed loan funds in accordance with the requirements of this subpart.
- (ii) Its governing body has duly adopted or passed as an official act a resolution, motion or similar official action:
 - (A) Authorizing the person identified as the official representative of the public entity to submit the application and amendments thereto and all understandings and assurances containing therein, and directing and authorizing the person identified as the official representative of the public entity to act in connection with the application to provide such additional information as may be required; and
 - (B) Authorizing such official representative to execute such documents as may be required in order to implement the application and issue debt obligations pursuant thereto (provided that the authorization required by this paragraph (B) may be given by the local governing body after submission of the application but prior to execution of the contract required by §570.705(b).
- (iii) Before submission of its application to HUD, the public entity has:
 - (A) Furnished citizens with information required by §570.704(a)(2)(i);
 - (B) Held at least one public hearing to obtain the views of citizens on community development and housing needs; and
 - (C) Prepared its application in accordance with by §570.704(a)(1)(v) and made the application available to the public.
- (iv) It is following a detailed citizen participation plan which meets the requirements described in by §570.704(a)(2).
- (v) The public entity will affirmatively further fair housing, and the guaranteed loan funds will be administered in compliance with:
 - (A) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*); and
 - (B) The Fair Housing Act (42 U.S.C. 3601-3619).
- (vi) In the aggregate, at least 70 percent of all CDBG funds, as defined at §570.3, to be expended during the one, two, or three consecutive years specified by the public entity for its CDBG program will be for activities which benefit low and moderate income persons, as described in criteria at §570.208(a).

Springfield Downtown Dining District Fund

- (vii) It will comply with the requirements governing displacement, relocation, real property acquisition, and the replacement of low and moderate income housing described in §570.606.
- (viii) It will comply with the requirements of §570.200(c)(2) with regard to the use of special assessments to recover the capital costs of activities assisted with guaranteed loan funds.
- (ix) (Where applicable.) It lacks sufficient resources from funds provided under this subpart or program income to allow it to comply with the provisions of §570.200(c)(2), and it must therefore assess properties owned and occupied by moderate income persons, to recover the guaranteed loan funded portion of the capital cost without paying such assessments in their behalf from guaranteed loan funds.
- (x) It will comply with the other provisions of the Act and with other applicable laws.

Public Entity Legal Name _____

Signature _____ Date _____

Printed Name and Title
of Authorized Official _____

Springfield Downtown Dining District Fund

24 CFR Part 87

Appendix A to Part 87—Certification Regarding Lobbying**Statement for Loan Guarantees and Loan Insurance**

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

 Signature

 Date

 Name of Authorized Official

 Title

MEMORANDUM

TO: SPRINGFIELD CITY COUNCIL
FROM: BRIAN CONNORS, DEPUTY DIRECTOR
SUBJECT: SECTION 108 LOAN FUND
DATE: JUNE 30, 2016

Summary

The city seeks to apply to the Department of Housing & Urban Development (HUD) for \$1.5 million in Section 108 loan funding, to operate a targeted restaurant loan fund within the Transformative Development Initiative (TDI) district in downtown Springfield.

Loans would be provided at low interest rates, and administered through a third-party financial institution, to experienced restaurateurs. The maximum amount of each loan would be \$200,000 per restaurant.

What is TDI?

Springfield's TDI district was born out of the gas blast of 2012. After the blast the city partnered with DevelopSpringfield to undertake a redevelopment assessment of the district, including the Stearns Square/Worthington Street area. That report suggested focusing on innovation, housing, and full service dining – and the importance of creating an attraction in this district quickly, as major projects like Union Station and MGM Springfield prepare to come online and bring more foot traffic to the city.

Upon completion of the report, MassDevelopment had unveiled the TDI program. TDI is an integrated systems approach to investment and urban redevelopment on a scale that can amplify and accelerate revitalization, really focusing attention on building partnerships and targeting a limited geographic area.

The partnership consists of MassDevelopment, City of Springfield, DevelopSpringfield, Springfield Business Improvement District, and MassMutual Financial as the core partners and engages all property owners, residents, and business owners as stakeholders.

Restaurant Fund

The restaurant fund will target established restaurateurs seeking to locate new dining establishments in the district. The fund will not seek to fund start-ups and will not fund

bar/nightclub concepts – this will be regulated by annual reviews of sales, requiring over 50% sales in food. The fund will also seek to add diversity to the existing restaurant mix, rather than duplicate existing concepts.

The attractiveness of the fund will be in its low interest rate – expected to range around 3% - and flexibility of terms, which will include interest only payments for up to two years to allow for restaurants to get established and on their feet after the significant investment. Restaurants, even established, often have difficulty accessing attractive financing arrangements.

TDI Partner Investments

MassDevelopment, which founded the TDI Program, has been significantly invested in the district. Prior to the TDI District's creation, MassDevelopment completed an \$11 million redevelopment of the former Federal Courthouse at 1550 Main Street.

Since the program's creation, MassDevelopment also awarded Springfield's district with a three-year "fellow" – the fellow is MassDevelopment staff hired entirely to further the Springfield TDI plan on a day to day basis. Springfield's fellow, Laura Masulis, has been working each day in the district for the past year in moving forward events, partnerships, development projects, and programming – most recently leading the development of Springfield's first "maker" space – Make-it Springfield.

MassDevelopment also made an equity investment as part of TDI, purchasing the former Skyplex building for purposes of redeveloping the property into a positive asset for Stearns Square and the district. This property is being targeted for potential new restaurants and will begin making improvements this summer.

DevelopSpringfield has also been active in the district – first through its State and Main façade improvement program, which has assisted multiple properties including Silverbrick Lofts in upgrading their retail storefronts. In addition, DevelopSpringfield is currently in construction on a project of over \$4 million that will create a hub for entrepreneurship, including the headquarters for Valley Venture Mentors.

The Springfield Business Improvement District continues to operate its clean and safe programs in the district, but also has rolled out a series of new initiatives including White Lion Wednesdays, a new Farmers Market concept, architectural uplighting, a Holiday Market, and just recently unveiled plans to develop a district gift certificate promotion that will work hand in hand with new restaurants in providing them a consistent base of new customers.

The City's contribution to the TDI effort is both in the restaurant fund concept as well as in public space improvements. The Stearns Square and Duryea Way public areas are

planned to be improved to create a jewel in the center of this dining district and a base for things like outdoor dining and public events. The City has also committed to bringing free public wi-fi to public spaces in the district.

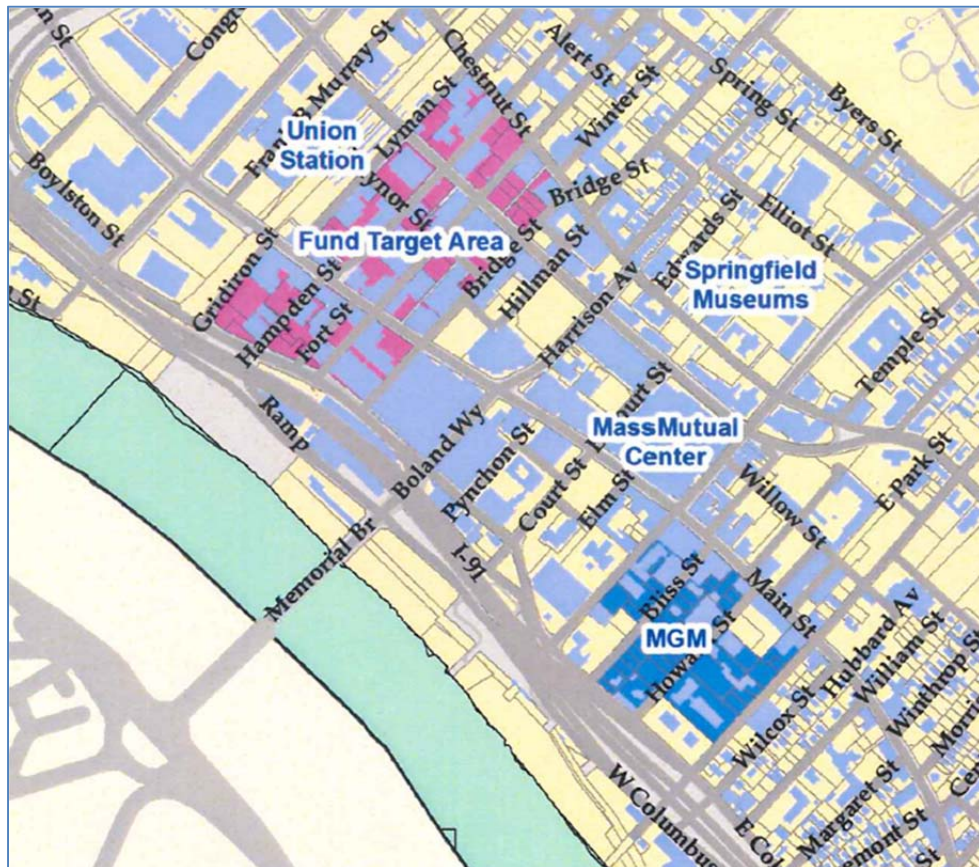
Timeline

HUD Section 108 Loans are guaranteed through the city's CDBG allocation. The approval process to utilize these funds first requires City Council approval, followed by HUD approval.

HUD has been engaged in the design of this concept over the past several months. Should City Council offer its approval, HUD is ready to review and process.

The City will procure a third-party financial institution to manage the fund and ensure proper financial practices are in place for each loan.

The goal, which is very dependent on timing of approvals, is to have the program available this Fall, as soon as possible as there are interested parties already in place.





City Council

SCHEDULED

Meeting: 07/18/16 07:00 PM
Initiator: Melanie Acobe
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3599

18

Bill of Prior Year - Parks & Recreation - \$27,555.41 (Mayor Sarno)

WHEREAS, to meet expenses incurred by the City of Springfield, pursuant to Mass. Gen. Laws ch. 44 Section 64 and Chapter 468 of the Acts of 2008, the Chief Administrative and Financial Officer and his Honor the Mayor have requested authorization from the City Council for the Parks & Recreation Department to pay a bill from a previous fiscal year totaling \$27,555.41; and

WHEREAS, the Parks & Facilities Department will make payment for the unpaid bill of a previous fiscal year from their FY17 General Fund Operating Budget; and

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

NOW THEREFORE BE IT ORDERED, that the City Council approves the payment of the bills listed on the attached Parks & Recreation Department BOPY from the FY17 General Fund Departmental Operating Budget for the expenses incurred in a previous fiscal year.



SPRINGFIELD WATER
AND SEWER COMMISSION

Post Office Box 995
Springfield, Massachusetts
01101-0995

413 787-6256
FAX 413 787-6269

July 06, 2016

Mr. Patrick J. Sullivan
Director of Parks Buildings and Recreation Management
City of Springfield
200 Trafton Road
Springfield Ma, 01108

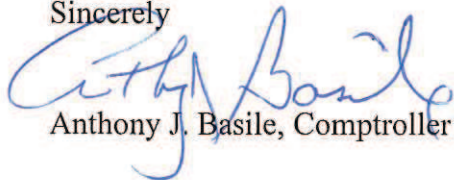
Dear Pat:

Enclosed please find the City's water and sewer charges due through the month of June 2016 in the amount of \$54,306.91. The amount due includes \$ 21,769.95 in outstanding charges.

I have enclosed a summary trial balance by account number along with the individual detail account bills.

If you have any questions, please do not hesitate to contact me.

