



City Council

Regular Meeting

~ Final ~

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

Anthony I. Wilson
413-787-6096

Monday, November 14, 2016

7:00 PM

Springfield City Hall -- Council Chambers

Possible Public Speak-Out Time 6:30 PM

Call to Order

7:00 PM Meeting called to order on November 14, 2016 at Springfield City Hall -- Council Chambers, 36 Court Street, Springfield, MA.

Attendee Name	Title	Status	Arrived
Justin Hurst	At Large Councilor	Late	7:01 PM
Kenneth E. Shea	Ward 6 Councilor	Absent	
E. Henry Twiggs	Ward 4 Councilor	Present	
Timothy C. Allen	Ward 7 Councilor	Present	
Timothy J. Rooke	At-Large Councilor	Late	7:06 PM
Bud L. Williams	At-Large Councilor	Present	
Orlando Ramos	Vice President- Ward 8 Councilor	Present	
Marcus J Williams	Ward 5 Councilor	Present	
Adam Gomez	Ward 1 Councilor	Present	
Thomas M. Ashe	At-Large Councilor	Present	
Melvin A. Edwards	Ward 3 Councilor	Present	
Kateri B. Walsh	At-Large Councilor	Present	
Michael A. Fenton	President	Present	

Moment of Silence - Pledge of Allegiance

Reports of Committee

Councilor Walsh reported on the Maintenance and Development Committee. The met on mobility's utility petitions. She stated that the committee was waiting for a legal opinion.

Councilor Edwards reported that the REO committee met on the amendments to Chapter 82 which is item 51 on the city council agenda. Councilor Edwards stated that the committee recommends passage of the ordinance.

Councilor Allen gave a report of the Finance Committee.

Councilor Marcus Williams gave report of the Young Professionals Committee, which met on a potential mobile food truck ordinance.

1. Order (ID # 3722)

October Revenue Vs. Expenditure Report

COMMENTS - Current Meeting:

Patrick Sullivan, the City Comptroller, gave the Revenue vs. Expenditure report.

ATTACHMENTS:

- October Revenue Vs. Expenditure Report-1 (PDF)

RESULT:	RECEIVE REPORT
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Petitions

Representatives from Light Towers appeared and spoke in favor of their petitions.

Representatives from Eversource and WMECO appeared and spoke in favor of their petitions.

Representatives from Verizon, Comcast and Columbia Gas appeared and spoke in favor of their petitions.

2. Petition (ID # 3628)

Mobilitie Utility Petition

HISTORY:

09/12/16 Next: 10/03/16	City Council	CONTINUE
10/03/16 Next: 10/17/16	City Council	REFER TO COMMITTEE
10/17/16 Next: 11/14/16	City Council	REFER TO COMMITTEE

ATTACHMENTS:

- 8-15-2016 notice MOBILITIE (PDF)
- Mobilitie plan & letter (PDF)

RESULT:	REFER TO COMMITTEE	Next: 12/5/2016 7:00 PM
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3. Petition (ID # 3670)

Main Street (Mobilitie)

HISTORY:

10/03/16 Next: 10/17/16	City Council	REFER TO COMMITTEE
10/17/16 Next: 11/14/16	City Council	REFER TO COMMITTEE

ATTACHMENTS:

- 9-26-2016 notice MOBILITIE (PDF)
- BS90XSI50B_CONSTDWGS90_20160614_A1P (PDF)

RESULT: REFER TO COMMITTEE**Next: 12/5/2016 7:00 PM****4. Petition (ID # 3671)**

Taylor Street (Mobilitie)

HISTORY:

10/03/16 City Council REFER TO COMMITTEE
Next: 10/17/16

10/17/16 City Council REFER TO COMMITTEE
Next: 11/14/16

ATTACHMENTS:

- BS90XSI52A_LUPDWG_20160823_A (PDF)
- BS90XSI52A_LUPCOVLET_20160823_A (PDF)
- 9-26-2016 notice MOBILITIE (PDF)

RESULT: REFER TO COMMITTEE**Next: 12/5/2016 7:00 PM****5. Petition (ID # 3672)**

Dwight Street (Mobilitie)

HISTORY:

10/03/16 City Council REFER TO COMMITTEE
Next: 10/17/16

10/17/16 City Council REFER TO COMMITTEE
Next: 11/14/16

ATTACHMENTS:

- 9-26-2016 notice MOBILITIE (PDF)
- BS90XSI51B_CONSTDWGS90_20160614_A1P (PDF)

RESULT: REFER TO COMMITTEE**Next: 12/5/2016 7:00 PM****6. Petition (ID # 3729)**

1015 Wilbraham (Pole 41)

ATTACHMENTS:

- Petition Letter (Wilbraham Rd Pole 41 to BLDG) (PDF)
- Springfield MA_1015 Wilbraham Rd_(P.41 to Bldg)_Civil_Prop_9-7-16 (PDF)

RESULT: RECEIVED PASSED**7. Petition (ID # 3731)**

1015 Wilbraham(Pole 96S)

ATTACHMENTS:

- Petition Letter - Wilbraham Rd (Pole 69S to BLDG), Springfield MA (PDF)

- Springfield, MA_1015 Wilbraham Rd (P.69S to Bldg)_Prop_9-28-16 (PDF)

RESULT: RECEIVED PASSED

8. Petition (ID # 3733)

Alden Street (Schuyler Street)

ATTACHMENTS:

- Petition Letter (Alden St)(PDF)
- Springfield, MA_1015 Wilbraham Rd _Civil_Prop(Alden)_9-1-16 (PDF)

RESULT: RECEIVED PASSED

9. Petition (ID # 3735)

233 Allen Street

ATTACHMENTS:

- Petition for New Conduit (Allen St, Springfield MA) (PDF)
- Springfield, MA_233 Allen St_Civil_Prop_9-28-16 (PDF)

RESULT: RECEIVED PASSED

10. Petition (ID # 3736)

Bradley (90 Cherokee)

ATTACHMENTS:

- Petition Letter - Wilbraham Rd and bradley Rd (90 Cherokee), Springfield MA (PDF)
- Springfield, MA_90 Cherokee Dr_CIVIL_PROP (Wilbraham Rd)_9-1-16 (PDF)

RESULT: RECEIVED PASSED

11. Petition (ID # 3737)

300 White St (Burton St and Kimberly Ave)

ATTACHMENTS:

- Petition Letter - Burton St and Kimberly Ave (300 White St) (PDF)
- Springfield, MA_300 White St_CIVIL_PROP (Burton St at Kimberly Ave) (PDF)

RESULT: RECEIVED PASSED

12. Petition (ID # 3738)

426 Armory (Grover St)

ATTACHMENTS:

- Petition Letter - 426 Armory (Grover St) (PDF)
- Springfield, MA_426 Armory St (Grover St)_Civil_Prop_10-11-16 (PDF)

RESULT: RECEIVED PASSED**13. Petition (ID # 3739)**

190 Surrey Rd.

ATTACHMENTS:

- Petition Letter - 190 Surrey Rd, Springfield MA (1) (PDF)
- Springfield, MA_190 Surrey Rd_Civil_Prop_9-1-16 (PDF)

RESULT: RECEIVED PASSED**14. Petition (ID # 3740)**

1015 Wilbraham (Pole 41)

ATTACHMENTS:

- Petition Letter (Wilbraham Rd Pole 41 to BLDG) (PDF)
- Springfield MA_1015 Wilbraham Rd_(P.41 to Bldg)_Civil_Prop_9-7-16 (PDF)

RESULT: RECEIVED PASSED**15. Petition (ID # 3741)**

50 Emperess (Wilbraham Rd)

ATTACHMENTS:

- Petition Letter - 50 Emperess (Wilbraham Rd) (PDF)
- Springfield, MA_50 Emperess Ct (Wilbraham Rd)_Civil_Prop_10-10-16(PDF)

RESULT: RECEIVED PASSED**16. Petition (ID # 3742)**

426 Armory (Kendall St.)

ATTACHMENTS:

- Petition Letter - 426 Armory (Kendall St) (PDF)
- Springfield, MA_426 Armory St (Kendall St)_Civil_Prop_10-10-16 (PDF)

RESULT: RECEIVED PASSED**17. Petition (ID # 3743)**

120 Ashland Ave (Wilbraham Rd.)

ATTACHMENTS:

- Petition Letter - 120 Ashland Ave Springfield MA (PDF)
- Springfield, MA_120 Ashland Ave_Civil_Prop_9-2-16 (PDF)

RESULT: RECEIVED PASSED**18. Petition (ID # 3744)**

1385 Berkshire Ave

ATTACHMENTS:

- Petition Letter - 1385 Berkshire Ave (PDF)
- Springfield, MA_1385 Berkshire Ave_Civil_Prop_10-7-16 (PDF)

RESULT: RECEIVED PASSED**19. Petition (ID # 3745)**

1170 Carew Street

ATTACHMENTS:

- Petition Letter - 1170 Carew St (PDF)
- Springfield, MA_1170 Carew St_Civil_Prop_10-10-16 (PDF)

RESULT: RECEIVED PASSED**20. Petition (ID # 3746)**

34 Kopernick St (Parker St)

ATTACHMENTS:

- Petition Letter - 34 Kopernick (Parker St) (PDF)
- Springfield, MA_34 Kopernick St (Parker St)_Civil_Prop_10-10-16 (PDF)

RESULT: RECEIVED PASSED**21. Petition (ID # 3747)**

95 Milton Street

ATTACHMENTS:

- Petition Letter - 95 Milton St (PDF)
- Springfield, MA_95 Milton St_Civil_Prop_10-10-16 (PDF)

RESULT: RECEIVED PASSED**22. Petition (ID # 3748)**

1515 State Street

ATTACHMENTS:

- 20161109123024462_0001 (PDF)
- 20161109123024462_0002 (PDF)

RESULT: RECEIVED PASSED**23. Petition (ID # 3749)**

Berlin Street #6248

ATTACHMENTS:

- 20161109124000139_0001 (PDF)
- 20161109124000139_0002 (PDF)

RESULT: RECEIVED PASSED**24. Petition (ID # 3750)**

Howard Street (CMA)

ATTACHMENTS:

- 20161109124708590_0001 (PDF)
- 20161109124702292_0001 (PDF)

RESULT: RECEIVED PASSED**25. Petition (ID # 3751)**

Burnn Street

ATTACHMENTS:

- 20161109125818591_0001 (PDF)
- 20161109125818591_0002 (PDF)

RESULT: RECEIVED PASSED**26. Petition (ID # 3752)**

Chestnut Street (COMCAST)

ATTACHMENTS:

- Chestnut 37 (PDF)
- 20161109130447573_0001 (PDF)