Sincerely



Anthony J. Basile, Comptroller

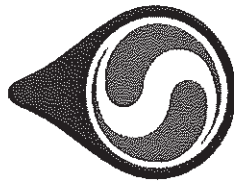
Cc: Patrick Burns, Comptroller

Attachment: Parks Water_Sewer BOPY Invoice (3599 : Bill of Prior Year - Parks & Recreation - \$27,555.41)

Utility Billing

Summary Trial Balance by Account Number

User: vbaez
 Printed: 07/06/2016 - 9:35 AM
 Batch: 00170-07-2016
 Billing Cycle: 170
 Show Dead Accounts: False



Customer Information	Customer Name	Beg Balance	Adj This Prd	Pmt This Prd	Other Billing	Current Bill	Balance Fwd	Status
006298-000	City of Springfield	233.21	0.00	233.21	0.00	225.87	225.87	
010000-006	City of Springfield/Parks Dept	2.50	0.00	2.50	0.00	2.50	2.50	
010000-030	City of Springfield/Parks Dept	5.67	0.00	5.67	0.00	351.36	351.36	
010000-031	City of Springfield/Parks Dept	5.67	0.00	5.67	0.00	123.66	123.66	
010000-032	City of Springfield/Parks Dept	2.50	0.00	2.50	0.00	2.50	2.50	
010000-038	City of Springfield/Parks Dept	469.35	0.00	469.35	0.00	1,024.11	1,024.11	
010000-042	City of Springfield/Parks Dept	3.83	0.00	3.83	0.00	382.64	382.64	
010000-047	City of Springfield/Parks Dept	19.17	0.00	19.17	0.00	207.54	207.54	
010000-049	City of Springfield/Parks Dept	2.50	0.00	2.50	0.00	2.50	2.50	
010000-051	City of Springfield/Parks Dept	18.09	0.00	18.09	0.00	131.94	131.94	
010000-053	City of Springfield/Parks Dept	3.17	0.00	3.17	0.00	90.50	90.50	
010000-055	City of Springfield/Parks Dept	73.12	0.00	73.12	0.00	403.72	403.72	
010000-063	City of Springfield/Parks Dept	3.83	0.00	3.83	0.00	3.83	3.83	
010000-068	City of Springfield/Parks Dept	24.69	0.00	24.69	0.00	30.94	30.94	
010000-072	City of Springfield/Parks Dept	3.83	0.00	3.83	0.00	3.83	3.83	
010000-075	City of Springfield/Parks Dept	59.28	0.00	59.28	0.00	114.49	114.49	
010000-077	City of Springfield/Parks Dept	325.53	0.00	325.53	0.00	547.02	547.02	
010000-078	City of Springfield/Parks Dept	3.83	0.00	3.83	0.00	3.83	3.83	
010000-079	City of Springfield/Parks Dept	5.67	0.00	5.67	0.00	5.67	5.67	
010000-080	City of Springfield/Parks Dept	19.35	0.00	19.35	0.00	14.79	14.79	
010000-081	City of Springfield/Parks Dept	3.84	0.00	3.84	0.00	4.36	4.36	
010000-082	City of Springfield/Parks Dept	5.67	0.00	5.67	0.00	750.87	750.87	
010000-083	City of Springfield/Parks Dept	7.74	0.00	7.74	0.00	1,268.37	1,268.37	
010000-089	City of Springfield/Parks Dept	13.01	0.00	13.01	0.00	2,956.35	2,956.35	
010000-093	City of Springfield/Parks Dept	2.50	0.00	2.50	0.00	2.50	2.50	
010000-094	City of Springfield/Parks Dept	5.67	0.00	5.67	0.00	5.67	5.67	
010000-095	City of Springfield/Parks Dept	237.96	0.00	237.96	0.00	198.18	198.18	
010000-096	City of Springfield/Parks Dept	3.83	0.00	3.83	0.00	2,125.43	2,125.43	
010000-097	City of Springfield/Parks Dept	256.14	0.00	256.14	0.00	591.48	591.48	
010000-098	City of Springfield/Parks Dept	3.17	0.00	3.17	0.00	3.17	3.17	
010000-099	City of Springfield/Parks Dept	3.17	0.00	3.17	0.00	3.17	3.17	
010000-100	City of Springfield/Parks Dept	77.60	0.00	77.60	0.00	84.23	84.23	
010000-102	City of Springfield/Parks Dept	3.17	0.00	3.17	0.00	3.17	3.17	

UB - Summary Trial Balance by Account Number (07/06/2016 - 9:35 AM)

Customer Information	Customer Name	Beg Balance	Adj This Prd	PmtThis Prd	Other Billing	Current Bill	Balance Fwd	Status
010000-104	City of Springfield/Parks Dept	5.67	0.00	5.67	0.00	554.22	554.22	
010000-105	City of Springfield/Parks Dept	2.50	0.00	2.50	0.00	2.50	2.50	
010000-106	City of Springfield/Parks Dept	195.98	-0.54	195.44	0.00	396.77	396.77	
010000-108	City of Springfield/Parks Dept	-0.54	0.54	0.00	0.00	498.33	498.33	
010000-109	City of Springfield/Parks Dept			0.00	0.00			
010000-110	City of Springfield/Parks Dept	3.83	0.00	3.83	0.00	3.83	3.83	
010000-111	City of Springfield/Parks Dept	3.52	0.00	3.52	0.00	3.23	3.23	
010000-112	City of Springfield/Parks Dept	5.67	0.00	5.67	0.00	1,022.04	1,022.04	
010000-113	City of Springfield/Parks Dept	3.94	0.00	3.94	0.00	3.96	3.96	
010000-114	City of Springfield/Parks Dept	3.83	0.00	3.83	0.00	109.47	109.47	
010000-115	City of Springfield/Parks Dept	0.00	0.00	0.00	0.00	0.00	0.00	
010000-116	City of Springfield/Parks Dept	76.28	0.00	76.28	0.00	109.40	109.40	
010000-117	City of Springfield/Parks Dept	5.67	0.00	5.67	0.00	2,315.79	2,315.79	
010000-119	City of Springfield/Parks Dept	197.94	0.00	197.94	0.00	2,849.94	2,849.94	
010000-120	City of Springfield/Parks Dept	18.93	0.00	18.93	0.00	2,863.20	2,863.20	
010000-121	City of Springfield/Parks Dept	92.61	0.00	92.61	0.00	162.99	162.99	
010000-122	City of Springfield/Parks Dept	3.83	0.00	3.83	0.00	3.83	3.83	
010000-123	City of Springfield/Parks Dept	5.67	0.00	5.67	0.00	1,162.80	1,162.80	
010000-124	City of Springfield/Parks Dept	0.00	0.00	0.00	0.00	0.00	0.00	
010000-125	City of Springfield/Parks Dept	0.00	0.00	0.00	2,000.00	777.78	2,777.78	
010825-000	City of Springfield	84.52	0.00	84.52	0.00	84.52	84.52	
041060-000	Veteran's Golf Course	330.54	0.00	330.54	0.00	429.99	429.99	
041062-000	Veteran's Golf Course	35.83	0.00	35.83	0.00	35.83	35.83	
041063-000	Veteran's Golf Course	17.68	0.00	17.68	0.00	21.79	21.79	
041064-000	Veteran's Golf Course	5.67	0.00	5.67	0.00	5.67	5.67	
041066-000	Franconia Golf Course	64.16	0.00	64.16	0.00	65.75	65.75	
041068-000	Franconia Golf Course	191.31	0.00	191.31	0.00	363.69	363.69	
041069-000	Franconia Golf Course	68.95	0.00	68.95	0.00	37.90	37.90	
047752-000	City of Springfield/Parks Dept	0.00	0.00	0.00	0.00	0.00	0.00	
Grand Totals		3,332.25	0.00	3,332.25	2,000.00	25,555.41	27,555.41	

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: July 18, 2016
Re: Order for Council Meeting – July 18, 2016
Cc: Mayor Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the July 18, 2016 Council meeting, which will pay for a prior year invoice totaling \$27,555.41 from the Parks & Recreation Department.

Background: This is a request to allow the Parks & Recreation Department to pay previous years bills from the current year (FY16) budget. Listed below are the department invoices, due dates, reason and amounts.

Department	Invoice #	Vendor	Date	Reason	Amount
Parks & Recreation	N/A	Springfield Water & Sewer Commission	7/6/2016	June Services Rendered	\$ 27,555.41
TOTAL					\$ 27,555.41

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

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

Attachment: CAFO Certification - Parks BOPY (3599 : Bill of Prior Year - Parks & Recreation - \$27,555.41)



City Council

SCHEDULED

Meeting: 07/18/16 07:00 PM

Initiator: Kenneth E. Shea

Sponsors: Ward 6 Councilor Kenneth E. Shea

DOC ID: 3601

19

CPA Ballot Question (Ward 6 Councilor Shea)

Ordered: that the City hereby accepts Sections 3 to 7, inclusive, of Chapter 44B of the General Laws, otherwise known as the Massachusetts Community Preservation Act, by approving a surcharge on real property for the purposes permitted by said Act, including the acquisition, creation and preservation of open space, the acquisition, preservation, rehabilitation and restoration of historic resources, the acquisition, creation, preservation, rehabilitation and restoration of land for recreational use, the acquisition, creation, preservation and support of community housing, and the rehabilitation and restoration of such open space and community housing that is acquired or created as provided under said Act; that the amount of such surcharge on real property shall be 1.5% of the annual real estate tax levy against real property commencing in fiscal year 2018; and that the City hereby accepts the following exemptions under Section 3(e) of said Act:

(1) for 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) for \$100,000 of the value of each taxable parcel of residential real property; or

(2) for \$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.



City Council

SCHEDULED

Meeting: 07/18/16 07:00 PM
Initiator: Melvyn Altman
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3588

21

Order Authorizing Board of Assessors to Abate and Collector of Taxes to Dissolve Betterment Lien Assessed Against SS Carpenter Ct. (Parcel-ID # 02410-0002) (Mayor Sarno)

WHEREAS, the City of Springfield foreclosed on a parcel of vacant land in Springfield, Massachusetts for non-payment of real estate taxes, now known as South Side Carpenter Court and formerly known as 9 Carpenter Court (Parcel-ID # 02410-0002), by virtue of a Land Court Judgment dated June 12, 2009, and recorded with the Hampden County Registry of Deeds in Book 17873, Page 559; and

WHEREAS, the Office of Housing solicited requests to abutters to submit applications for the purchase and redevelopment of said property pursuant to the Abutter Lot Sales Program of the City of Springfield free and clear of any unpaid real estate taxes or municipal liens assessed prior to foreclosure; and

WHEREAS, Monica Delvalle was the successful applicant with a bid of \$556.00 and closed the sale with the City on April 14, 2014; and

WHEREAS, Monica Delvalle does not have a good and clear record and marketable title to said property since the City Council had voted on September 20, 1982 to levy a betterment assessment upon said property in the amount of \$142.00 for temporary repairs made on Carpenter Court which was recorded at the Hampden County Registry of Deeds in Book 5660, Page 34.

NOW THEREFORE BE IT ORDERED, that the Board of Assessors be and is hereby authorized to take all necessary actions to abate and/or remove said betterment lien assessed upon South Side Carpenter Court (Parcel-ID # 02410-0002) from the city books for the reason that said property was foreclosed upon and sold free and clear of any municipal liens.

NOW THEREFORE BE IT FURTHER ORDERED, that the Collector of Taxes be and is hereby authorized in the name of and on behalf of the City of Springfield to execute and record at the Hampden County Registry of Deeds a certificate dissolving said betterment lien assessed upon South Side Carpenter Court (Parcel-ID # 02410-0002) pursuant to the provisions of Massachusetts General Laws, Chapter 80.



City Council

SCHEDULED

Meeting: 07/18/16 07:00 PM

Initiator: Kathy Breck

Sponsors: Mayor Domenic J. Sarno

DOC ID: 3602

22

Order Granting a Permanent Water Easement for the New Senior Center at Blunt Park (Mayor Sarno)

WHEREAS, the City of Springfield is in the process of constructing a new Senior Center at Blunt Park in Springfield ("Senior Center"); and

WHEREAS, in order to construct the Senior Center, it is necessary for the City of Springfield to grant a 30-foot wide permanent water easement to the **Springfield Water and Sewer Commission**, in order to construct and lay a water main, and related facilities, landscape, alter grades and slopes, to move or remove any structures, together with the perpetual right to inspect, repair, maintain and improve said water and related facilities, including the right as may be necessary to cut, trim and remove any and all trees and shrubbery located on the land within said easement, and to effectuate any and all other acts reasonably necessary for construction and maintenance of said system, and to place upon said land materials and apparatus during such construction, replacement, maintenance, or repair, as described in the draft easement attached hereto as Exhibit #1;

NOW THEREFORE BE IT ORDERED, that the Mayor be and is hereby authorized in the name of and on behalf of the City of Springfield to take all steps necessary to execute, deliver and record an instrument granting a permanent easement to the **Springfield Water and Sewer Commission**, in substantially the same form as the draft Easement instrument attached hereto as Exhibit #1, for no consideration.

ASSIGNMENT AND GRANT OF
WATER EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT, THE CITY OF SPRINGFIELD, a municipal corporation and political subdivision of the Commonwealth of Massachusetts, acting by and through its Department of Parks, Buildings, and Recreation Management, having a usual place of business at 200 Trafton Rd., Springfield, Hampden County, Massachusetts ("Grantor") for no consideration paid, grants and assigns to THE SPRINGFIELD WATER AND SEWER COMMISSION, an independent body politic duly established under the laws of the Commonwealth of Massachusetts and having its usual place of business 250 M Street Ext., Agawam, Hampden County, Massachusetts ("Grantee"), the perpetual rights and easement in the land area more particularly described as the 30' wide WATER EASEMENT FOR THE BENEFIT OF THE SPRINGFIELD WATER AND SEWER COMMISSION on a Plan entitled "Easement Plan of Land in Springfield, Massachusetts surveyed for Springfield Water and Sewer Commission by Heritage Surveys, Inc., College Highway & Clark Street, Southampton, Massachusetts" dated April 18, 2016 by Heritage Surveys, Inc., recorded in the Hampden County Registry of Deeds at Plan Book _____, Page _____. Said easement being more particularly bound and described as follows:

Beginning at a point on the northwesterly sideline of Roosevelt Avenue, being 37.29 feet northeasterly from land now or formerly of Linda M. Ware and running thence;

N11°-37'-18"W, through land now or formerly of The City of Springfield, 249.37 feet to a point, thence

Northwesterly, on a curve to the left, having a radius of 190.00 feet, along last named land, 120.73 feet to a point, thence

N48°-01'-44"W, through last named land, 234.91 feet to a point, thence

N36°-46'-44"W, through last named land, 42.29 feet to a point, thence

N08°-13'-16"E, through last named land, 56.38 feet to a point, thence

Northeasterly, on a curve to the left, having a radius of 295.00 feet, through last named land, 275.30 feet to a point, thence;

S79°-39'-28"E, through last named land, 109.45 feet to a point, thence

S10°-20'-32"W, through last named land, 30.0 feet to a point, thence

N79°-39'-28"W, through last named land, 87.35 feet to a point, thence

Southwesterly, on a curve to the right, having a radius of 325.00 feet, through last named land, 258.53 feet to a point, thence;

S08°-13'-16"W, through last named land, 23.42 feet to a point, thence

S36°-46'-44"E through last named land, 26.91 feet to a point, thence

S48°-01'-44"E, through last named land, 231.96 feet to a point, thence

Southeasterly, on a curve to the right, having a radius of 220.00 feet, through last named land, 139.79 feet to a point, thence;

S11°-37'-18"E, through last named land, 233.00 feet to a point, thence

S49°-45'-34"W, along the northwesterly sideline of Roosevelt Avenue, 34.18 feet to the point of beginning.

Containing an area of 32,684 square feet, more or less.

Being a permanent easement including the permanent right to enter with people, equipment, machinery, and material to construct and lay a water main, and related facilities, landscape, alter grades and slopes, to move or remove any structures, together with the perpetual right to inspect, repair, maintain and improve said water and related facilities, including the right as may be necessary to cut, trim and remove any and all trees and shrubbery located on the land within said easement, and to effectuate any and all other acts reasonably necessary for construction and maintenance of said system and to place upon said land materials and apparatus during such construction, replacement, maintenance, or repair.

Grantor agrees, except with the written permission of the Grantee, that no building, structure, other improvement or obstruction shall be located upon, there shall be no excavation, filling, or grading of, and there shall be no planting of trees or shrubbery upon the land occupied by said water main and related facilities.

In the event Grantee is required to repair or maintain the water main and related facilities following the initial installation, Grantee shall return all surface areas of the easement which have been disturbed by the Grantee's use of the easement to its original condition.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed in their name and on their behalf this ____ day of ____, 2016.

City of Springfield

Witness

By: Domenic J. Sarno, Mayor

THE COMMONWEALTH OF MASSACHUSETTS

Hampden, ss.

_____, 2016

On this ____ day of ____, 2016, before me, the undersigned Notary Public, personally appeared the above-named Domenic J. Sarno, proved to me by satisfactory evidence of identification, being (check whichever applies): ☐ driver's license or other state or federal governmental document bearing a photographic image, ☐ oath or affirmation of a credible witness known to me who knows the above signatory, or ☐ my own personal knowledge of the identify of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him for its stated purpose, as the Mayor of the City of Springfield.

Notary Public,
My commission expires:





City Council
36 Court Street
Springfield, MA 01103

Meeting: 07/18/16 07:00 PM
Department: Law
Category: Local Law
Prepared By: Thomas Moore
Initiator: Thomas Moore
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3570

TABLED

ORDINANCE 2016-5

Amending Ordinance Chapter 49: Establishment of Thomas Wason Local Historic District

Please see attached materials

Please see attached materials

HISTORY:

06/20/16 **City Council**

REQUESTED ROLL CALL

Next: 07/18/16

DRAFT

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

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

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

Subsection "49-16":

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

Exemption from Controls:

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



70 TAPLEY STREET
SPRINGFIELD
MASSACHUSETTS
01104

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



Prepared for the Springfield Historical Commission
by the Office of Planning & Economic Development
June 2, 2016

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SUMMARY SHEET**Chairperson:** Vincent Walsh**Contact Person:** Alvin Allen
(Commission Staff)**Address:** Springfield Historical Commission
70 Tapley Street
Springfield, MA 01104**Telephone:** (413) 787-6020**Commissioners:** Thomas Belton
Benjamin Murphy, Vice Chair
Alfonso W. Nardi
Victoria E. Rowe
Shannon S. Walsh
Vincent Walsh, Chair
Steven Shultis, Alternate**Expected Date of Public**
Hearing: April, 2016**Expected Date of City**
Council Vote: June, 2016**Number of Properties**
Included in the Proposed
Local Historic District 1
Expansion:**Conclusion of the Preliminary Study Report:** To protect the architectural integrity of the Thomas Wason House and the Central Storage Warehouse, the Thomas Wason Local Historic District should be created.

I. Introduction

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

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

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

II. Methodology

The Liberty Heights neighborhood was surveyed in 2001, but this property lies a block beyond the survey boundary and was not surveyed. The property was only researched after a demolition permit was requested, triggering the City's 9-month Demolition Delay.

The Springfield Historical Commission met with the owner, who on hearing of the age and historical association of the property, agreed to rescind his demolition request and to pursue historic status for the property.

III. Significance

Thomas Whiteredge Wason came to Springfield in the 1830s from New Hampshire. He married Sarah Longley in Springfield in 1836. Thomas and his brother Charles dressed timbers for railroad bridges and then began repairing railway cars before forming a

business to build rail cars in 1845. Charles moved to Ohio in 1851 and sold his interest in the company to Thomas, who took on partners a few years later and operated until the name “W. T. Wason & Co.” In 1862, the “Wason Manufacturing Company” was incorporated with Thomas as president. Wason built wood passenger, baggage, and freight cars. It built cars for George Pullman and for the Central Pacific Railroad. Several of these cars were present in 1869 at Promontory Utah for the uniting of the transcontinental railroad. A portion of its business was international; in 1860, Wason built an elaborate car for the Khedive (Viceroy) of Egypt. When Thomas Wason died in 1870, his company had been the largest employer in Springfield for nearly two decades.

The house remained residential through the 19th century. The Central Storage Warehouse began operating from the site circa 1909. The 1910 Springfield atlas shows in the house behind which are several brick structures. In 1911, a permit was taken out to construct a 36 feet by 70 feet addition which extended the warehouse to Liberty Street. The house now serves as the office of the storage company.

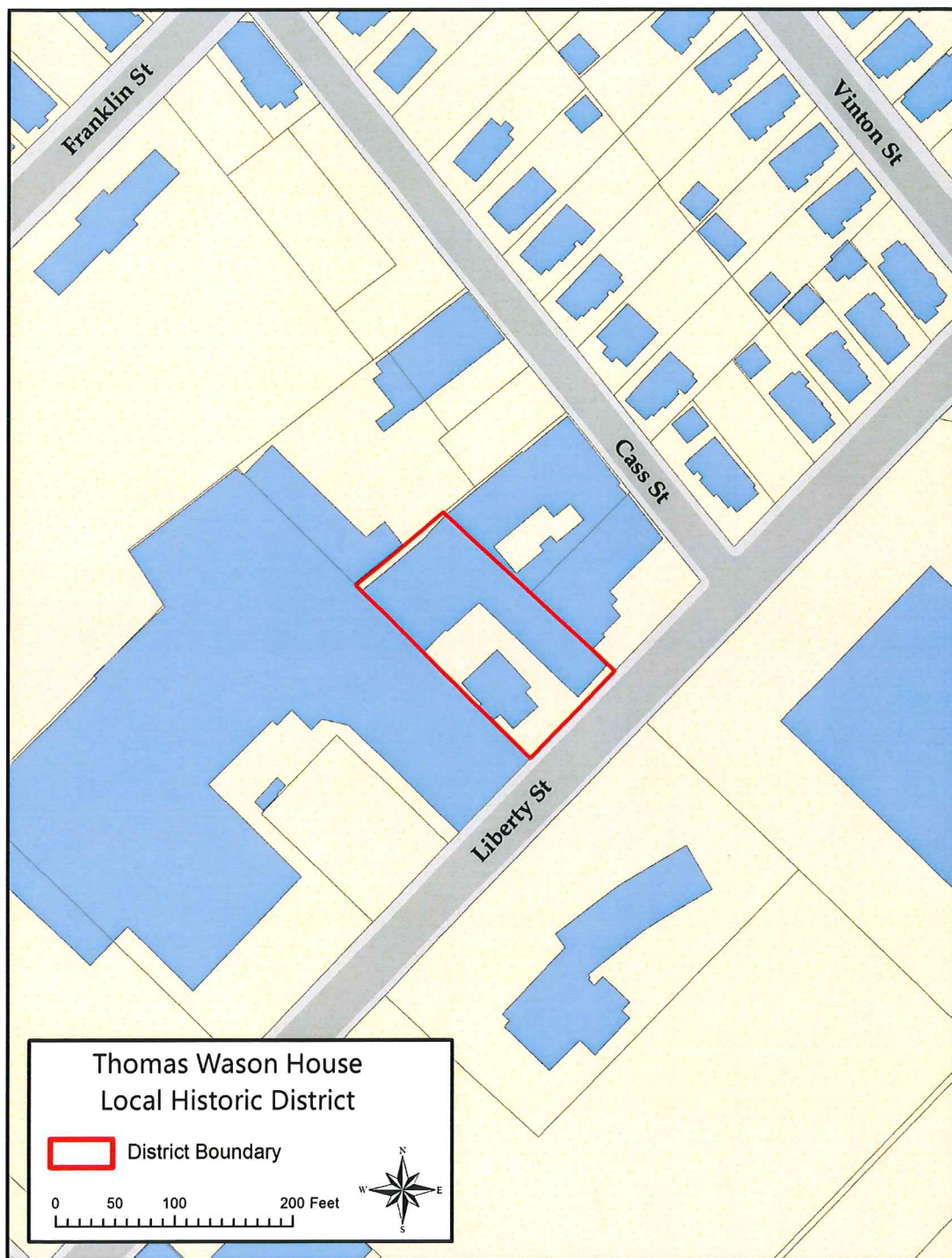
The house is a two-story brick Italianate style structure with a deeply-overhanging and heavily bracketed cornice. The façade has a central one-story bay window. The right side porch has been modified and enclosed; the left side porch has been removed. Windows have brownstone lintels and sills and six-over-six sash, although a few have been replaced. Thomas Wason first appears on Liberty Street in the City Directory of 1854/5. The house could date to that period since Italian Villa style homes began appearing in Springfield by the late 1840s.

The warehouse is three stories. Its brick façade is a simple Renaissance Revival style. First floor brick courses emulate rustication, the second and third floors contain a trio of two-story recessed arches. The roof parapet is crenulated.

IV. Justification of the Boundaries

This is a single parcel historic district. On either side and across the street are one-story, nonresidential 20th century buildings.