RESULT: RECEIVED PASSED**27. Petition (ID # 3753)**

Dearborn Street #6244

ATTACHMENTS:

- 20161109130934336_0001 (PDF)
- 20161109130934336_0002 (PDF)

RESULT: RECEIVED PASSED**28. Petition (ID # 3754)**

Dresden Street (#6243)

ATTACHMENTS:

- 20161109131504619_0001 (PDF)
- 20161109131504619_0002 (PDF)

RESULT: RECEIVED PASSED**29. Petition (ID # 3755)**

Garden Street (#6247)

ATTACHMENTS:

- 20161109132014822_0001 (PDF)
- 20161109132014822_0002 (PDF)

RESULT: RECEIVED PASSED**30. Petition (ID # 3756)**

Shattuck Street (#6245)

ATTACHMENTS:

- 20161109132047353_0001 (PDF)
- 20161109132047353_0002 (PDF)

RESULT: RECEIVED PASSED**31. Petition (ID # 3757)**

Willard Ave. (#6246)

ATTACHMENTS:

- 20161109132906968_0002 (PDF)
- 20161109132906968_0001 (PDF)

RESULT: RECEIVED PASSED**32. Petition (ID # 3758)**

Union Street (VERIZON)

ATTACHMENTS:

- 20161109134902094 (PDF)
- 20161109134943190 (PDF)
- 20161109141807819_0001 (PDF)

RESULT: RECEIVED PASSED

Grants

33. Order (ID # 3713)

Jaime Ulloa Park - Land & Water Conservation Fund Grant Acceptance - \$500,000 - Match Needed

COMMENTS - Current Meeting:

Patrick Sullivan, Director of Parks and Buildings, spoke in favor of the grant.

ATTACHMENTS:

- Jaime Ulloa Grant Application Form (PDF)
- Jaime Ulloa Grant Set Up Form (PDF)
- CAFO Certification- Jaime Ulloa Park (PDF)

RESULT: PASSED BY VOICE VOTE

34. Order (ID # 3719)

Crisis Intervention Grant - No Match - \$400,000

COMMENTS - Current Meeting:

Gerry McCafferty, Director of Housing, spoke in favor of the grant.

ATTACHMENTS:

- Crisis Intervention Grant Increase (PDF)

RESULT: PASSED BY VOICE VOTE

35. Order (ID # 3714)

FY17 ORI TAG Grant Acceptance - No Match Required (\$60,000.00)

COMMENTS - Current Meeting:

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

ATTACHMENTS:

- ORITAG (PDF)

RESULT: PASSED BY VOICE VOTE

36. Order (ID # 3716)

Health Services for the Homeless Grant Increase - No Match Required \$58,171.00

COMMENTS - Current Meeting:

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

ATTACHMENTS:

- HHS Grant Increase 1 (PDF)
- HHS Grant Increase 2 (PDF)

RESULT: PASSED BY VOICE VOTE**37. Order (ID # 3700)**

FY17 VAWA Grant - \$57,860.57 - No Match Required

COMMENTS - Current Meeting:

TJ Plante, CAFO, spoke in favor of the grant.

ATTACHMENTS:

- FY17 VAWA Grant Set-Up Form (PDF)
- FY17 VAWA Award Letter (PDF)

RESULT: PASSED BY VOICE VOTE**38. Order (ID # 3717)**

Health New England Open Gyms Program Grant - No Match Required \$51,300

COMMENTS - Current Meeting:

Patrick Sullivan, Director of Parks and Buildings, spoke in favor of the grant.

ATTACHMENTS:

- Health New England Grant_Open Gyms Program (PDF)

RESULT: PASSED BY VOICE VOTE**39. Order (ID # 3711)**

Police Department Donations - \$12,593.70

ATTACHMENTS:

- Police Donations (PDF)

RESULT: PASSED BY VOICE VOTE**40. Order (ID # 3726)**

Donation of Goods - Laptop Computer Carts

ATTACHMENTS:

- PD Computer Cart Value (PDF)
- PD Donations - Computer Carts (PDF)

RESULT: PASSED BY VOICE VOTE**41. Order (ID # 3712)**

FM Global Fire Prevention Grant - \$4,000 - No Match

ATTACHMENTS:

- Fire Prevention Grant Set-Up Form (PDF)
- Fire Prevention Grant Award Letter - 16-178 (PDF)

RESULT: PASSED BY VOICE VOTE
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42. Order (ID # 3718)

Springfield City Library Donations - \$530.00

ATTACHMENTS:

- Library Donations (PDF)

RESULT: PASSED BY VOICE VOTE
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Orders**43. Order (ID # 3723)**

Ridgewood Demolition Grant - No Match - \$50,000

COMMENTS - Current Meeting:

Tina Quagliato, Demolition Specialist, spoke in favor of receiving the vote.

ATTACHMENTS:

- Ridgewood Demolition Grant (PDF)
- Ridgewood Demolition Grant Award (PDF)

RESULT:	ADOPTED [12 TO 0]
AYES:	Hurst, Twiggs, Allen, Rooke, Williams, Ramos, Williams, Gomez, Ashe, Edwards, Walsh, Fenton
ABSENT:	Kenneth E. Shea

44. Order (ID # 3727)

Section 108 Loan - No Match - \$1,500,000

COMMENTS - Current Meeting:

Thomas Matthews, from Planning and Economic Development, spoke in favor of the order.

ATTACHMENTS:

- Section 108 Loan (PDF)

RESULT:	ADOPTED [12 TO 0]
AYES:	Hurst, Twiggs, Allen, Rooke, Williams, Ramos, Williams, Gomez, Ashe, Edwards, Walsh, Fenton
ABSENT:	Kenneth E. Shea

45. Order (ID # 3715)

Bills of Prior Year - Various Departments

COMMENTS - Current Meeting:

TJ Plante, CAFO, spoke in favor of the order.

ATTACHMENTS:

- Schedule One (XLSX)

- CAFO Cert- 11_14_16 BOPys (DOCX)

RESULT:	ADOPTED [12 TO 0]
AYES:	Hurst, Twiggs, Allen, Rooke, Williams, Ramos, Williams, Gomez, Ashe, Edwards, Walsh, Fenton
ABSENT:	Kenneth E. Shea

46. Order (ID # 3724)

Order of Taking Of NS Central Street (Parcel #02560-0017), and NS Central Street, Formerly Known as 90 Central Street (Parcel #02560-0019), For Marble Street Traffic Project and Economic Development Purposes

FINANCIAL IMPACT:

The City is awarding a total of \$101,700 in damages for the 2 parcels, with Parcel #02560-0017 awarded \$50,400, and Parcel #02560-0019 awarded \$51,300. There is a separate Order of Appropriation on the agenda for this purpose. The funding source is the CDBG- Disaster Recovery Economic Development account.

ATTACHMENTS:

- Plan, Exhibit A to Order of Taking of 2 Parcels on Central Street for Marble Street Traffic Project (PDF)

RESULT:	ADOPTED [12 TO 0]
AYES:	Hurst, Twiggs, Allen, Rooke, Williams, Ramos, Williams, Gomez, Ashe, Edwards, Walsh, Fenton
ABSENT:	Kenneth E. Shea

47. Order (ID # 3725)

Order of Appropriation for Eminent Domain Taking of 2 Parcels on Central Street, for \$101,700

FINANCIAL IMPACT:

The appropriation for the eminent domain taking of 2 parcels is \$101,700. The proposed award for NS Central Street (Parcel #02560-0017) is \$50,400, and the proposed award for NS Central Street, formerly 90 Central Street (Parcel #02560-0019) is \$51,300.

COMMENTS - Current Meeting:

Christopher Cignoli, Director of DPW, spoke in favor of the order.

RESULT:	ADOPTED [12 TO 0]
AYES:	Hurst, Twiggs, Allen, Rooke, Williams, Ramos, Williams, Gomez, Ashe, Edwards, Walsh, Fenton
ABSENT:	Kenneth E. Shea

48. Order (ID # 3709)

Order Approving Contract Over 3 Years for Lease/Purchase Financing of Fire Apparatus

COMMENTS - Current Meeting:

David Rivera, City Fire Marshall, spoke in favor of the order.

ATTACHMENTS:

- CAFO Cert - Fire Apparatus 6 Year Lease (PDF)

RESULT:	ADOPTED [11 TO 0]
AYES:	Hurst, Twiggs, Allen, Williams, Ramos, Williams, Gomez, Ashe, Edwards, Walsh, Fenton
ABSENT:	Kenneth E. Shea, Timothy J. Rooke

49. Order (ID # 3730)

Order to Approve Revised Host Community Agreement with Hampden Care Facilities, Inc.

COMMENTS - Current Meeting:

Attorney Antonucci, attorney for Hampden Care Facilities, Inc., spoke in favor of the order.

Councilor Ramos stated that he wanted to see a Good Neighbor Agreement where organizations in the ward where the facility will be located will receive funding.

Solicitor Pikula informed the Council that under a ordinance that they adopted, that they do have some power to oversee marijuana dispensaries because such establishments require a special permit.

Councilor Walsh stated that she was against the good neighbor agreement.

Councilor Hurst motion to strike section 3 from the revised Host Community agreement. Seconded by Councilor Walsh. Motion failed. Ayes: Fenton, Hurst, Ramos. Nays: Gomez, Ashe, Edwards, Walsh M. Williams, Twiggs, Allen, Rooke, B. Williams, . Absent: Shea.

RESULT:	ADOPTED [12 TO 0]
AYES:	Hurst, Twiggs, Allen, Rooke, Williams, Ramos, Williams, Gomez, Ashe, Edwards, Walsh, Fenton
ABSENT:	Kenneth E. Shea

50. Order (ID # 3732)

Order Accepting MGC Impact Mitigation Grant and Approving Memo of Understanding Between MGC and SPA

Order Accepting Massachusetts Gaming Commission Impact Mitigation Grant and Approving Memorandum of Understanding Agreements with the Massachusetts Gaming Commission and the Springfield Parking Authority

COMMENTS - Current Meeting:

Attorney Thomas Moore, Attorney for the City and Director of the Parking Authority, spoke in favor of the order.

ATTACHMENTS:

- Draft Agreement - SPA and City - Parking Mitigation - DRAFT_11-01-16 (DOC)
- Springfield Grant and Transmittal letter 20160908 (1) (PDF)

RESULT: PASSED BY VOICE VOTE

Ordinances

(51.) (ID # 3650) Amending Ordinance Chapter 82 by Amending Article V and Repealing Article IV

AMENDING CHAPTER 82, ARTICLE V OF THE REVISED ORDINANCES OF THE CITY OF SPRINGFIELD, AS AMENDED, BY DELETING ARTICLE IV, AND BY DELETING THE PREVIOUS VERSION OF CHAPTER 82, ARTICLE V, AND INSERTING NEW CHAPTER 82, ARTICLE V IN ITS PLACE.