V. Map of the Proposed District



VI. Property Street Address Index

Street Address	Historic Name	Year Built	Inventory form	Architectural Style
270 Liberty Street	T. W. Wason House Central Storage Warehouse	c. 1854 c. 1908	Y	Italianate Renaissance Revival
Total number of properties to be included in district:			1	

VII. Recommendations for the Ordinance

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

VIII. The Ordinance

TEXT:

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

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

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

Subsection “49-16”:

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

Exemption from Controls:

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

IX. Inventory Form

See following two pages

FORM B – BUILDING

Assessor's Number USGS Quad Area(s) Form Number

077700079

Springfield
South

MASSACHUSETTS HISTORICAL COMMISSION
MASSACHUSETTS ARCHIVES BUILDING
220 MORRISSEY BOULEVARD
BOSTON, MASSACHUSETTS 02125

Town/City: Springfield

Place: (neighborhood or village): Lower Liberty

Photograph

Address: 270 Liberty Street

Historic Name: Thomas Wason House/Central Storage
Warehouse

Uses: Present: storage warehouse and office

Original: residential

Date of Construction: c. 1854; c. 1908

Source: 1854/1855 City Directory

Style/Form: Italianate; Renaissance Revival

Architect/Builder: unknown

Exterior Material:

Foundation: brick

Wall/Trim: brick with brownstone trim

Roof: rolled roofing

Outbuildings/Secondary Structures: carriage house and
storage warehouse

Major Alterations (with dates):

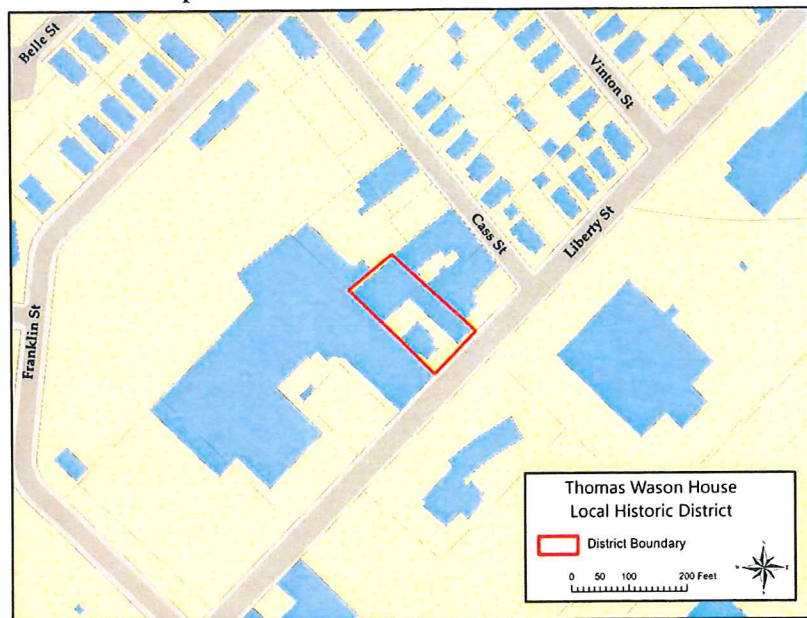
1911 warehouse enlarged

Condition: fair

Moved: no ☐ yes ☐ Date:

Acreage: ½ acre

Setting: industrial

Locus Map

Recorded by: Robert McCarroll

Organization: Springfield Historical Commission

Date (month / year): Jan 2016



INVENTORY FORM B CONTINUATION SHEET

TOWN

ADDRESS

MASSACHUSETTS HISTORICAL COMMISSION

Area(s) Form No.

220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

- ☐ Recommended for listing in the National Register of Historic Places.
If checked, you must attach a completed National Register Criteria Statement form.

Use as much space as necessary to complete the following entries, allowing text to flow onto additional continuation sheets.

ARCHITECTURAL DESCRIPTION:

Describe architectural features. Evaluate the characteristics of this building in terms of other buildings within the community.

The house is a two-story brick Italianate style structure with a deeply-overhanging and heavily bracketed cornice. There is a central one-story bay window on the facade. The right side porch has been modified and enclosed; the left side porch has been removed. Windows have brownstone lintels and sills and six-over-six sash, although a few have been replaced. Thomas Wason first appears on Liberty Street in the City Directory of 1854/5. The house could date to that period since Italian Villa style homes began being built in Springfield by the late 1840s.

The Central Storage Warehouse first appears in this location in the 1909 City Directory. In 1911, a 36 foot by 70 foot addition was designed by architect George Allen, extending the warehouse to Liberty Street. The warehouse is three stories and made of brick. Its façade is a simple Renaissance Revival style with bricks emulating a rusticated first floor, a trio of two-story recessed arches on the second and third floors, and a crenulated parapet.

HISTORICAL NARRATIVE

Discuss the history of the building. Explain its associations with local (or state) history. Include uses of the building, and the role(s) the owners/occupants played within the community.

Thomas Whiteredge Wason came to Springfield in the 1830s from New Hampshire. He married Sarah Longley in Springfield in 1836. Thomas and his brother Charles dressed timbers for railroad bridges and then began repairing railway cars before forming a business to build rail cars in 1845. Charles moved to Ohio in 1851 and sold his interest in the company to Thomas, who took on partners a few years later and operated under the name "W. T. Wason & Co." In 1862, the "Wason Manufacturing Company" was incorporated with Thomas as president. Wason built wood passenger, baggage, and freight cars. It built cars for George Pullman and the Central Pacific Railroad. Several of these cars were present in 1869 at Promontory Utah for the uniting of the transcontinental railroad. A portion of its business was international, and in 1862, Wason built an elaborate car for the Khedive of Egypt. When Thomas Wason died in 1870, his company was the largest employer in Springfield.

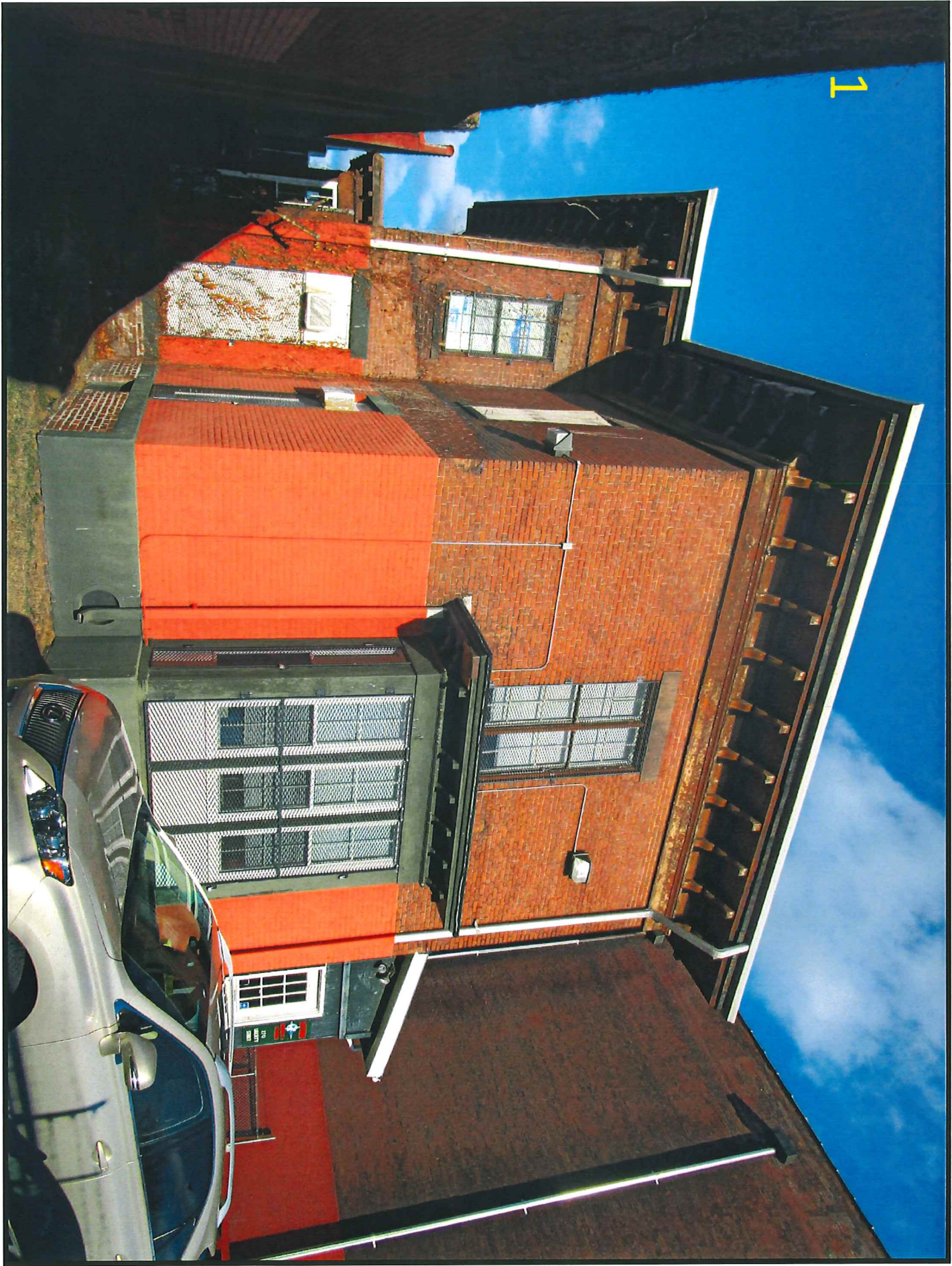
The Central Storage Warehouse was established on Lyman Street in the 1890s. It appears in the 1909 City Directory also at 270 Liberty Street. It specialized in storage of furniture and household items.

BIBLIOGRAPHY and/or REFERENCES

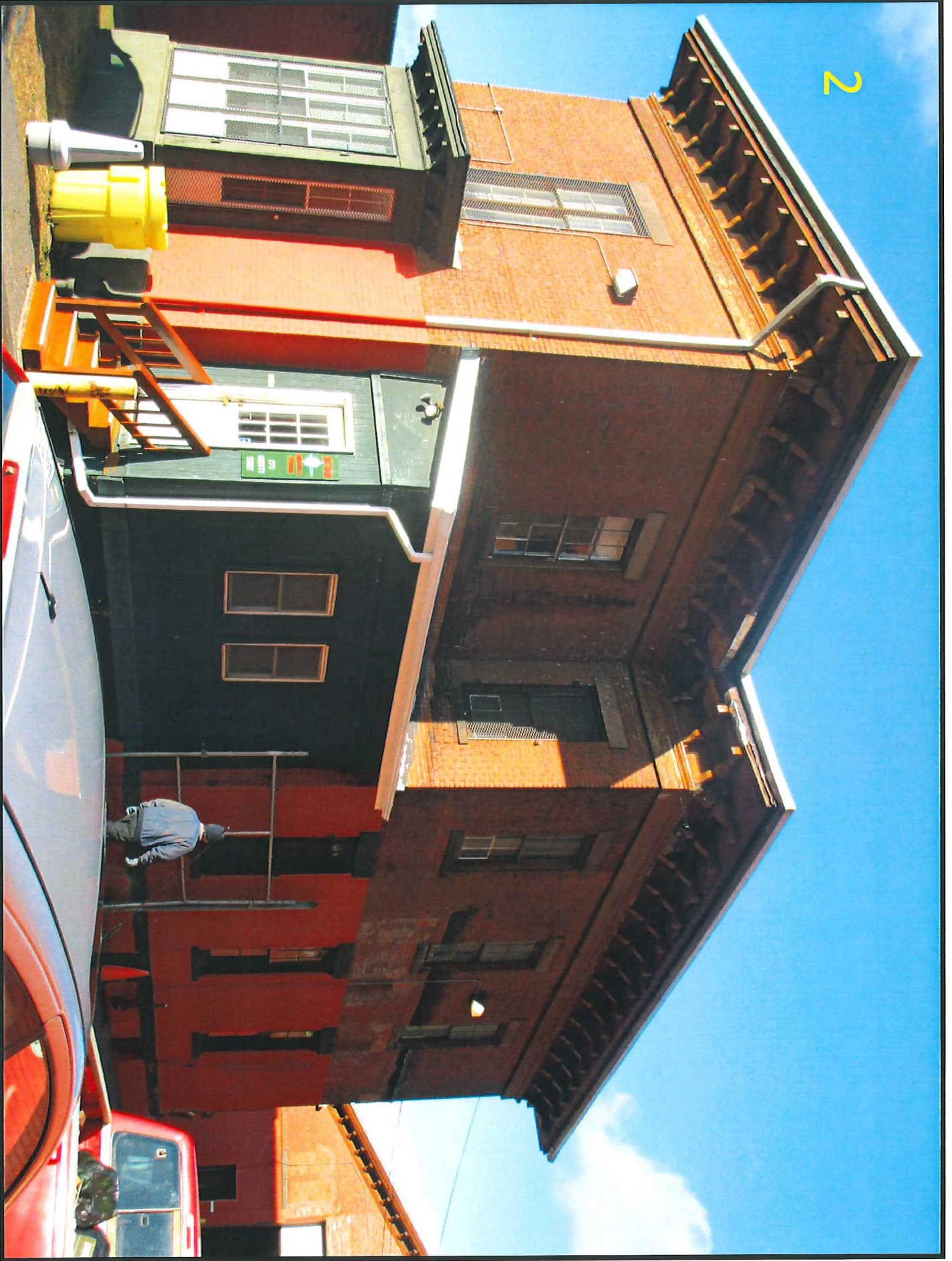
Springfield Building Department records
 Springfield City Directories
 The Story of Western Massachusetts Vol 6
 Mid-Continent Railway Museum <http://www.midcontinent.org/rollingstock/builders/wason1.htm>

X. Photographs

PHOTOGRAPHS ID	Photograph Description
1	Front façade & west elevation of house
2	Front façade & east elevation of house
3	Front façade & west elevation of warehouse
4	Front façade of warehouse
5	Front façade & east elevation of warehouse
6	
7	
8	
9	
10	



2



3





5



XI. Appendix

SPRINGFIELD HISTORICAL COMMISSION APPLICATION PROCEDURES

Applications for certificates can be obtained from the Historical Commission in the Planning Department, 70 Tapley Street and can now be downloaded from the Springfield Planning Department web site. Fill out the application and return it with supporting information to the Historical Commission. The application must include:

1. Address of property to be altered
2. Name of owner of property
3. Address of owner of property
4. Written description of the proposed change (if a change of siding is requested, fill out the reverse side of the application sheet.)
5. The reason for a Certificate of Hardship (if that is being requested)

Additional required information:

1. Drawings for alterations and/or additions to existing structures, or for new construction. Drawings shall be plans or elevations drawn to scale with sufficient detail to show the architectural design of buildings, including proposed materials, textures and colors. Samples of materials or colors, and the plot plan or site layout, indicating all improvements affecting appearances such as walls, walks, terraces, plantings, accessory buildings, signs, lights, and other elements, shall also be included.
2. Photographs required with application to demolish existing structures. Applicant shall submit photos showing all sides of property and contiguous properties on either side and across the street.
3. Photographs required with application for new construction. Applicant shall submit photos adjoining properties on either side and across the street.
4. Photographs required with application for repair, alterations, and/or additions to existing structures. Applicant shall submit photos of all sides of structure to be affected by proposed action.

What happens after the application had been returned to the Commission?

Once the Commission receives an application form, it follows the procedures as required in Massachusetts General Law, Chapter 40C, Section 11:

- a. Public Hearing
The commission shall fix a reasonable time for the hearing on any application and shall give public notice of the time, place and purpose thereof at least fourteen (14)

days before said hearing in such manner as it may determine, and by mailing, postage prepaid, a copy of said notice to the applicant, to the owners of all adjoining property and other property deemed by the commission to be materially affected thereby as they appear on the most recent real estate tax list of the board of assessors, to the Historical Commission of the city or town, to any person filing written request, to be renewed yearly in December, and to such other persons the commission shall deem entitled to notice.

As soon as convenient after such public hearing but in any event within sixty (60) days after filing of the application, or lesser period as the ordinance or by-law may provide, or within such further time as the applicant may allow in writing, the commission shall make a determination on the application. If the commission shall fail to make a determination within such period of time the commission shall thereupon issue a Certificate of Hardship.

A public hearing on an application need not be held if all persons entitled to notice thereof waive such hearing in writing. In addition, a public hearing on an application may be waived by the commission if the commission determines that the exterior architectural feature involved or its category or color, as the case may be, is so insubstantial in its effect on the historic district that it may be reviewed by the commission without public hearing on the application, provided, however, that if the commission dispenses with a public hearing on an application, notice of the application shall be given to the owners of all adjoining property and other property deemed by the commission to be materially affected thereby as above provided and ten days shall elapse after the mailing of such notice before the commission may act upon such application.

b. Notification of Decision

The Commission must take action on an application within sixty (60) days or a Certificate of Hardship will be issued. The original Notice of the decision shall be forwarded to the City Clerk and copies shall be distributed to the Planning Department and the property owner.



City Council
36 Court Street
Springfield, MA 01103

SCHEDULED

ORDINANCE (ID # 3603)

Meeting: 07/18/16 07:00 PM
Department: Law
Category: General
Prepared By: Kathy Breck
Initiator: Kathy Breck
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3603

Order Amending Code Chapter 110, Animals

See attachments for Amended Chapter 110, and Summary of Changes

Summary of proposed changes to Chapter 110

In 2012 Massachusetts passed one of the most comprehensive pieces of animal-related legislation in the state's history, removing and updating laws that had been enacted in the 1800's. While some changes made to Chapter 110 in 2015 updated the city animal ordinances, the current proposed changes will bring local regulations in line with Massachusetts General Laws and allow for a more effective animal control department.

110-1: Defines "animal, livestock" and "feral/homeless cat"; defines "owner" and reduces period of harboring from 10 days to 7 days in accordance with Mass General Law.

110-2: Reduces required age for rabies vaccination from 6 months to 3 months; allows a \$50 fine for an unlicensed dog.

110-5: Additional definitions of prohibited nuisance behaviors and allows fines for such behaviors.

110-6: Increases boarding fee for quarantined animals from \$15 daily to \$22 daily.

110-8: Increases animal care standards and prohibits keeping animals unattended in vehicles.

110-9: Allows a fine for interfering with an Animal Control Officer.

110-13: Allows for appeals for those aggrieved by the actions of an Animal Control Officer.

Chapter 110

ANIMALS

ORD. NO. 3

AN ORDINANCE TO AMEND the Code of the City of Springfield by deleting and repealing Chapter 110 thereof, Animals, and replacing it with a new Chapter 110, to be entitled "Animals", which chapter provides for certain definitions, licenses to be issued by the city, procedures for issuing the licenses, collecting fees, hearings, suspending and revoking licenses and providing penalties for violations of the chapter.

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

1. The Code of the City of Springfield, is hereby amended by deleting and repealing Chapter 110, Animals.

Section 2. The Code of the City of Springfield, is hereby amended by adding thereto a new chapter, to replace Chapter 110 hereinabove, to be Chapter 110, Animals, to read as follows:

§ 110-1	Definitions.	§ 110-9	Chief Animal Control Officer;
§ 110-2	Licensing and rabies.		Advisory and Hearing Committee.
§ 110-3	Permit for commercial animal establishments.	§ 110-10	Dangerous dogs or other animals.
§ 110-4	License and permit issuance, suspension and revocation.	§ 110-11	Animal waste.
§ 110-5	Restraint and control of animals; public nuisances; barking dogs.	§ 110-12	Wild animals; performing animal exhibitions; animal on school grounds; swine; animals
§ 110-6	Impoundment; violation notices.	§ 110-13	Issuance of citations.
§ 110-7	Sterilization.	§ 110-14	Delegation of responsibilities.
§ 110-8	Animal care standards.	§ 110-15	Enforcement; recordkeeping.
		§ 110-16	Violations and penalties.
		§ 110-17	Payment deadlines and penalties

§ 110-1. Definitions.

As used in this Ordinance, the following terms shall have the following meanings:

ADVISORY AND HEARING COMMITTEE: A committee to be known as the "Animal Advisory and Hearing Committee." The Advisory and Hearing Committee shall be composed of five members: the City Clerk or designee; the Police Commissioner or designee; the President of the City Council or designee; and two persons appointed by the Mayor or designee. All members shall be residents of the City. Committee members shall elect a Chairperson and such other officers as they deem necessary and shall meet monthly or as needed.

ANIMAL: Any live, vertebrate creature, domestic or wild, excluding humans.

ANIMAL CONTROL CENTER: Any facility or shelter operated by or for the City of Springfield, including the Thomas J. O'Connor Animal Control and Adoption Center or its successor, or operated by a humane society, for the purpose of impounding or caring for Animals.

ANIMAL CONTROL OFFICER: Any person designated by the City to enforce this Ordinance or Sections 137 to 174E, inclusive, of Chapter 140 of the Massachusetts General Laws, including but not limited to police officers, special police officers, employees of the Department of Health and Human Services, and agents of the Thomas J. O'Connor Animal Control and Adoption Center or its successor.

ANIMAL, DOMESTIC: Any dog, cat, horse, cow, sheep, goat, pig, domestic fowl, rabbit, guinea pig, ferret, hamster, reptile and any other domesticated Animal.

ANIMAL EXHIBITION: Any display containing one or more Animals which are exposed to public view for entertainment, instruction or advertisement, but excluding circuses, state and county fairs, livestock shows, rodeos, dog and cat shows and competitions, obedience trials and competitions, field trials, and any other fairs and exhibitions intended to advance agricultural arts and sciences.

ANIMAL, LIVESTOCK: Any animal which is ordinarily kept for agricultural purposes and not as pets, such as for the sale or consumption of their meat, eggs, milk, skins, fur, or labor, for profit or otherwise. Livestock animals include, but are not limited to: cattle, horses, swine, sheep, goats, chickens, ducks, geese, and rabbits.

ANIMAL, WILD: Any raccoon, skunk, opossum, squirrel, fox, coyote, turkey, deer, bear, snake, bird or similar Animal wild by nature or found in the wild.

COMMERCIAL ANIMAL ESTABLISHMENT: Any pet shop, shelter, auction, riding school or stable, Zoological Park, circus, Animal Exhibition or Kennel.

DANGEROUS DOG: A dog that either (i) without justification, attacks a person or Domestic Animal causing physical injury or death, or (ii) behaves in a manner that a reasonable person would believe poses an unjustified imminent threat of physical injury or death to a person or to a Domestic Animal.

GROOMING SHOP: A commercial establishment where Animals are bathed, clipped, plucked, or otherwise groomed.

FERAL/HOMELESS CAT: A cat that exists in a feral, homeless, or untamed state, or one that has returned to an untamed state and is no longer considered domesticated, or one that was previously residing in a home as a domesticated cat that has been abandoned by its owner.

KENNEL: A pack or collection of dogs on a single premise, including a commercial boarding or training kennel, commercial breeder kennel, domestic charitable corporation kennel, personal kennel or veterinary kennel, provided however, that a person may keep up to four dogs, all of which are sterilized, or up to three dogs, any of which are unsterilized, without said dogs being considered a Kennel under this Ordinance.

LICENSING AUTHORITY: The City Clerk or his/her designee or Thomas J O'Connor Animal Control and Adoption Center as provided by the laws of the Commonwealth of Massachusetts.

NUISANCE DOG: A dog that (i) by excessive barking or other disturbance, is a source of annoyance to a sick person residing in the vicinity, or (ii) by excessive barking, causing damage or other interference, is disruptive to one's peace and quiet, or (iii) molests or threatens passersby or passing vehicles, or (iv) threatens or attacks Domestic Animals or persons, or (v) trespasses on school grounds or private property, or (vi) is found at large three or more times, as documented by an Animal Control Officer, within a consecutive twelve month period, or (vii) damages public or private property.

OWNER: Any person, firm, corporation or organization owning, keeping, having an interest in, having care, custody or control of, or harboring one or more Animals. An Animal shall be deemed to be harbored if it is fed or sheltered for seven consecutive days or more. If the Owner of an Animal is a minor, the parent(s) or guardian(s) of said minor shall be considered the Owner.

SECURE ENCLOSURE: A Secure Enclosure shall be a minimum of five feet wide, ten feet long, and six feet in height above the grade, with a horizontal top covering said area, all to be at least nine gauge, chain-link fencing with necessary steel supporting posts. The floor shall be at least three inches of poured concrete with the bottom edge of said fencing embedded in the concrete or extending at least one foot below grade. The gate must fit closely and be securely locked or otherwise deemed secured by an Animal Control Officer. If the Secure Enclosure is intended to house a Dangerous Dog or Nuisance Dog, the Owner shall post the Secure Enclosure with a clearly visible warning sign that informs people that there is a Dangerous Dog or Nuisance Dog on the property. The Secure Enclosure must be locked at all times when the dog is unattended by either the Owner or a competent custodian eighteen years of age or older. The enclosure must contain and provide protection from the elements for the dog or other Animals mentioned before and shall comply with MGL c. 272, § 77 and animal standards as detailed in section 110-8 of this chapter.

ZOOLOGICAL PARK: Any facility, other than a pet shop or Kennel, displaying or exhibiting one or more non-Domestic Animals operated by any person, partnership or corporation or any governmental agency in accordance with Massachusetts General Laws.

§ 110-2. Licensing and rabies vaccination.

- A. Each Owner of a dog, cat or ferret that is three months of age or older shall cause such dog, cat or ferret to be vaccinated against rabies by a licensed veterinarian using a licensed vaccine according to the manufacturer's directions, and shall cause such dog, cat or ferret to be revaccinated at intervals recommended by the manufacturer. Unvaccinated dogs, cats or ferrets acquired or moved into the Commonwealth shall be vaccinated within thirty days after the acquisition or arrival of such Animal into the Commonwealth or upon reaching the age of three months, whichever occurs last. It shall be the duty of each veterinarian to complete a certificate of rabies vaccination which shall include, but not be limited to, the following information: the Owner's name and address; a description of the Animal, including breed, sex, age, name and distinctive markings; the date of vaccination; the rabies vaccination tag number; the type of rabies vaccine used; the route of vaccination; the expiration date of the vaccine; and the vaccine lot number. A dog, cat or ferret shall be exempt from rabies vaccination if a veterinarian has examined the Animal and has certified in writing that vaccinating the Animal at that time would endanger the Animal's health because of its age, infirmity, disability, illness or other medical considerations. An Animal exempt under this Section must be vaccinated as soon as its health allows.