CHAPTER 82, ARTICLE IV of the Revised Ordinances of the City of Springfield, as amended, is hereby deleted in its entirety.

CHAPTER 82, ARTICLE V of the Revised Ordinances of the City of Springfield, as amended, is hereby deleted in its entirety and replaced with a new Chapter 82, Article V hereto as follows:

Chapter 82, Article V: Responsible Employer Ordinance Public
Construction Contracts

§82-44 PURPOSE AND PREAMBLE
§82-45 DEFINITIONS
§82-46 CONTRACTOR RESPONSIBILITY AND COMPLIANCE OF
CONTRACTORS AND SUBCONTRACTORS
§82-47 COMPLIANCE WAIVER
§82-48 MONITORING COMMITTEE RESPONSIBILITY
§82-49 MONITORING COMMITTEE REVIEW
§82-50 PENALTIES AND ENFORCEMENT
§82-51 PRIORITY OF ORDINANCE
§82-52 SEVERABILITY

§82-44 Purpose and Preamble. Due to the City of Springfield's high level of unemployment, diversified workforce demographics, and large minority population, the residents of Springfield, veterans, and a diversity of people qualified by craft, should be part of and benefit from public construction projects in the city of Springfield. Therefore, it is appropriate for the city of Springfield to require that each public construction project, as defined herein, include employment opportunities for Springfield residents, minorities and women through compliance with the ordinance codified in this chapter. Further, the City finds and determines that taxpayer money is most efficiently and productively spent by awarding construction contracts to firms that include and enforce provisions requiring compliance with state laws governing the payment of prevailing wages, the provision of workers compensation coverage, and the proper classification of individuals as employees and not as independent

contractors, as well as provisions concerning state-certified apprenticeship programs. The City Council hereby further finds and determines that it is appropriate for it to exercise entrepreneurial discretion by requiring firms that are awarded such contracts to comply with this ordinance because a failure to comply is injurious to the life, health and happiness of individuals employed by such firms and is deleterious to the quality of life in the City where most of such individuals reside.

WHEREAS, on _____ the City of Springfield passed Ordinance Chapter 82, Article V for the purpose of setting forth certain procurement standards for public works construction contracts; and

WHEREAS, since the enactment of Ordinance No. _____, the City of Springfield has engaged in further review and consideration of the contracting, which has highlighted the need to re-examine and further revise these contracting guidelines to better ensure they serve their intended purpose, comport with applicable federal and state law, and serve the best interests of Springfield ; and

WHEREAS, the City of Springfield, like many state and localities across the U.S., faces critical infrastructure needs that are substantial in scope and that must be addressed, which will require the City of Springfield to plan, manage and oversee major capital investments in both the short and long term; and

WHEREAS, the City of Springfield recognizes that the planning and execution of such public works projects involves the exercise of essential police powers to protect and promote public health, safety and welfare, and constitutes one of the most important obligations Springfield has to its citizens because such projects require substantial taxpayer investments and are necessary to the effective performance of vital government functions; and

WHEREAS, to properly effectuate this use of police powers and protect its financial investments and proprietary interests in these projects, the City of Springfield must utilize effective contracting and procurement procedures, including clearly defined, pre-established evaluation criteria, to ensure the selection of qualified, reputable contractors and properly trained and skilled workers who share the City of Springfield's commitment to safety, quality, time, and budgetary concerns; and

WHEREAS, securing successful delivery of public works projects is extremely difficult due to the unique, complex, unpredictable and inherently dangerous nature of the construction industry, wherein errors in project planning or execution can result in serious health and safety risks to project workers and/or the general public, unnecessary cost overruns, flawed or inferior projects, and disruptions in schedules that delay the use of critical government facilities; and

WHEREAS, due to the importance of public works projects, and the fact that they are financed by taxes paid by local residents, the City of Springfield wishes to ensure that such projects are performed only by "responsible" contractors and subcontractors, which must be reputable business entities that have: (a) a satisfactory record of past performance, including compliance with applicable laws and industry regulations; and (b) adequate present performance capabilities, including expertise, personnel and other resources needed to successfully perform projects in a safe, timely and cost-effective manner; and

WHEREAS, effective contracting procedures, designed to ensure that contractors and subcontractors are qualified, responsible firms, must recognize unique challenges affecting construction project delivery, including the following: (a) the construction industry is a highly mobile, transient industry which requires strict scrutiny of a firm's past performance, as well as its current capabilities; (b) construction is an inherently dangerous industry that requires contractors, subcontractors and their employees to be properly trained in safety techniques and procedures; and (c) construction, which is a highly skilled, labor intensive industry, is facing increasingly difficult challenges in ensuring that there is an adequate pipeline of properly trained, qualified workers available for future projects, and such conditions pose major risks to the planning and execution future capital construction projects; and

WHEREAS, leading organizations in the construction industry, including trade associations representing project owners such as the Construction Users Roundtable, have repeatedly issued strong recommendations to parties purchasing construction services for large capital projects that, due to challenges relating to the supply of skilled craft personnel, contractors and subcontractors should be pre-qualified on the basis of craft labor training to protect the project owner's financial and proprietary interests by ensuring that such firms have an adequate supply of trained, skilled craft personnel to perform their projects; *Confronting the Skilled Workforce Shortage*, Construction Users Roundtable (June 2004); Construction Users

Roundtable, *Skilled Labor Shortage Risk Mitigation*, WP-1101, January 2015; and

WHEREAS, in seeking to ensure the adequate development of trained, skilled personnel for the construction industry, as well as other industries, the United States Congress passed the Fitzgerald Act, Pub. L. No. 75-308, 50 Stat. 664, H.R. REP. No. 75-945, which created a system in which workers could be properly trained in construction skills and safety procedures through organized, formal apprenticeship training programs that meet established quality, safety and performance standards and that such programs are approved and monitored by the U.S. Department of Labor and state labor agencies, including the Massachusetts Division of Apprenticeship Standards; and a recent report issued by the federal government stresses the need to expand industry apprenticeship programs as a means of building the pool of skilled labor, especially in the construction industry, U.S. Dep'ts of Labor, Commerce, Education, and Health and Human Resources, *What Works in Job Training: A Synthesis of the Evidence* 8 (July 22, 2014), and

WHEREAS, the City of Springfield understands that the highest levels of safety and quality of work on public works projects will be maintained by ensuring that all contractors and subcontractors participate in bona fide, industry-recognized apprenticeship training programs with a proven record of success, and that such programs which are registered with and approved by the federal or state labor agencies, including the Massachusetts Division of Apprentice Standards, in accordance with regulations issued pursuant to the Fitzgerald Act, provide the most effective, time-tested means for craft labor personnel needed for a project meet appropriate education, skill and safety standards; and

WHEREAS, the courts have recognized that states and local cities seeking to exercise legitimate police powers and/or acting to protect substantial proprietary interests, have the right to adopt procurement, licensing and economic development legislation and/or to impose contract bid specifications designed to ensure the performance capabilities of prospective contractors and subcontractors and their employees, including apprenticeship training requirements and other craft labor qualifications; see *Bldg. & Const. Trades Council of the Metro. Dist. v. Assoc. Builders & Contractors of Mass./R.I., Inc.*, 507 U.S. 218 (1993); *Associated Builders & Contractors v. Mich. Dep't of Labor & Econ. Growth*, 543 F.3d 275 (6th Cir. 2008); *Hotel Employees & Restaurant Emps. Union, Local 57 v. Sage Hospitality Res., LLC*, 390 F.3d 206 (3rd Cir. 2004); and

WHEREAS, the City of Springfield also recognizes that ensuring adequate workforce development in the local construction

industry is critical not only for its more immediate project needs but for future project planning, and that effective workforce development in the local construction industry requires adequate lead time, planning and resources, and that the City of Springfield can protect its proprietary interests by promoting greater use of craft labor training programs in the local construction industry, including apprenticeship and pre-apprenticeship programs, as such efforts will help produce a more reliable supply of trained craft workers to meet future project needs, while simultaneously reducing local unemployment and associated costs of government subsidy programs required for employed workers and their families; and

WHEREAS, the City of Springfield wishes to revise its procurement standards for public works construction contracts to address these findings and considerations, prevent and limit construction project delivery risks associated with these conditions and better ensure the success of these projects; now, therefore,

§82-45 Definitions. For the purpose of this chapter the words set out in this section shall have the following meanings:

A. "Springfield resident" means any person for whom the principal place of residence is within the City of Springfield during the entirety of time the person works on a public construction project within the City of Springfield. Proof of such residence may include, but is not limited to, the following: a valid Massachusetts driver's license indicating a Springfield residence, utility bills, proof of voter registration within the city of Springfield, a copy of a residential lease for a dwelling in Springfield with the person named as lessee, or such other proof acceptable to the monitoring committee. Any person who provides false information regarding his or her residence shall be subject to a fine of no more than three hundred dollars.

B. "Minority" means:

1. African-American - All persons having origins in any of the Black racial groups of Africa, including, but not limited to, African-Americans, and all persons having origins in any of the original peoples of the Cape Verdean Islands.

2. Hispanic - All persons having their origins in any of the Spanish-speaking peoples of Mexico, Puerto Rico, Cuba, Central or South America, or the Caribbean Islands.

3. Asian American - All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian sub-continent, or the Pacific Islands, including, but not limited to China, Japan, Korea, Samoa, India, and the Philippine Islands;

4. American Indian or Native American - All persons having origins in any of the original peoples of North America and who are recognized as an Indian by a tribe or tribal organization; or

5. Eskimo or Aleut - All persons having origins in f the peoples of Northern Canada, Greenland, Alaska, and Eastern Siberia.

C. "Public construction" means a project or a contract for a project, or sub-contract thereunder awarded by the City of Springfield for projects subject to M.G.L. c. 149 sec 44A(2); M.G.L. c. 149A and M.G.L. c. 30 sec 39M. All projects which cost less than two hundred and fifty thousand dollars (\$250,000.00) for contractors or which cost less than twenty-five thousand dollars (\$25,000.00) for sub-contractors, and all projects undertaken by any regional commission or board to which the City of Springfield is not the sole signatory, are exempt from this chapter.

D. "Contractor" means all persons, corporations, agencies, firms, businesses, developers, bidders, proposers, trade contractors, installers, subcontractors, and sub-subcontractors, for projects defined herein as public construction, except so-called design services pursuant to Massachusetts General Laws Chapter 7C, Section 44.

F. "Bidding authority" means the city department or agency assigned or directly responsible for the bidding of public construction.

G. "Springfield public construction employment certification form" means the form which must be submitted by the contractor with any and all bids for public construction requiring, that as a condition for bidding, the contractor agrees to comply with the requirements contained in this ordinance if awarded the contract. Such form may be from time to time amended by the monitoring committee to suit the purpose and intent of this chapter.

H. "Springfield public construction employee reporting form" means the form which must be submitted by the successful contractor to the bidding authority no later than thirty (30) days before commencement of work under the contract. Such form shall list Springfield residents, minorities, and women that

have been contacted and confirmed to be employed by the contractor. Such submitted forms shall be delivered to the monitoring committee, and may be from time to time amended by the monitoring committee to suit the purpose and intent of this chapter. Contractors are responsible for providing this form to all subcontractors, sub-subcontractors, and installers that have been hired to perform work in furtherance of a public construction project. This form is required to be submitted by all trade contractors, subcontractors, sub-subcontractors, and installers performing work in furtherance of a public construction project.

I. "Springfield public construction employment tracking system" means a physical or electronic system (other than a handwritten sign-in sheet) maintained by the contractor keeping track on a weekly basis of the employees that are working on the project for the entire duration of their work on the project. The records from this tracking system shall be submitted to compliance officer or his/her designee, and shall be made available for inspection by the monitoring committee. The monitoring committee shall develop the standards for the tracking system to be utilized on a project which, at minimum, shall require tracking of the following information: name of each employee; city or town and state of residence of each employee and length of residence; minority status and gender of each employee, apprentice or journey worker status of each employee; craft of each employee; job category of each employee; hours worked on a daily basis of each employee; hourly wage of each employee; company for which each employee is employed; and total number of hours worked by the contractor's employees, by craft, during the reporting period. Contractors are responsible for providing this form to all trade contractors, subcontractors, sub-subcontractors, and installers that have been hired to perform work in furtherance of a public construction project. This form is required to be submitted by all subcontractors, sub-subcontractors, and installers performing work in furtherance of a public construction project.

J. "Monitoring committee decision on compliance with this chapter" means the form used by the monitoring committee to render decisions on submittals of the Springfield public construction employee reporting form and employment tracking system records.

K. "Springfield Responsible Employer Ordinance monitoring committee". Herein known as "monitoring committee." This chapter, its enforcement, and compliance with its requirements shall be monitored by the monitoring committee. The monitoring committee shall be comprised of five (5) individuals including

the following and each shall serve at the discretion of his or her appointing authority:

1. Two appointees of the city council;
2. Three appointees of the mayor. Initially, one (1) appointment by the mayor and one (1) appointment by the city council shall serve for one (1) year. Except as noted herein all appointments made in accordance with this chapter shall serve for two (2) year terms. Such terms may be sooner terminated, with or without cause, by the appointing authority named herein. All action by the monitoring committee shall be by majority vote of a quorum of the then appointed members. A quorum shall be no less than three (3) members.

L. "Bid" means any bid, proposal, or quote rendered by a contractor to the City or to another Contractor for the performance of work on a public construction project as defined herein. (As enacted on 07/27/2009)

M. "Veteran" shall mean a person who has served in any branch of the United States Armed Forces, and was not dishonorably discharged.

§82-46 Contractor Responsibility and Compliance of Contractors and subcontractors. A. All bidders, contractors and all subcontractors under the contractor for public construction projects as defined herein subject to M.G.L. Ch. 149, Sec. 44A(2), or M.G.L. Ch. 30, Sec. 39M and M.G.L. 149A shall, as a condition for bidding, agree in writing that they shall comply with the following:

1. The Contractor or proposer and all trade contractors and subcontractors under the Contractor shall comply with the Springfield Responsible Employer Ordinance as it currently exists and as it may, from time to time, be amended. The Contractor or proposer shall be responsible for reporting to the City when any subcontractor or installer has been hired for the project, and whether the subcontractor cannot achieve compliance with the Responsible Employer Ordinance and needs to request a waiver. At the time a subcontractor is hired, the contractor shall be responsible for providing each subcontractor with the Springfield Public Construction Employee Reporting Form, the Weekly Oath form, the Weekly Employment Tracking System form, and the Subcontractor's Agreement to Comply with Responsible Employer Ordinance, and for the subcontractor's submission of said forms to the City Compliance Officer.

2. All bidders, contractors, proposers and all trade contractors and subcontractors under the contractor who are

awarded contracts or who otherwise obtain contracts on public construction projects as defined herein, subject to M.G.L. Ch. 149, Sec. 44A(2), MGL CH. 30, Sec. 39M or M.G.L. Ch. 149A, shall comply with the provisions of this ordinance for the duration of their work on the project, and an officer of each such contractor or subcontractor shall certify under oath and in writing on a weekly basis that they are in compliance with said ordinance.

3. All contracts subject to this Ordinance shall provide that a violation of the requirements of this Ordinance shall be a material breach of said contract.

B. On public construction projects as defined herein, the contractor and all trade contractors and subcontractors shall comply with the following requirements and such requirements are incorporated by reference into the bid specifications:

1. In accordance with this chapter, the contractor shall be required to provide employment in the amount of thirty-five percent (35%) minimum per craft of the total project hours worked by Massachusetts residents employed by the contractor, to Springfield residents qualified by craft.

2. The contractor shall be required to provide employment in the amount of twenty percent (20%) minimum per craft of the total project hours worked by the contractor, to minorities qualified by craft.

3. The contractor shall be required to provide employment in the amount of six and 9/10 percent (6.9%) minimum per craft of the total project hours worked by the contractor, to women qualified by craft.

4. The contractor shall be required to provide employment in the amount of five percent (5.0%) minimum per craft of the total project hours worked by the contractor, to veterans qualified by craft.

5. The contractor shall be required to complete and submit the Springfield construction employment certification form, with any and all bids for public construction. This form will be included in the bid specifications. Failure of the contractor to submit such form shall be cause for rejection of the bid.

6. The contractor who has been awarded a contract for public construction by the bidding authority shall complete the Springfield construction employee reporting form and submit the same to the bidding authority and monitoring committee no later than thirty (30) calendar days before commencement of

work under the contract. Contractors are responsible for providing this form to all subcontractors, sub-subcontractors, and installers that have been hired to perform work in furtherance of a public construction project. This form is required to be submitted by all trade contractors, subcontractors, sub-subcontractors, and installers performing work in furtherance of a public construction project as defined herein.

7. All contractors who are awarded, or otherwise obtain a public construction contract subject to this ordinance, shall maintain a weekly Springfield public construction employee tracking system as defined in this Ordinance, keeping track on a weekly basis of the contractors' employees that are working on the project for the entire duration of the of their work on the project. Such records from this tracking system shall be submitted weekly to the Springfield compliance officer or his/her designee and the monitoring committee, and shall be submitted with certified payroll records. This form is required to be submitted by all trade contractors, subcontractors, sub-subcontractors, and installers performing work in furtherance of a public construction project. (As enacted on 07/27/2009)

8. The bidder, contractor, proposer and all trade contractors and subcontractors under the contractor shall certify in writing that their employees shall be able to work in harmony with employees of all other subcontractors on the job site. "Harmony" shall be defined to mean that the presence of any contractor or subcontractor employees shall not result in any picket line, work stoppage or any other form of labor demonstrated on the job site or labor organizations representing the trades and/or crafts of the employees on the job sites.

9. The Contractor or proposer, and all trade contractors and subcontractors under the contractor shall properly classify employees employed on the project as employees rather than independent contractors and shall properly classify said employees accordingly for purposes of workers' compensation insurance coverage, employment taxes, social security taxes and income tax withholding pursuant to M.G.L. Ch. 149.

10. The contractor and all trade contractors and subcontractors under the contractor must at the time of bidding maintain or participate in a bona fide apprentice training program as defined by M.G.L. c.23, §§11H and 11I for each apprenticeable trade or occupation represented in their workforce that is approved by the Division of Apprentice

Standards of the Department of Labor and Workforce Development, regardless of whether or not the program qualifies as an employee welfare benefit plan under ERISA, and must register all apprentices with the Division and abide by the apprentice to journeyman ratio for each trade prescribed therein in the performance of any work on the project. This ordinance does not require the program to be an ERISA plan; the program need only have been approved by the Division of Apprenticeship Standards.

Note: All general bidders, contractors, or proposers and all trade contractors and sub-bidders at every tier must submit with its bid or proposal an original, stamped Sponsor Verification letter from the Commonwealth of Massachusetts, Department of Labor and Workforce Development - Division of Apprentice Standards, issued within the past ninety (90) calendar days, evidencing that at the time of submitting a bid or proposal, the bidder or proposer is currently an Approved Sponsor of Apprentices. Any bid or proposal submitted without the above documentation shall be rejected.

§82-47 Compliance waiver.

The contractor or subcontractor may submit with the Springfield public construction employee reporting form a request for a full or partial waiver. Such waiver shall be based on the fact that there is an insufficient pool of qualified persons available in the required craft(s). The contractor must provide documentation with the request regarding its efforts to hire Springfield residents, minorities, women, veterans, and/or apprentices who are qualified by craft. Such documentation shall include evidence of efforts conducted by the developer, contractor and subcontractors which shows a high level of effort in attempting to obtain said employees. Such effort shall include, but not be limited to, advertising employment opportunities in minority and other local and community news media; notifying women and other community-based organizations of employment opportunities; notifying local career center(s) of employment opportunities; maintaining a file of each worker referred to the Contractor and what action was taken concerning such worker; and soliciting local companies for contracting purposes. If a contractor has a collective bargaining agreement with a union which has failed to refer a Springfield resident, minority, or woman worker, the contractor must provide a letter from the union documenting that it cannot supply the requisite employee. Provisions of this chapter may be waived in whole or in part, on a case by case basis, through a determination made by the monitoring committee. The monitoring committee or single sole representative appointed by the monitoring committee, shall respond to the request for

such waiver within fourteen (14) business days of the receipt thereof. In the event no response is forthcoming within the fourteen (14) business day time period, waiver shall be deemed to have been approved. No waiver requests shall be heard or allowed where the underlying portion of or trade work within the construction project related to the waiver request has been completed. (As enacted on 07/27/2009)

§82-48 Monitoring Committee responsibility.

Such committee shall meet on a bi-weekly basis, or as needed, and shall review and monitor all information and documentation provided by all parties (including by not limited to contractors) to establish compliance with this chapter. If through such monitoring, it is determined that one or more contractors are not complying with this chapter, the committee shall immediately notify the city compliance officer. The monitoring committee shall act on all requests for compliance waivers under this Ordinance. The committee shall draft and accept all forms that are necessary for compliance with this chapter. (As enacted on 07/27/2009)

§82-49 Monitoring Committee Review.