B. Dog Licenses.

1. In accordance with Massachusetts General Laws, Chapter 140, Section 137, any dogs aged six (6) months or older, that are kept in the City of Springfield for more than sixty (60) days shall be licensed. The

license application shall include: the name and address of the applicant; a description of the dog; proof of rabies vaccination; or proof of rabies vaccination exemption as defined in part A of this section; and the appropriate fee.

2. Applications for dog licenses shall be made to the Licensing Authority. License applications shall include: the name and address of the applicant; a description of the dog; proof of rabies vaccination or proof of rabies vaccination exemption; and the appropriate fee. The Owner of a dog may add descriptive words, not more than ten in number, upon the license form to indicate the color, breed, weight or special markings of the licensed dog.
3. If not revoked, licenses for the keeping of dogs shall be for a period of one year, running from April 1 to March 31. Reapplication for a license may be made up to thirty days prior to April 1.
4. Application for a license must be made within thirty days after obtaining a dog over six months of age or within thirty days after moving a dog into the City. This requirement will not apply to a nonresident keeping a dog within the City for fewer than sixty days.
5. License fee exemptions:
 - a. A license fee shall not be required for seeing-eye dogs, governmental police dogs or service dogs as defined by the Americans with Disabilities Act or regulations promulgated thereunder.
 - b. A license fee shall not be required for dogs owned by a person aged seventy years or over.
 - c. Persons and entities exempt from paying license fees under this section shall nevertheless apply for a license with the Licensing Authority and cause their dogs to wear tags issued by the Licensing Authority.
6. Upon acceptance of the application and license fee, the Licensing Authority shall issue a durable tag stamped with an identifying number and year of issuance. Tags shall be designed so that they may be conveniently fastened or riveted to the dog's collar or harness
7. No license fee or portion thereof shall be refunded because of the subsequent death, loss, spaying, removal from the City of Springfield or Commonwealth of Massachusetts, or other disposal of the dog.
8. Dogs shall be made to wear both rabies and license tags at all times.
9. The Licensing Authority shall maintain records of the identifying numbers of all tags issued, and shall make these records available to the public.
10. License fees for dogs shall be as follows:
 - a. Unneutered/Unspayed dog: \$25.
 - b. Neutered/Spayed dog: \$5. An applicant for a neutered/spayed dog license shall, as a condition of obtaining such license, produce a certificate from the veterinarian who spayed or neutered the dog, or, if such certificate cannot be obtained, a receipt of a bill from the veterinarian who performed such procedure or a statement signed under the pains and penalties of perjury by a veterinarian registered and practicing in

the Commonwealth describing the dog and stating that the veterinarian has examined the dog, which appears to have been spayed or neutered and incapable of propagation.

c. Dog that has been declared a Dangerous Dog or a Nuisance Dog: \$100.

11. A duplicate license may be obtained upon payment of a replacement fee of \$2.

12. All permitted sources of dogs, including shelters, rescue organizations, pet shops, professional breeders, and veterinarians, operating within the City of Springfield shall notify the Licensing Authority upon the transfer of ownership of any dog. The City Clerk may authorize these permitted sources to register dogs and remit the fees to the City Clerk's office within five days thereafter.

13. All permitted sources administering anti-rabic vaccines to dogs must notify the Licensing Authority upon administering the anti-rabic vaccine to any such dog.

C. Violations.

1. Owners who fail to obtain a license as required within the time period specified in this Section may be fined not more than \$50.00, separate from any licensing fees owed, and the unlicensed dog may be subject to immediate impoundment.
2. No person may use any dog license for a dog other than for the dog for which it was issued. Violators may be fined not more than \$25.00.
3. Any person keeping a dog in the City of Springfield that does not cause such dog to be vaccinated as required by this section against rabies may be fined not more than \$100.00.

§ 110-3. Permits for Commercial Animal Establishments; Kennel

- A. No person, partnership, or corporation shall operate a Commercial Animal Establishment without first obtaining a permit in compliance with this Ordinance. A permit shall not be issued unless the applicant is in compliance with this Ordinance and applicable state law and pays the applicable permit fee.
- B. There shall not be allowed more than three (3) dogs within a single dwelling unit, unless the keeper of such dogs is granted a license to operate a kennel, in accordance with this chapter, unless all animals in the home have been surgically altered. If all animals in the home are surgically altered, four (4) dogs may be kept within a single dwelling unit, without the need to acquire a license to operate a kennel.
- C. Permits for Commercial Animal Establishments shall be for a period of one year, running from April 1 to March 31. Renewal applications may be made up to thirty days prior to April 1. Application for a permit to establish a new Commercial Animal Establishment under the provisions of this Ordinance may be made at any time. Any person, partnership or corporation operating a Commercial Animal Establishment within the City who fails to license the same by April 1 of each year shall pay a penalty of \$100 per month.
- D. The Advisory and Hearing Committee shall promulgate regulations for the issuance of permits, and shall include requirements for humane care of all Animals and for compliance with the provisions of this Ordinance and other applicable laws. The Advisory and Hearing Committee may amend such

regulations from time to time as is deemed desirable for public health and welfare and for the protection of Animals.

- E. If there is a change of ownership of a Commercial Animal Establishment, the new owner may have the current permit transferred to his name upon payment of a transfer fee of \$25.
- F. Annual permits shall be issued upon payment of the applicable fee after inspection by an Animal Control Officer for each:
 - 1. Kennel authorized to house fewer than ten dogs: \$50.
 - 2. Kennel authorized to house ten or more but fewer than fifty dogs: \$100.
 - 3. Kennel authorized to house fifty or more dogs: \$150.
 - 4. Zoological Park: \$100.
 - 5. Circus: \$150.
 - 6. Animal Exhibition: \$100.
 - 7. Grooming Shop: \$50.
 - 8. No fee is required for any: veterinary hospital or clinic, animal shelter or governmentally operated zoological park. Permits will be issued without charge.
- G. Every facility at a different address regulated by this Ordinance shall be considered a separate enterprise and shall require a separate permit.
- H. Operators of Kennels may elect to license dogs individually.
- I. Failure to obtain a permit before opening any facility covered in this Ordinance shall result in a fine of up to \$200.
- J. Any Commercial Animal Establishment which has a change in the category under which a permit was issued shall be subject to reclassification, and appropriate adjustment of the permit fee shall be made.
- K. A dog under the age of six months shall not be counted in determining the number of dogs kept in a Kennel under this Section.

§ 110-4. License and permit issuance, suspension and revocation; illegal kennel

- A. The City or Licensing Authority may revoke any permit or license granted under this Ordinance if the person holding the permit or license refuses or fails to comply with this Ordinance, regulations promulgated by the City or any law governing the protection and keeping of Animals.
- B. Any person whose permit or license is revoked shall, within ten days thereafter, be responsible for the placement or humane disposal of all Animals owned, kept or harbored, and no part of the permit or license fee shall be refunded. Failure to place or humanely dispose of any Animal kept or harbored shall result in a fine of up to \$200 per animal.

- C. It shall be a condition of the issuance of any permit or license that an Animal Control Officer be permitted to inspect all Animals and the premises where Animals are kept at any reasonable time with reasonable notice. If permission for such inspections is refused, such permit or license of the refusing Owner may be refused, suspended or revoked by the Licensing Authority.
- D. If an applicant for a license or permit has withheld or falsified any information on the application, the Licensing Authority may refuse, suspend or revoke such license or permit.
- E. No person who has been convicted of any crime involving cruelty to Animals shall be issued a permit or license of any kind under this Ordinance for a period of five years from the date of conviction.
- F. Any person having been denied a license or permit may reapply after the conditions upon which denial was based have been corrected. Each reapplication shall be accompanied by a fee of \$25.

§ 110-5. Restraint and control of Animals; public nuisances; barking dogs.

- A. All Animals, with the exception of sterilized cats, shall be kept under restraint when in public. Restraint shall mean a leash, lead, or other physical restraint. Dogs must be on a leash not more than six feet long, except in cases where the dog is under voice control of a person, that person has a leash in his possession and the dog is confined in a fenced-in area or pen.
- B. Every owner or keeper of an animal shall exercise proper care and control of their animals to prevent them from becoming a public nuisance. Further, persons who feed or care for wild animals, including feral cats, shall not cause such animals to become a public nuisance. An animal found to be a public nuisance may be impounded by an Animal Control Officer, as set forth in this Chapter. Animal nuisance behaviors include, but are not limited to:
 1. Molesting or attacking persons, animals or vehicles without provocation;
 2. Repeated trespassing on public or private property, including school grounds;
 3. Repeatedly being found at large, outside of confinement or off restraint;
 4. Causing offensive odors through accumulated waste or other reason that is detectable from the public way, any right of way, or adjoining properties;
 5. Allowing an animal which tests positive for a communicable disease (for example, feline leukemia, parvovirus, distemper) to interact with other animals in such a manner as to increase the likelihood of the spread of such disease;
 6. Barking, whining, howling, or other noises natural to such animal's species in an excessive, continuous, or untimely fashion, where such noise is plainly audible at a distance of one hundred (100) feet from the building, premises, or vehicle housing said dog, and such noise is continuous for ten minutes or more, so as to disturb the peace or otherwise be disruptive to any person's quiet enjoyment of property, comfort, or repose;
 7. Obstructing any public way or private way, or distracting drivers upon the public way;

8. Any other circumstances affecting the health or safety or the public or other animals as determined by an Animal Control Officer or the Board of Health.

C. The Owner of a reproductively whole dog or cat over the age of six months found to be at large shall be subject to a fine of \$100 per violation.

1. The Owner of the dog or cat shall have the option of paying this fine of \$100 or, in the alternative, the Owner may, within ten days of the violation, have the dog or cat spayed or neutered. If the Owner elects to have the dog or cat spayed or neutered, the Owner shall present proof of same to the City Clerk in lieu of payment of the fine. The City Clerk, upon receipt of proof that the dog or cat has been spayed or neutered, shall waive the \$100 fine. Proof requires written verification by the veterinarian who performed the sterilization that the dog or cat has been sterilized.
2. If a reproductively whole dog or cat is found to be at large on three occasions, as documented by an Animal Control Officer, the Animal shall be surgically sterilized and microchipped before being returned to the Owner. The Owner shall bear all costs associated with this service and the fine of \$100 shall be imposed.
3. The Chief Animal Control Officer may waive the sterilization requirement if he/she finds that the Animal's health may be endangered by the sterilization procedure (examples include an old Animal or an Animal in poor health).

C. It shall be unlawful for any person owning, keeping, harboring, or possessing any Animals to permit the same to go at large any time within the limits of the City, to the damage or annoyance of any of the residents of the City.

D. In accordance with MGL Chapter 134, Section 2-6, any stray animal found within the City of Springfield shall be reported to and impounded at the Thomas J O'Connor Animal Control and Adoption Center immediately and for the duration of the legally required stray hold.

E. Violations.

1. An owner of an animal covered by this section that allows such animal to become a public nuisance, including but not limited to failure to properly restrain or confine said animal may be fined:
 - a. Not more than \$50.00 for a first offense;
 - b. Not more than \$100.00 for a second offense;
 - c. Not more than \$300.00 for a third or subsequent offense;
 - d. Each day that a violation occurs shall be deemed a separate offense. Following a third offense, any license to keep animals may be revoked, and the offending animal may be impounded.
2. Failure to properly restrain an animal covered by this Section which is found to be reproductively whole shall result in the owner of such animal to be fined an additional \$100.00.

3. Failure to properly restrain an animal covered by this Section which results in such animal entering upon school

property shall result in an additional fine to the owner of such animal an amount not more than \$50.00.

§ 110-6. Impoundment; violation notices.