A. The monitoring committee shall regularly review the Weekly Oath form(s), the Weekly Springfield public construction employment tracking system form(s), and any other forms required under this Ordinance as the monitoring committee deems necessary from time to time, as submitted by contractors, sub-contractors, and/or sub-subcontractors to the bidding authority pursuant to this Ordinance. The monitoring committee shall be responsible for carrying out the review provisions of this chapter.

B. The monitoring committee shall make decisions as cited below with the following criteria:

1. Ensure that the contractor and all subcontractors have completed the Springfield public construction employee reporting form.
2. The information provided must show compliance with minimum employment requirements cited in this Ordinance, or demonstrate that the contractor, subcontractor, or sub-subcontractor has submitted sufficient information to approve a full or partial waiver under the provisions of Section 82-47 above.
3. The contractor shall have received commitments from Springfield residents, minorities, and women, in accordance with the Springfield construction employee reporting form.

C. The monitoring committee shall file a final decision with the city compliance officer within fourteen (14) business days of

receipt of the information as cited in this section. Such decision shall also be forwarded to the bidding authority and sent by registered or certified mail to the petitioning contractors and subcontractors who have been reviewed for compliance. Such decision shall be in the manner of the form titled "Springfield construction employment monitoring committee decision on compliance with the Springfield Responsible Employer Ordinance." Within fourteen (14) business days of receipt of a final decision from the monitoring committee that finds non-compliance with this Ordinance, the City shall send written notice to the non-compliant party, stating therein the enforcement actions to be taken under Section 82-50 below, if any. (As enacted on 07/27/2009)

§82-50 Penalties and Enforcement.

A. In accord with the provisions of M.G.L. ordinance 40, Sections 21D and 31 as well as every other authority and power that may have been or may hereafter be conferred upon it, the city may enforce the provisions of this ordinance, restrain violations thereof, and seek injunctions and judgments to secure compliance. Without limiting the generality of the foregoing, in the event a contractor or subcontractor fails to comply with any one of the requirements in this ordinance, for any period of time, upon three days written notice to the violator, the city may take any or all of the following actions:

1. Assessment of a fine of three hundred dollars (\$300.00) per day of violation, or the maximum amount allowed by law whichever is greater, against the contractor or subcontractor who violates this chapter. Any fine imposed which is not paid in full by the violator shall be offset by the city of Springfield against any payment due to the contractor under any contract for the project, to the extent allowed by law;
2. Cease-and-desist order against any contractor or subcontractor to stop the project;
3. Withholding of payment due under any contract until compliance is obtained; and
4. Permanent removal from any work on the project.

B. In the event that a contractor fails to comply with the harmony clause in Section 4.15.030 B(7), the City may assess against the contractor those costs incurred by the City or the contractor to provide security which may or may not be in the form of police details, security fences, establishment of separate gates, lost work days for every employee who is prevented from working on the job site by the establishment of picket lines, work stoppage or other labor demonstrations.

C. Contractors, subcontractors, sub-subcontractors, bidders and proposers shall be equally liable for violations of this Ordinance by subcontractors hired to perform work under the Contractor in furtherance of a public construction project as defined herein, with the exception of violations arising from work performed pursuant to subcontracts that are subject to M.G.L. c.149, §44F. Any contractor or subcontractor that has been determined by the City or by any court or agency to have violated any of the obligations set forth in this Chapter shall be barred from performing any work on any future projects for six months for a first violation, three years for a second violation and permanently for a third violation. (As enacted on 07/27/2009)

§82-51 Priority of Ordinance.

Where this law or any selection of employees thereto conflicts with other laws relating to affirmative action hiring requirements as set forth by federal, state or local laws, those laws shall supersede this chapter. (As enacted on 07/27/2009)

§82-52 Severability.

In the event any section of this chapter is deemed illegal, unenforceable or unconstitutional, then the remaining sections shall remain in full force and effect. (As enacted on 07/27/2009)

Approved as to form,

Associate City Solicitor

Please see attached materials

RESULT: FIRST STEP

Next: 12/5/2016 7:00 PM

COMMENTS - Current Meeting:

Councilor Edwards spoke in favor of the ordinance. Councilor Allen spoke in favor of the ordinance.

ATTACHMENTS:

- Amended City Ordinance Chapter 82 (DOC)

(52.) (ID # 3728) Order Amending Code Chapter 110, Animals

AN ORDINANCE AMENDING CHAPTER 110 OF THE REVISED ORDINANCES OF THE CITY OF SPRINGFIELD, 1986, AS AMENDED, BY AMENDING SECTION 110-5 THEREOF

ORD. NO. ____

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

Section 110-5 of Chapter 418, ANIMALS, of the Code of the City of Springfield, is hereby amended by deleting subsection A and replacing it with the following:

§110-5

- 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 confined in a fenced-in area or pen or when the dog is in a dog park.

Approved as to form:

Tasheena M. Davis

Associate City Solicitor

RESULT: FIRST STEP

Next: 12/5/2016 7:00 PM

COMMENTS - Current Meeting:

Councilor Edwards spoke in favor of the ordinance.

(53.) (ID # 3734) Order Amending Chapter 67 and 16, Police Commissioner/Board of Police Commissioners

AN ORDINANCE AMENDING CHAPTER 67, OF THE REVISED ORDINANCES OF THE CITY OF SPRINGFIELD, 1986, AS AMENDED, IS HEREBY FURTHER AMENDED BY DELETING ARTICLE XIII THERETO: POLICE COMMISSIONER; and

AMENDING CHAPTER 16, OF THE REVISED ORDINANCES OF THE CITY OF SPRINGFIELD, 1986, AS AMENDED IS HEREBY FURTHER AMENDED BY ADDING ARTICLE XIX THERETO: BOARD OF POLICE COMMISSIONERS.

ORD.NO. _____

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

1. Chapter 67, of the Revised Ordinances of the City of Springfield, 1986, as amended, is hereby further amended by striking Article XIII (Police Commissioner) in its entirety.
2. Chapter 16, of the Revised Ordinances of the City of Springfield, 1986, as amended, is hereby further amended by adding the following new Article XIX thereto:

Article XIX
BOARD OF POLICE COMMISSIONERS

Sections:

- Section 59 Established--Appointment and number of board.
- Section 60 Terms of office.
- Section 61 Qualifications of members.
- Section 62 Filling vacancies-Compensation.
- Section 63 Rules of government-Chairperson.
- Section 64 Powers of Mayor to be exercised by Board.
- Section 65 Management and control of members and signal system.
- Section 66 Rules for maintenance of Department.
- Section 67 Absences from Department.
- Section 68 Adoption of rules and regulations for government and discipline.
- Section 69 Monthly meetings-Annual estimate of necessary maintenance--Accounting for expenditures.
- Section 70 Confirmation of appointments.
- Section 71 Effective date of ordinance.
- Section 72 Conflict with other laws.

Section 59 Established-Appointment and number of Board members.
A Board of Police Commissioners is established. Such Board shall consist of five (5) persons who shall be appointed by the Mayor.

Section 60 Terms of office.

A. The first and second appointees to the Board shall serve three (3) year terms. The third and fourth appointees to the Board shall serve two (2) year terms and the fifth appointee to the Board shall serve a one (1) year term.

B. Annually thereafter appointees to the board shall serve three (3) year terms. Each term shall expire on the first Monday in April in the year the term expires. Members may serve on the Board of Police Commissioners beyond the expiration of his/her term until his/her successor is appointed.

Section 61 Qualifications of members.

A. No person shall be appointed a member of such Board who has not been a resident of the city for at least three (3) years next prior to his/her appointment, who is a member of the city council, an employee of city, or who holds any municipal or political office for which he receives compensation.

B. Removal from the City, membership in the City Council or the holding of any such public office shall automatically vacate the office of a member of such Board.

Section 62 Filling vacancies--Compensation.

Vacancy in such Board shall be filled in the manner of an original appointment within thirty (30) days from its occurrence. The members of such Board shall serve without compensation.

Section 63 Rules of government--Chairperson.

The Board of Police Commissioners may make rules for the government of its procedure. It shall choose one (1) of its members to be chairperson and may prescribe the length of his/her term.

Section 64 Powers of Mayor to be exercised by Board.

The powers and duties vested in the Mayor and the City Council by Chapter 244 of the Acts of 1909 shall be exercised and performed by the Board of Police Commissioners.

Section 65 Management and control of members and signal system.

The Board of Police Commissioners shall, subject to the provisions of this Chapter, have the appointment, management and control of the members and employees of the Police Department and of the Superintendent of the Police Signal System.

Section 66 Rules for maintenance of department. The Board of Police Commissioners shall make such lawful rules for the maintenance of the Police Department, hereinafter referred to as the "Department", including the regulation, government and discipline of such members and employees, and for the direction and control of those having charge of such signal system, including employees thereof, as it deems wise and proper.

Section 67 Absences from department. The Board of Police Commissioners shall have the power to examine into absences of members and employees of the Department, other than those allowed by law or ordinance, and may approve or disapprove the payment of salary for the period of any absences.

Section 68 Adoption of rules and regulations for government and discipline. The rules and regulations for the government and discipline of the Police Department as adopted and promulgated by the former Board of Police Commissioners in the year 1939 with all amendments thereto, a copy of which rules and regulations and amendments thereto, duly attested, is on file with the city clerk, are adopted as and shall continue to be the lawful rules for the maintenance of the Department, and for the regulation, government and discipline of all members and employees thereof, until the adoption and promulgation of rules and regulations as heretofore provided.

Section 69 Monthly meetings-Annual estimate of necessary maintenance-Accounting for expenditures.

A. The Board of Police Commissioners shall meet at least once a month and shall annually in the month of January prepare and

communicate to the Mayor an estimate of the amount of money necessary for the maintenance and use of the department for the then current fiscal year, itemized as the Mayor may require.

B. It shall keep or cause to be kept an accurate and detailed account of all expenditures of the Department, and annually in the month of January shall render to the City Council an itemized and exact account of the same.

Section 70 Confirmation of Appointments. All appointments made by the Mayor to the Board of Police Commissioners as called for under Section 59 herein, must be confirmed by a majority vote of the City Council before said appointment becomes effective.

Section 71 Effective date of ordinance. This ordinance shall take effect on May 31, 2019 or upon the termination of the Employment Agreement by and between The City of Springfield Massachusetts and John Barbieri, dated April 1, 2014.

Section 72. Conflict with other laws. Any provision of this Article that conflicts with applicable law or the City Charter shall be interpreted in such a manner and to such an extent as to be effective and valid under applicable law. If any provision of this Article is prohibited by or invalid under applicable law or the City Charter, such provision shall be ineffective only to the extent of such prohibition or invalidity, thereby leaving the remainder of this Article effective.

Approved as to form*:

Tasheena M. Davis
Associate City Solicitor

* This proposed ordinance effectively restores the Board of Police Commissioners ordinance that was contained in Chapter 2.58 of the Revised Ordinances of the City of Springfield, 1986 as amended. Chapter 2.58 was amended by the Springfield Financial Control Board on August 5, 2005, when the Board of Police Commissioners was abolished and the position of Police Commissioner was enacted.

RESULT: FIRST STEP

Next: 12/5/2016 7:00 PM

Informational

- 54. Motion To:** Enter Executive Session for the purpose of an attorney-client communication to discuss ongoing and potential civil and criminal litigation concerning the arrest and

interrogation of juvenile suspects in Palmer; as well as the following pending litigation in federal court: Schand v. Springfield, Douglas v. Springfield, and Wilhite v. Springfield. The discussion will include litigation strategy and potential settlement, with potential vote(s). No discussion of any individual employees wi

RESULT:	ADOPTED [11 TO 1]
MOVER:	Melvin A. Edwards, Ward 3 Councilor
SECONDER:	Thomas M. Ashe, At-Large Councilor
AYES:	Hurst, Twiggs, Allen, Rooke, Williams, Ramos, Williams, Gomez, Ashe, Edwards, Walsh
NAYS:	Michael A. Fenton
ABSENT:	Kenneth E. Shea

Suspension of Rules



City Council

ADOPTED

Meeting: 11/14/16 07:00 PM
Initiator: Pat Burns
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3722

1

October Revenue Vs. Expenditure Report (Mayor Sarno)

RESULT: RECEIVE REPORT

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

For the period ended
10/31/16

Revenues and Other Sources:	Revised Budget	Actual	Variance Over/(Under)	%
Real Estate & Personal Property Taxes	185,958,317	\$ 71,466,369	\$ (114,491,948)	38%
Real Estate & Personal Property Taxes - Tax Liens	-	752,807	752,807	0%
Motor Vehicle Excise	9,900,000	1,602,775	(8,297,225)	16%
Penalties, interest and other taxes	5,156,657	808,932	(4,347,725)	16%
Charges for Services	13,024,231	4,468,941	(8,555,290)	34%
Intergovernmental	366,960,354	120,484,234	(246,476,120)	33%
MSBA Payments	10,696,808	-	(10,696,808)	0%
Licenses and Permits	10,533,003	5,401,413	(5,131,590)	51%
Fines and Forfeits	479,116	168,462	(310,654)	35%
Interest earned on Investments	1,346,859	235,500	(1,111,359)	17%
Miscellaneous	9,505,615	3,351,300	(6,154,315)	35%
FY 2016 Net School Spending Shortfall (a.)	7,147,974	7,147,974	-	100%
Stabilization Reserves	97,365	97,365	-	100%
Other Financing Sources	-	-	-	0%
Total Revenues and Other Sources	620,806,299	215,986,072	(404,820,227)	35%
Expenditures and Other Uses:				
General government	22,010,094	9,668,978	12,341,116	44%
Public safety				
Police	43,166,081	13,296,906	29,869,175	31%
Fire	21,316,555	6,736,828	14,579,726	32%
Centralized Dispatch	1,909,826	710,161	1,199,665	37%
Other	3,993,453	1,669,999	2,323,454	42%
Health and Welfare	4,738,092	1,307,156	3,430,936	28%
Public works	10,054,484	5,578,568	4,475,916	55%
Education	398,324,944	114,527,545	283,797,398	29%
Culture and recreation	12,686,840	5,916,090	6,770,750	47%
Pension and fringe	58,368,139	39,185,405	19,182,733	67%
State and district assessments	3,519,143	1,152,368	2,366,775	33%
Debt Service	34,070,027	26,997,775	7,072,252	79%
Pay as you go Capital	3,362,442	692,701	2,669,741	21%
Other Financing Use - Trash Enterprise Supplement	3,286,181	3,286,181	-	100%
Total Expenditures and Other Uses	620,806,299	230,726,662	390,079,638	37%
Excess (deficiency) of revenues and other sources over expenditures and other uses	-	\$ (14,740,590)	\$ (14,740,590)	

CITY OF SPRINGFIELD, MASSACHUSETTS
Budget and Actual - General Fund
Expenditures and Encumbrances
For the period ended
10/31/16

Expenditures and Other Uses:	Original Budget	Transfers In/(Out)	Revised Budget	Expenditure	Encumbrance	Variance Over/(Under)	%
General government	21,912,729	97,365	22,010,094	6,803,199	2,865,779	12,341,116	44%
Public safety							
Police	43,166,081	-	43,166,081	12,619,796	677,110	29,869,175	31%
Fire	21,316,555	-	21,316,555	6,368,285	368,543	14,579,726	32%
Centralized Dispatch	1,909,826	-	1,909,826	708,583	1,578	1,199,665	37%
Other	3,993,452	-	3,993,453	1,172,135	497,864	2,323,454	42%
Health and Welfare	4,738,092	-	4,738,092	1,184,835	122,321	3,430,936	28%
Public works	10,054,484	-	10,054,484	4,860,087	718,481	4,475,916	55%
Education	394,423,973	3,900,971	398,324,944	82,841,509	31,686,036	283,797,398	29%
Culture and recreation	12,686,840	-	12,686,840	4,435,617	1,480,473	6,770,750	47%
Pension and fringe	58,368,139	-	58,368,139	38,525,405	660,000	19,182,733	67%
State and district assessments	3,519,143	-	3,519,143	1,152,368	-	2,366,775	33%
Debt Service	34,070,027	-	34,070,027	26,997,775	-	7,072,252	79%
Pay as you go Capital	3,362,442	-	3,362,442	156,224	536,477	2,669,741	21%
Other Financing Use - Trash Enterprise Supplement	3,286,181	-	3,286,181	3,286,181	-	-	100%
Total Expenditures and Other Uses	616,807,963	3,998,336	620,806,299	191,112,000	39,614,661	390,079,638	37%

Attachment: October Revenue Vs. Expenditure Report-1 (3722 : October Revenue Vs. Expenditure



City Council
36 Court Street
Springfield, MA 01103

Meeting: 11/14/16 07:00 PM
Department: Department of Public Works
Category: General
Prepared By: Hector Velez
Initiator: Hector Velez
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3628

TABLED

PETITION (ID # 3628)

Mobilitie Utility Petition

CITY OF SPRINGFIELD, MASSACHUSETTS

Date: August 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 Mobilitie dated July 11, 2016 to install a high-speed network antenna on Benton Street. One network antenna will be install south side of Benton Street, to be located on the tree belt approximately fifty five (55') feet from State Street southeasterly direction. The purpose of the high speed network antenna is to provide wireless service around the area, all as substantially shown on a plan attached, referred to CT90XS528B Benton Street, which is incorporated herein by reference and to lay and maintain underground laterals, cables and wires in the above public ways for the purpose of making connections with the pole as it may desire for distributing purposes, reports thereon as follows:

By virtue of Chapter 708 of the Acts of 1977 the Board of Public Works held the hearing on the above matter provided for in Section 22 of Chapter 166 of the General Laws. The hearing was held on August 15, 2016 at 5:00 P.M. at the parking lot of #1219 State Street Springfield, MA. Two (2) members of the Board and two (2) persons 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 to provide high speed wireless network service to the business around the area.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____))
_____)) BOARD OF PUBLIC WORKS

HISTORY:

09/12/16 City Council

CONTINUE

Next: 10/03/16

Petition (ID # 3628)

Meeting of November 14, 2016

10/03/16	City Council	REFER TO COMMITTEE	Next: 10/17/16
10/17/16	City Council	REFER TO COMMITTEE	Next: 11/14/16

RESULT:	REFER TO COMMITTEE	Next: 12/5/2016 7:00 PM
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**DEPARTMENTAL AND INTERDEPARTMENTAL CORRESPONDENCES
CITY OF SPRINGFIELD
MASSACHUSETTS**

DATE: July 28, 2016

TO: Anthony I Wilson, Esq.
City Clerk

FROM: Hector Velez, DPW Engineer
on behalf of BPW

DEPARTMENT: City Clerk Office

SUBJECT: Board's agenda for:
August 15, 2016

NOTICE OF MEETING

Monday, August 15, 2016 —, At the parking lot of #1219 State Street, Springfield, MA at 5:00 P.M

Minutes of Previous Meeting
Communications
Old Business

MOBILITIE

New Business: Benton Street

HEARING RE: To install new utility pole to
Provide high-speed network.

Attachment: 8-15-2016 notice MOBILITIE (3628 : Mobilitie Utility Petition)