A. Impoundment.

1. Any Animal found at large or determined to be a public nuisance may be taken by Animal Control Officers, Board of Health agents, or Police Officers and impounded and confined in a humane manner.
2. An Animal Control Officer, Animal Control Center or veterinarian with custody of an impounded or stray Animal shall make a reasonable attempt to contact the Owner of such Animal if the Owner can be identified.
3. An Animal Control Center or veterinarian may, in its sole discretion, administer veterinary care to sick or injured Animals impounded under Section 110-6(A). If the Owner of the Animal can be identified, the Owner shall be responsible for payment of such veterinary expenses.
4. If the Owner of an Animal impounded under Section 110-6(A) has not reclaimed it within seven days of the date of the impoundment, or any lesser minimum period permitted by the General Laws of the Commonwealth, an Animal Control Officer may release the Animal for adoption or humanely euthanize the Animal. If a licensed veterinarian states in writing that the Animal is in significant pain and has no reasonable chance of recovering or having a good quality of life, the Animal may be humanely euthanized at any time. The City shall not be liable for any disposition of Animals in accordance with this section.
5. Except as otherwise provided in this Ordinance, the Owner of any impounded Animal may redeem the Animal, upon payment to the City of the following:
 - a. An impound fee of \$40.00 for each Animal redeemed;
 - b. A boarding fee of \$15.00 per Animal or \$22.00 for bite quarantine or dangerous/nuisance animal, per day;
 - c. All outstanding fines, except for any fine of which a timely appeal is pending;
 - d. All veterinary charges, drugs and other medical expenses;
 - e. The cost of sterilization, if applicable;
 - f. The cost of rabies vaccination, if applicable; and g. The cost of license and registration, if applicable;
 - h. The cost of microchip implantation and registration, if applicable. At the request of the Owner, the Animal Control Center shall provide an itemized list of charges.
 - i. An animal which has been seized following a bite or other violent incident shall be quarantined and confined from contact with persons or other animals for not less than ten (10) days:

1. In the home of the owner of the animal if owner proves that the animal has been vaccinated for rabies;

2. In an animal control center if the owner is unable to prove that the animal has been vaccinated for rabies and/or the owner of the animal is unable to manage or confine the animal in interest of public safety

§ 110-7. Sterilization.

The Thomas J. O'Connor Animal Control and Adoption Center shall not release a dog or cat for adoption without first sterilizing the dog or cat, except where a veterinarian states in writing that sterilization would place the dog or cat at considerable risk due to poor health.

§ 110-8. Animal care standards.

A. Owners shall provide each of their animals with sufficient good and wholesome food and water, proper shelter, protection from the weather; veterinary care when needed to prevent suffering, and otherwise humane care and treatment.

B. A person owning or keeping a dog may confine such dog outside, subject to the restrictions in this section, through the use of any of the following methods:

1. inside a pen, if the following conditions are met:
 - a. the pen shall have adequate space for exercise with a dimension of at least one hundred square feet; provided, however, that commercial dog kennels with pens intended for the temporary boarding of dogs shall be exempt from this requirement;
 - b. the pen is constructed with chain link or other similar material as determined by the Building Inspector, with all sides enclosed;
 - c. the minimum height of the fence shall be adequate to successfully confine the dog;
2. a fully fenced, electronically fenced or otherwise securely enclosed yard, wherein a dog has the ability to run but is unable to leave the enclosed yard; or
3. a trolley system or a tether attached to a pulley in a cable run, if the following conditions are met:
 - a. only one dog shall be tethered to each cable run;
 - b. the tether shall be attached to a properly fitting collar or harness worn by the dog, with enough room to fit two adult fingers between the collar and the dog's throat; provided, however, that a choke collar or pinch collar shall not be used to tether a dog to a cable run;
 - c. there shall be a swivel on at least one end of the tether to minimize tangling of the tether;
 - d. the tether and cable run must each be at least ten feet in length. The cable must be mounted

at least four feet but not more than seven feet above ground level; and

- e. the length of the tether from the cable run to the dog's collar or harness shall allow continuous access to clean water and appropriate shelter at all times as described in section 110-8(C);
- f. the tether system shall be of appropriate configuration to confine the dog to the Owner's property, to prevent the trolley system or tether from extending over an object to an edge that could result in injury to or strangulation of the dog and to prevent the trolley system or tether from becoming tangled with other objects or animals.
- g. No person shall tether a dog for more than eight (8) out of every twenty-four (24) hours. No dog under the age of six (6) months shall be tethered outside for any length of time.

C. A person owning or keeping a dog confined outside in accordance with this Ordinance shall provide the dog with access to clean water and appropriate dog shelter. The dog shelter shall allow the dog to remain dry and protected from the elements and shall be fully enclosed on at least three sides, roofed and have a solid floor and be sufficiently insulated and ventilated to protect the dog from exposure to extreme temperatures. The entrance to the shelter shall be flexible to allow the dog's entry and exit, and sturdy enough to block entry of weather elements. The shelter shall contain clean bedding and shall be small enough to retain the dog's body heat and large enough to allow the dog to stand, lie down and turn comfortably. The enclosure shall be structurally sound and in good repair. Suitable drainage shall be provided so that water, ice or waste is not standing in or around the shelter.

D. No person shall keep or place an animal in a location that would cause an unreasonable risk of injury or death to the Animal or subject them to "cruel conditions" which shall include, but not be limited to, the following.

- 1. leaving an Animal unattended in a stationary or parked car shall be prima facie evidence of keeping an Animal in a location that causes an unreasonable risk of injury or death. The above stated officials may use reasonable force to remove the Animal from the vehicle, including, but not limited to, breaking the windows of the vehicle.
- 2. filthy and dirty confinement conditions including, but not limited to, exposure to excessive animal waste, garbage, dirty water, noxious odors, dangerous objects that could injure or kill an Animal upon contact or other circumstances that could cause harm to a Animal's physical or emotional health;
- 3. extreme weather, including but not limited to times when a heat or cold advisory is in effect and times when an extreme weather advisory has been issued for the area; and
- 4. taunting, prodding, hitting, harassing, threatening or otherwise harming a tethered or confined dog.

E. No person shall beat, cruelly treat, torment, overload, overwork, or otherwise abuse an Animal, or cause, instigate or permit any dog fight, cock fight, or bullfight, or any other combat between Animals or between Animals and humans.

F. If an Animal is found to be in a location that causes an unreasonable risk to the animal, an Animal Control Officer or a Police Officer may use reasonable force to remove the animal from the dangerous situation and impound said animal as necessary.

- G. A person who violates this section shall, for a first offense, be issued a written warning or punished by a fine of not more than \$50, for a second offense, be punished by a fine of not more than \$100 and for a third or subsequent offense, be punished by a fine of not more than \$300, and be subject to impoundment of the dog in a local shelter at the Owner's expense pending compliance with this section, or loss of ownership of the dog.

§ 110-9. Chief Animal Control Officer; Animal Control Officers; Advisory and Hearing Committee.

- A. The City, through the Mayor or designee, shall appoint a Chief Animal Control Officer, whose primary responsibilities shall include the enforcement and implementation of this Ordinance or any rules and regulations promulgated thereunder. The Chief Animal Control Officer shall be responsible for coordinating and administering the City's animal control activities in accordance with any goals, policies, and procedures established by the Springfield City Council or Department of Health and Human Services, and shall be under the direction and supervision of the Mayor.
- B. No person shall interfere with, molest, hinder or abuse an Animal Control Officer in the exercise of official duties. A person who violates this section shall be fined not less than \$100.00.
- C. Advisory and Hearing Committee. The Advisory and Hearing Committee shall have the power to:
1. meet monthly or at such times as the Chairperson or a majority of the Committee deems necessary;
 2. study, review and issue written reports on issues dealing with dogs or other Animals in the City;
 3. make recommendations to the Mayor and the City Council for the improvement of Ordinances of the City as they relate to dogs and other Animals in the City;
 4. impose fines for violations of this Ordinance and set the amount of fines where not specifically provided by this Ordinance, provided however, that no fine imposed under this Ordinance shall exceed \$300 per violation;
 5. hold hearings to determine whether a dog is a Dangerous Dog or a Nuisance Dog, and to review orders to destroy; and
 6. make rules and regulations, not inconsistent with this Ordinance and state and federal law, for the efficient and orderly conduct of their business and the control and care of Animals in the City.

§ 110-10. Dangerous Dogs and Nuisance Dogs

- A. Any person may file a complaint in writing to the Advisory and Hearing Committee within 30 days of incident occurrence that a dog owned or kept in the City is a Nuisance Dog or a Dangerous Dog. To consider declaring a dog a Nuisance Dog or a Dangerous Dog, an Animal Control Officer of the City may initiate a special hearing before the Advisory and Hearing Committee to consider any evidence collected and take charge of and impound the Animal. The Animal Control Center shall notify the Owner of the dog by certified letter, or Sheriff's Department hand delivery of such special hearing, and the Owner may attend and have an opportunity to be heard. Special hearings

under this Section shall be public meetings under the laws of the Commonwealth of Massachusetts. At this special hearing, the Advisory and Hearing Committee will determine whether to declare such dog a Nuisance Dog or a Dangerous Dog, based on the facts presented and the definition of the terms "Dangerous Dog" and "Nuisance Dog" in Section 110-1. If the dog is declared a Nuisance Dog or Dangerous Dog, the City Clerk shall notify the abutter(s) next door and across the street by regular mail and in the classified section of the local newspaper (i.e., Animals: dogs and cats section) of such finding at the Owner's sole expense. No dog shall be declared a Dangerous Dog:

1. Solely based upon growling or barking;
2. based upon the breed of the dog; or
3. if the dog was reacting to another Animal or to a person and the dog's reaction was not grossly disproportionate to any of the following circumstances:
 - a. the dog was protecting or defending itself, its offspring, another Animal or a person from assault or attack;
 - b. the person who was attacked or threatened by the dog was committing a crime upon the person or property of the Owner of the dog;
 - c. the person who was attacked or threatened by the dog was engaged in teasing, tormenting, battering, assaulting, injuring or otherwise provoking the dog; or
 - d. at the time of the attack or threat, the person or Animal that was attacked or threatened by the dog had breached an enclosure or structure in which the dog was kept apart from the public and such person or Animal was not authorized by the Owner of the premises to be within such enclosure including but not limited to a gated, fenced-in area if the gate was closed, whether locked or unlocked; provided however that if a person is under the age of seven, it shall be a rebuttable presumption that such person was not committing a crime, provoking the dog or trespassing.

B. Dogs declared to be Nuisance Dogs or Dangerous Dogs.

1. If the Advisory and Hearing Committee deems a dog to be a Nuisance Dog or a Dangerous Dog, the Committee may order one or more of the following:
 - a. that the dog be humanely restrained;
 - b. that the dog be confined to the premises of the Owner of the dog; provided, however, that "confined" shall mean securely confined indoors or confined outdoors in a securely enclosed and locked pen or dog run area upon the premises of the Owner; provided however, that such confinement shall comply with Section 110-8 of this Ordinance;
 - c. that whenever the dog is removed from the premises of the Owner, the dog shall be securely and humanely muzzled and restrained with a leash having a minimum tensile strength of three hundred pounds and not exceeding three feet in length;
 - d. that the animal shall be surgically sterilized and microchipped with the microchip registered to the City, with all costs associated with these services to be borne by the Owner;

- e. that the Owner construct, within two weeks from the date of decision, a Secure Enclosure to house the dog when it is in the Owner's yard. The Advisory and Hearing Committee may order that, during the construction period, the dog be publicly impounded at an animal shelter or a private veterinary hospital until the Secure Enclosure is constructed. The effectiveness of the Secure Enclosure shall be subject to approval and periodic inspections by an Animal Control Officer, as deemed necessary. The fee for said inspection shall be \$75. If the Owner is found violating the Secure Enclosure requirements, immediate public impoundment of the dog shall be done by the Animal Control Center during the time the violation continues to exist, and the Owner shall bear all cost(s) for such public impoundment. The fine for such violation shall be \$200 per day;
 - f. that ownership of the dog may not be transferred unless the transfer of ownership is to an adult residing within the same residence and said dog shall remain housed solely at that residence;
 - g. that, if the Owner of the dog fails to appear at a hearing in front of the Advisory and Hearing Committee and the dog is declared a Dangerous Dog, the dog shall be impounded and/or euthanized; and/or
 - h. that the dog be humanely euthanized, immediately, or summarily upon the Owner's failure to comply with conditions imposed by the Advisory and Hearing Committee.
 - i. Any other order that the Hearing Committee deems appropriate or necessary to protect the public the public from the dangerous or nuisance dog.
- C. If a dog which has been found to be a nuisance dog or dangerous dog has no additional incidences of nuisance or dangerous behavior within a thirty-six (36) month period from the date of decision, the dog shall be removed from the list of nuisance and dangerous dogs. An owner of a nuisance or dangerous dog can request in writing to the Hearing Committee that the dog be removed from the list of nuisance or dangerous dogs prior to the expiration of the thirty-six (36) month period. The Hearing Committee may, but is not required to, remove a designation of nuisance or dangerousness if they are satisfied that there has been a change of circumstances or measures taken by the owner, such as training, that have mitigated the risk to public safety.
- D. Any and all costs for the impounding of a Dangerous Dog will be borne by the Owner unless determined otherwise by the Advisory and Hearing Committee or court of final appeal. An Owner reclaiming a Dangerous Dog shall pay an administrative fee of \$40, plus the following costs, where applicable:
- 1. a boarding fee of \$22 per dog, per day;
 - 2. all outstanding fines, except for any fine for which a timely appeal is pending;
 - 3. all veterinary charges, drug and other medical expenses;
 - 4. the cost of sterilization;
 - 5. the cost of rabies vaccinations;
 - 6. the cost of license and registration; and

7. the cost of microchip implantation and registration; and
8. the cost of euthanasia and disposal.