PROJECT NO:	ER600201
DRAWN BY:	J. BRAZA
CHECKED BY:	S. BO



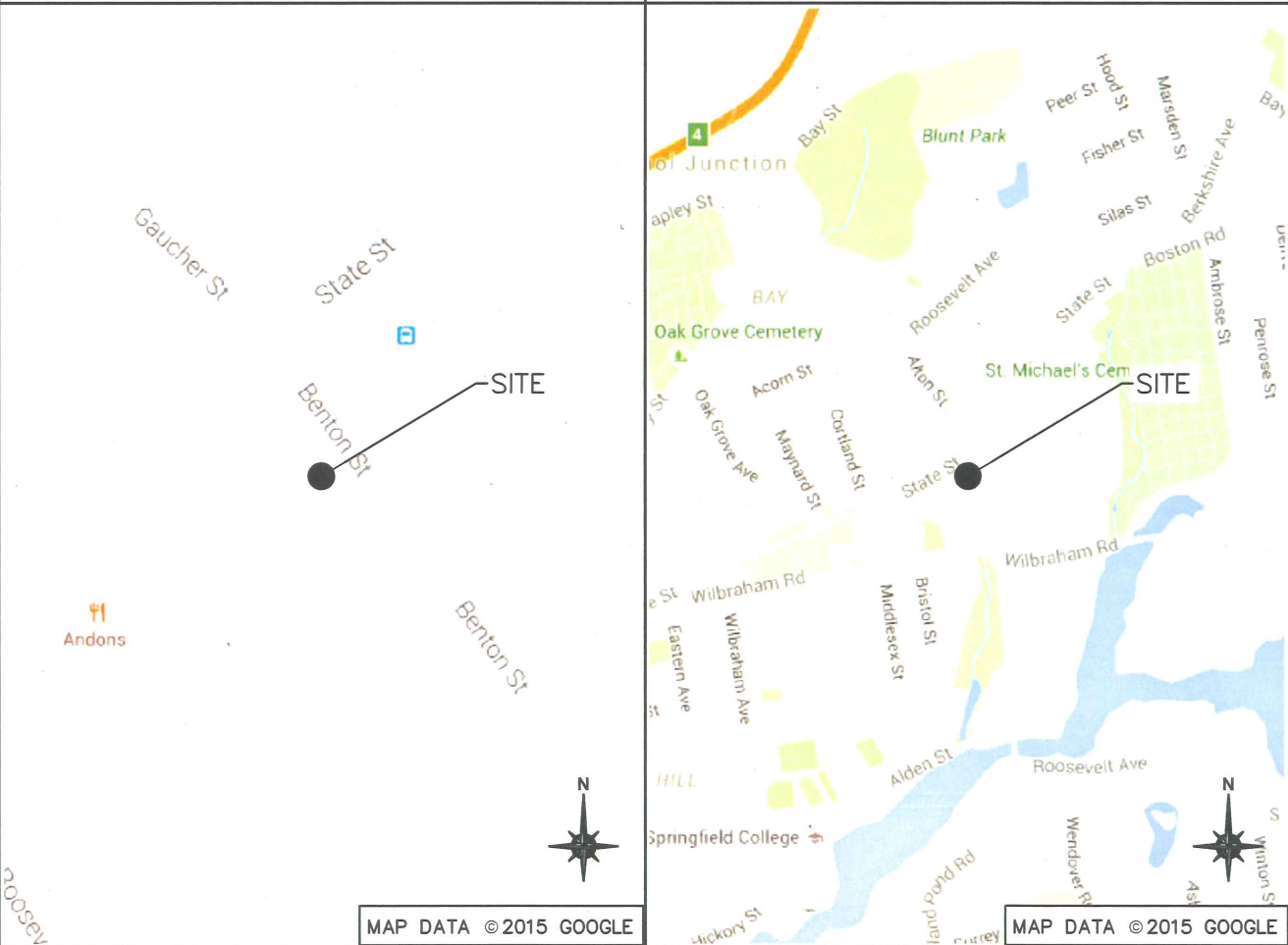
LOCATION MAPS

THE FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. A TECHNICIAN WILL VISIT THE SITE AS REQUIRED FOR ROUTINE MAINTENANCE. THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT DISTURBANCE OF EFFECT ON DRAINAGE; NO SANITARY SEWER SERVICE, POTABLE WATER OR TRASH DISPOSAL IS REQUIRED AND NO COMMERCIAL SIGNAGE IS PROPOSED.

VICINITY MAP

PROPERTY OWNER:	PUBLIC RIGHT-OF-WAY
ADDRESS/CROSS ST:	BENTON ST & STATE ST
APPLICANT:	MOBILITIE, LLC
APPLICANT ADDRESS:	925B PEACHTREE ST. NE, SUITE 710 ATLANTA, GA 30309 PHONE: (312) 638-5400
LATITUDE:	42° 6' 58.05" N (42.116124)
LONGITUDE:	72° 32' 58.58" W (-72.549606)
LAT/LONG TYPE:	NAD 83
GROUND ELEVATION:	± 199' AMSL
COUNTY:	HAMPDEN COUNTY
JURISDICTION:	CITY OF SPRINGFIELD

REGIONAL MAP



END USER PROPOSES TO INSTALL EQUIPMENT ON A PROPOSED WOOD UTILITY POLE WITHIN AN EXISTING RIGHT-OF-WAY. THE SCOPE WILL CONSIST OF THE FOLLOWING:

- INSTALL PROPOSED BACKHAUL TRANSPORT EQUIPMENT ON A PROPOSED WOOD UTILITY POLE

2015 INTERNATIONAL BUILDING CODE
2014 NATIONAL ELECTRICAL CODE

SHEET NO.:	SHEET TITLE
0.0	TITLE SHEET
1.0	SITE PLAN & EXHIBIT PHOTO
2.0	POLE ELEVATIONS
2.1	POLE ELEVATIONS
3.0	ANTENNA & EQUIPMENT MOUNTING DETAILS
3.1	ANTENNA & EQUIPMENT DETAILS
4.0	ELECTRICAL DETAILS
5.0	GROUNDING DETAILS
GN-1	GENERAL NOTES
GN-2	GENERAL NOTES
6.0	TRAFFIC CONTROL PLAN
6.1	TYPICAL PEDESTRIAN / WORKER SAFETY PLAN

ARCHITECT/ENGINEER

JACOBS ENGINEERING GROUP, INC.
5449 BELLS FERRY ROAD
ACWORTH, GA 30102
CONTACT: KARL KRATINA
PROJECT MANAGER
TEL: (678) 460-1416
FAX: (770) 701-2501

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CT90XS528B
9MAB000076
BENTON ST &
STATE ST
SPRINGFIELD, MA 01109
UTILITY POLE

SHEET TITLE

TITLE SHEET

SHEET NUMBER

0.0

CONTRACTORS SHALL VERIFY ALL PLANS, EXISTING DIMENSIONS & FIELD CONDITIONS ON THE JOB SITE & SHALL IMMEDIATELY NOTIFY THE ARCHITECT/ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.



SCALE: NOT TO SCALE

1



SCALE: NOT TO SCALE

2



NOTE:
THIS SITE PLAN WAS GENERATED WITHOUT THE USE
OF A SURVEY. PROPERTY LINES, POWER & TELCO
UTILITY POINT CONNECTIONS/ROUTES AND EASEMENTS
SHOWN ON THESE PLANS ARE ESTIMATED. ALL ITEMS
AND DIMENSIONS SHOULD BE VERIFIED IN THE FIELD.

SCALE: 1"=20'-0" (1"=10'-0" ON 22"x34" SHEET)

3



CHECKED BY: S. BO

A	06.08.16	FOR REVIEW

PRELIMINARY

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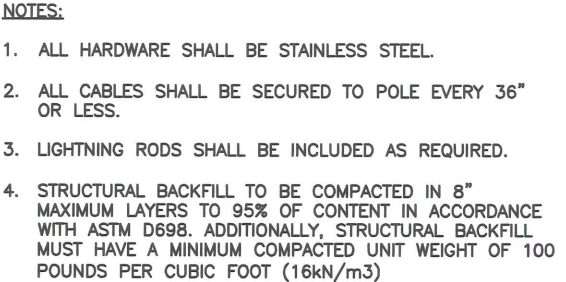
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BENTON ST &
STATE ST
SPRINGFIELD, MA 01109
UTILITY POLE

SHEET TITLE

SITE PLAN & EXHIBIT PHOTO

SHEET NUMBER

1.0



BAND 41 (2500MHz) EQUIPMENT CHART			
QUANTITY	DESCRIPTION	DIMENSIONS (HxWxD)	WEIGHT
1	MOUNTED ANTENNA	35.4" X 4.7" DIAMETER	11 LBS
1	MOUNTED RADIO	20.1" X 9.1" X 8.9"	55.1 LBS
1	GPS ANTENNA	0.8" X 2.6" DIAMETER	0.3 LBS
1	AC DISTRIBUTION	9.25" X 9.5" X 3.81"	14 LBS
1	REJECT FILTER	13.6" X 8.1" X 2.4"	7.7 LBS
1	MOUNTED RELAY	13.0" X 7.9" DIAMETER	9.9 LBS
1	SURGE PROTECTOR	6.44" X 4.69" X 3.5"	TBD

PROPOSED FRONT POLE ELEVATIONS

SCALE: 1" = 5'

1

mobilitie
intelligent infrastructure

925B PEACHTREE ST. NE,
SUITE 710
ATLANTA, GA 30309
PHONE: (312) 638-5400

PROJECT NO: ER600201

DRAWN BY: J. BRAZA

CHECKED BY: S. BO

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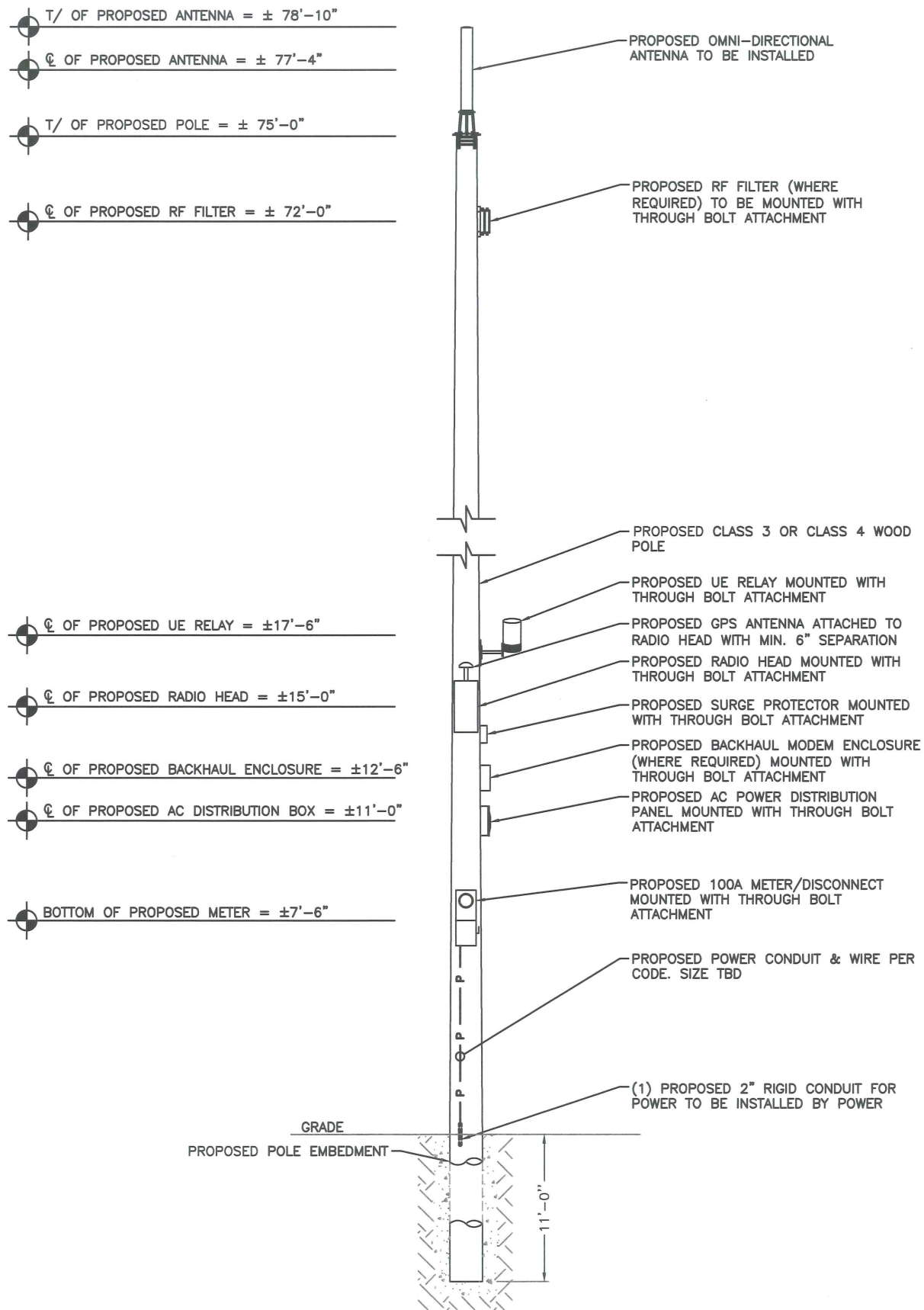
SHEET TITLE

POLE ELEVATIONS

SHEET NUMBER

2.0

Attachment: Mobilitee plan & letter (3628 : Mobilitee Utility Petition)



NOTE: PROJECT SCOPE OF WORK DOES NOT INCLUDE A STRUCTURAL EVALUATION OF THIS POLE OR STRUCTURE. NEW EQUIPMENT SHOWN ON THIS PLAN HAVE NOT BEEN EVALUATED TO VERIFY THE POLE OR STRUCTURE HAS THE CAPACITY TO ADEQUATELY SUPPORT THE EQUIPMENT. PRIOR TO ANY INSTALLATION, A STRUCTURAL EVALUATION OF THE POLE OR STRUCTURE SHOULD BE PERFORMED.