§ 110-11. Animal waste.

- A. The Owner or person in possession of any Animal shall be responsible for the removal of any fecal matter deposited by such Animal(s) on public walks, recreation areas or private property.
- B. The Owner or person in possession of any Animal on any public walk, street, recreation area or private property, shall possess the means of removal of any fecal matter left by such Animal.
- C. For the purpose of this section, the means of removal shall include any tool, implement or other device carried for the purpose of picking up or containing such fecal matter.
- D. Any Owner or person in possession of an Animal who fails to comply with the provisions of this section shall be subject to a fine in the amount of \$50 for the first offense, \$100 for the second offense, and \$300 for the third and subsequent offenses.

§ 110-12. Wild Animals; Livestock Animals.

- A. No person shall keep or permit to be kept on his premises any wild, wild-domestic hybrid, or vicious animal as a pet, for display, or for exhibition purposes. This section shall not be construed to apply to zoological parks, animal exhibitions, circuses, or approved Trap-Neuter-Return programs, as defined in this Chapter.
- B. No person shall provide food or sustenance to wild animals, including unsterilized feral, stray, or community cats, in such a manner that would cause a public health or safety risk, or cause a nuisance as defined in this Chapter.
- C. An Animal Control Officer may remove any animals kept in violation of this section and either release such animal into its natural habitat or place it in a suitable facility.
- D. No person shall keep any livestock animals on their property except as otherwise allowed by Springfield Zoning Ordinance or state law. An Animal Control Officer may seize and impound any animals kept in violation of this Section or Springfield Zoning Ordinance, as defined by this Chapter and place it in a suitable facility.
- E. Violations.
 1. Any person who keeps, feeds, or shelters an animal in violation of this section shall be subject to a fine of not more than:
 - a. \$50.00 for the first violation;
 - b. \$100.00 for the second violation; and
 - c. \$300.00 for the third or subsequent violations.

§ 110-13. Warnings; Notices of Violation; Issuance of Citations; Appeals.

- A. Animal Control Officers shall be authorized to issue warnings, notices of violations, orders, citations, fines, and penalties for violations of this Chapter.
- B. A warning or notice of violations shall be construed to be an order of the City of Springfield to comply with this Chapter or the laws and regulations of the state of Massachusetts. Repeated failure to comply with such orders is grounds for revocation of any licenses or permits granted under this Chapter and or impoundment of any animals owned or kept.
- C. The Animal Control Officer may seek enforcement of orders, citations, fines and penalties for violations of this Chapter either through application for a criminal complaint or by seeking a non-criminal disposition in the Springfield District Court.
- D. Fines, Fees, Charges.
 - 1. A citation, fine or penalty may be issued by the Animal Control Officer for violations of this Chapter with or without a written warning or notice of violation, including for a first offense.
 - 2. All fines, fees, and charges under this Chapter shall be due and payable twenty-one (21) calendar days from the date printed on the citation, notice or bill. In the absence of a citation, notice or bill, fines, fees and charges issued under this Chapter shall be due and payable within twenty-one (21) calendar days of the date of service or violation.
 - 3. Failure to pay any fine, fee or charge within twenty-one (21) calendar days shall result in an additional late fee of \$25.00 for each individual fine, fee or charge.
 - 4. Persons who are assessed fines, fees or charges shall make payment to the Licensing Authority.
 - 5. Outstanding fines, fees or charges and associated late fees shall become a municipal lien against the property of the person issued the fine, fee or charge, in accordance with the provisions of Massachusetts General Laws, Chapter 40, Section 58. Further, no license under this Chapter shall be issued unless all outstanding fines, fees or charges and associated late fees have been paid in full.
- E. Appeals.
 - 1. A person aggrieved by an action or decision of the Animal Control Officer or the Hearing Committee may appeal to the Springfield District Court by making application within twenty-one (21) days of the decision, ticket, or notice of violation.



City Council
36 Court Street
Springfield, MA 01103

SCHEDULED

ORDINANCE (ID # 3567)

Meeting: 07/18/16 07:00 PM
Department: Law
Category: General
Prepared By: Kathy Breck
Initiator: Kathy Breck
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3567

An Order Amending Chapter 338 of the City of Springfield Code, Article III-Use Regulations, to Add a New Section 338-35 (J), Establishing a Moratorium on Non-Emergency Utility-Related Street Excavation

Chapter 338, Article III, Use Regulations, Section 338-35, Digging up streets and sidewalks, is hereby amended by adding a new subsection (J), as follows:

J. Street Excavation Moratorium

1. Following paving of any City-owned and controlled streets, private ways, and rights of way pursuant to the City's annual paving program, such streets, private ways, and rights of way shall be subject to a 3-year moratorium on further utility-related elective street excavation.
2. Following paving of any City-owned and controlled streets, private ways, and rights of way as part of a City, State and/or Federally funded roadway reconstruction project, such streets, private ways, and rights of way shall be subject to a 5-year moratorium on further utility-related elective street excavation.
3. The moratorium period described herein shall be measured by the completion of the paving or reconstruction project on the particular street, private way, or right of way. If an exact date is not available, the City will use the date of September 1st as the paving date in a given calendar year, or as otherwise set forth in the "Manual For Occupancy of Public and Private Ways within the City of Springfield", issued by the Department of Public Works.
4. The designation of which moratorium period applies to a particular street or right of way shall be at the sole discretion of the Director of the Department of Public Works.
5. For purposes of this Section, "utility-related street excavation" shall include excavations for poles, conduits, and other excavations related to telephone, natural gas, electrical, cable television, IT and data, security, and alarm systems.
6. The moratorium periods described herein shall not apply to emergency excavations. A permit is required for emergency excavations and must be obtained from the Department of Public Works upon the first reasonable opportunity (e.g. during DPW business hours).

HISTORY:

06/20/16 City Council

FIRST STEP



City Council
36 Court Street
Springfield, MA 01103

Meeting: 07/18/16 07:00 PM
Department: Law
Category: Local Law
Prepared By: Thomas Moore
Initiator: Thomas Moore
Sponsors: At-Large Councilor Timothy J. Rooke
DOC ID: 3456

TABLED

ORDINANCE (ID # 3456)

Amending City Ordinance Chapter 390

Please see attached materials

Please see attached materials

HISTORY:

04/04/16	City Council	REFERRED TO COMMITTEE
Next: 05/02/16		
05/05/16	General Government	
05/16/16	City Council	REFERRED TO COMMITTEE
Next: 06/06/16		
06/06/16	City Council	REFERRED TO COMMITTEE
Next: 06/20/16		
06/20/16	City Council	REFERRED TO COMMITTEE
Next: 07/18/16		

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

ORD. NO: _____

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

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

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

“LIVERY VEHICLE

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

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

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

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

“TRANSPORTATION NETWORK COMPANY:

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

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

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

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

Approved as to Form:

Associate City Solicitor

Springfield Taxi and Livery

Meeting minutes

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

Date: August 11, 2015

Time: 4:15 p.m.

Attendees: Mr. Gil Perron

Officer Stephen Tyburski

Officer Rafael Vega

Atty. Maria Puppolo

Atty. Alesia Days

Marie Rivera

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

APPROVAL OF MINUTES:

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

NEW BUSINESS:

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

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

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

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

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

3. Review of New Applications:

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

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

OLD BUSINESS:

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

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

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

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

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

ADMINISTRATIVE ISSUES:

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

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

MEETING ADJOURNED at 5:27 p.m.

Respectfully Submitted,

Attorney Maria Puppolo

Maria T. Puppolo
Assistant City Solicitor

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



THE CITY OF SPRINGFIELD, MASSACHUSETTS

December 29, 2014

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

Overview and Introduction:

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

¹ <http://www.bostonglobe.com/metro/2014/12/17/uber-driver-accused-rape-kidnapping-customer/KYnOQczKFgggfbnri2FpGL/story.htm>

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

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

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

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

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

⁶ Id.

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

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

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

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

Legal Analysis:

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

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

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

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

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

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

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

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

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

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

¹⁴ Id.

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

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

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

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

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

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

¹⁹ Id.

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

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

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

²⁰ Id.

²¹ MGL Chapter 175, section 1 et al

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

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

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

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

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

²⁵ 540 CMR 2.00

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

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

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

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

²⁶ Id.

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

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

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

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

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

²⁸ Id.

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

³⁰ Id.

³¹ Email discussion on January 2, 2015.

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

The City of Springfield defines a livery as:

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

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

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

³³ <http://ecode360.com/14667508>

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

Recommendations:

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

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

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

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

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

Maria T. Puppolo
Assistant City Solicitor

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THE CITY OF SPRINGFIELD, MASSACHUSETTS

August 12, 2015

Memo: Update on State Regulations of Transportation Network Companies

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Amendment

AMENDMENT TO PROPOSED AMENDMENT AMENDING ARTICLE II CHAPTER 390 OF THE REVISED ORDINANCES OF THE CITY OF SPRINGFIELD, 1986 AS AMENDED, ENTITLED TAXICAB AND LIVERY VEHICLES, BY CHANGING THE DEFINITION OF TRANSPORTATION NETWORK COMPANY AS SET FORTH BELOW

ORD. NO: _____

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

Section 4, paragraphs 2 and 3 be amended where it states "owners and operators" to state "owners, operators and drivers."

Approved as to Form:

Associate City Solicitor

Attachment: Amendment (3456 : Amending City Ordinance Chapter 390)



City Council
36 Court Street
Springfield, MA 01103

Meeting: 07/18/16 07:00 PM

Department: City Council

Category: General

Prepared By: Susan Kacoyannakis

Initiator: Adam Gomez

Sponsors: Ward 1 Councilor Adam Gomez

DOC ID: 3606

SCHEDULED

RESOLUTION (ID # 3606)

Gerena School Improvements

In the City Council July 18, 2016

- WHEREAS, all children, particularly those living in socioeconomically disadvantaged communities should have a safe and welcoming environment where they can participate in sports, arts, and learning, and
- WHEREAS, the Gerena School serves as the North End's largest elementary school and as a tunnel that allows residents access to Main St. and Plainfield St, and
- WHEREAS, a recent report from the Environmental Protection Agency concluded that years of flooding, fire, and natural ageing have caused damage to the school and adjoining tunnel, and
- WHEREAS, the same report found that mold contamination is high throughout the school, and that respiratory health is a particular concern since over one-fifth of the student body suffer from asthma, and
- WHEREAS, state bonds that could be used to pay for repairs in the School have been pending for four years, and
- NOW, THEREFORE, BE IT RESOLVED, that the Springfield City Council formally requests that Governor Baker authorize the release of \$3 million in funds to remove mold and repair the HVAC system in the Gerena School, and repair the tunnel between Main St. and Plainfield St.



City Council

SCHEDULED

Meeting: 07/18/16 07:00 PM
Initiator: Anthony I. Wilson
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3607

28

Confirmation of the Appointment of Angela Robles to the Springfield Housing Authority (Mayor Sarno)

WHEREAS, Mayor Domenic J. Sarno has nominated to Ms. Angela Robles to the Board of the Springfield Housing Authority for the term ending on March 25th, 2020, and

WHEREAS, the Mayor's nomination was forwarded to the State and Federal Relations sub-committee of the City Council for study and Review on June 16, 2016;

WHEREAS, State and Federal Relations sub-committee of the City Council has determined that Ms Robles is a person qualified to hold this position based on her commitment to the city and her professional experience.

NOW, THEREFORE, BE IT ORDERED, that the City confirms the Appointment of Angela Robles to the board of the Springfield Housing Authority.



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CITY CLERK'S OFFICE
SPRINGFIELD, MA

THE CITY OF SPRINGFIELD, MASSACHUSETTS

MAYOR DOMENIC J. SARNO

HOME OF THE BASKETBALL HALL OF FAME

June 15, 2016

Anthony Wilson, City Clerk
City of Springfield
36 Court Street
Springfield, MA 01103

I re-appoint Ms. Angela Robles of 46 Talcott Avenue, Springfield, Massachusetts as a member of the Springfield Housing Authority, for an unexpired term until March 25th, 2020 and certify that, in my opinion, Ms. Robles is a person qualified to hold this position based on her commitment to the city and experience to perform the duties of said office, and I make the appointment solely in the interest of the City.

Respectfully,


Domenic J. Sarno
Mayor