- NOTES:**
1. ALL HARDWARE SHALL BE STAINLESS STEEL.
 2. ALL CABLES SHALL BE SECURED TO POLE EVERY 36" OR LESS.
 3. LIGHTNING RODS SHALL BE INCLUDED AS REQUIRED.
 4. STRUCTURAL BACKFILL TO BE COMPACTED IN 8" MAXIMUM LAYERS TO 95% OF CONTENT IN ACCORDANCE WITH ASTM D698. ADDITIONALLY, STRUCTURAL BACKFILL MUST HAVE A MINIMUM COMPACTED UNIT WEIGHT OF 100 POUNDS PER CUBIC FOOT (16kN/m³)

BAND 41 (2500MHz) EQUIPMENT CHART			
QUANTITY	DESCRIPTION	DIMENSIONS (HxWxD)	WEIGHT
1	MOUNTED ANTENNA	35.4" X 4.7" DIAMETER	11 LBS
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mobilitie[®]
intelligent infrastructure

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SHEET TITLE

POLE ELEVATIONS

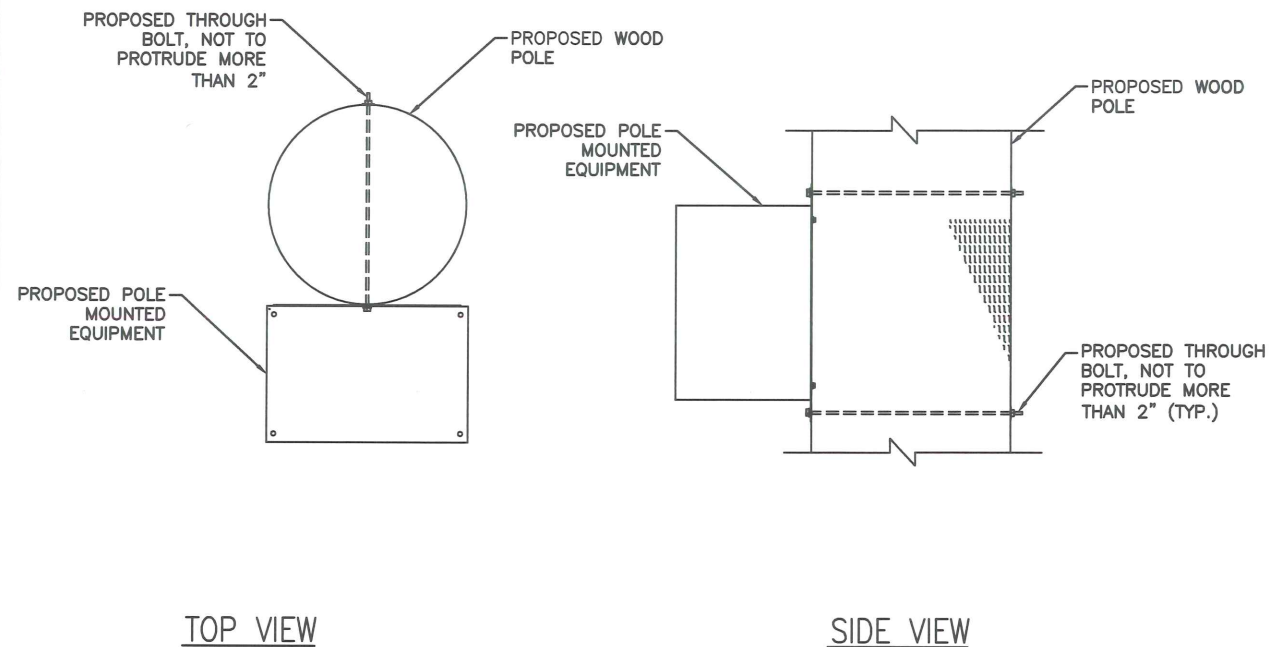
SHEET NUMBER

2.1

PROPOSED SIDE POLE ELEVATIONS

SCALE: 1" = 5'

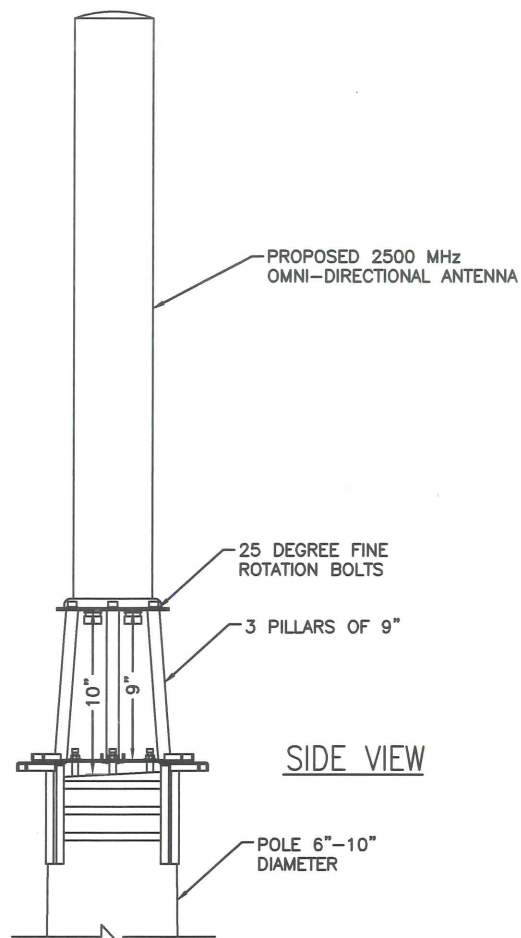
1



EQUIPMENT MOUNTING DETAIL

SCALE: NOT TO SCALE

1



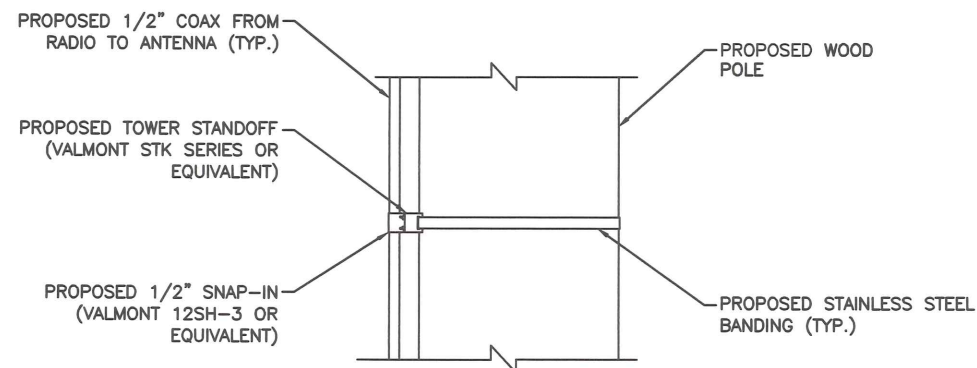
NOTE:

1. MOUNTING BRACKET ACCOMMODATES POLE SIZES FROM 3" TO 10" DIAMETER.
2. JACOBS HAS NOT PERFORMED A STRUCTURAL EVALUATION FOR THE MOUNTING BRACKET. REFER TO THE MANUFACTURER FOR ADDITIONAL INFORMATION.

ANTENNA MOUNTING DETAIL

SCALE: NOT TO SCALE

3



NOTE:
SPACE SNAP-INS PER
CABLE MANUFACTURER'S
SPECIFICATIONS

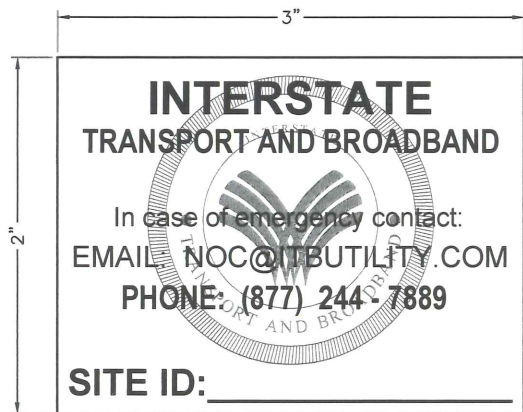
CABLE MOUNTING DETAIL

SCALE: NOT TO SCALE

2



ANTENNA SIGNAGE:
ON WOOD POLES - SIGN ON ALUMINUM WITH SS SCREW TO THE POLE
ON METAL POLES - ADHESIVE VINYL OR PLACARD STRAPPED WITH SS
TIES
ON CONCRETE / COMPOSITE - PLACARD STRAPPED WITH SS TIES
SIGN PLACEMENT:
AFFIX TO THE STRUCTURE 3-4' BELOW THE COMMERCIAL RF ANTENNA(S)
SIZE APPROX. 8" x 5.5"



OWNER / OPERATOR NOTE:
SITE ID LABEL TO BE AFFIXED WITH TZeS241 LABELING TAPE OR EQUIVALENT BLACK ON WHITE LABELING TAPE OF AT LEAST 18mm WIDTH WITH EXTRA-STRENGTH ADHESIVE. USE ANY COMPATIBLE P-TOUCH LABEL MAKER. TEXT SHOULD BE PRINTED IN ALL CAPS WITH A MINIMUM HEIGHT OF 1/2".

POLE MOUNTED SIGNS

SCALE: NOT TO SCALE

4



925B PEACHTREE ST. NE,
SUITE 710
ATLANTA, GA 30309
PHONE: (312) 638-5400

PROJECT NO: ER600201

DRAWN BY: J. BRAZA

CHECKED BY: S. BO

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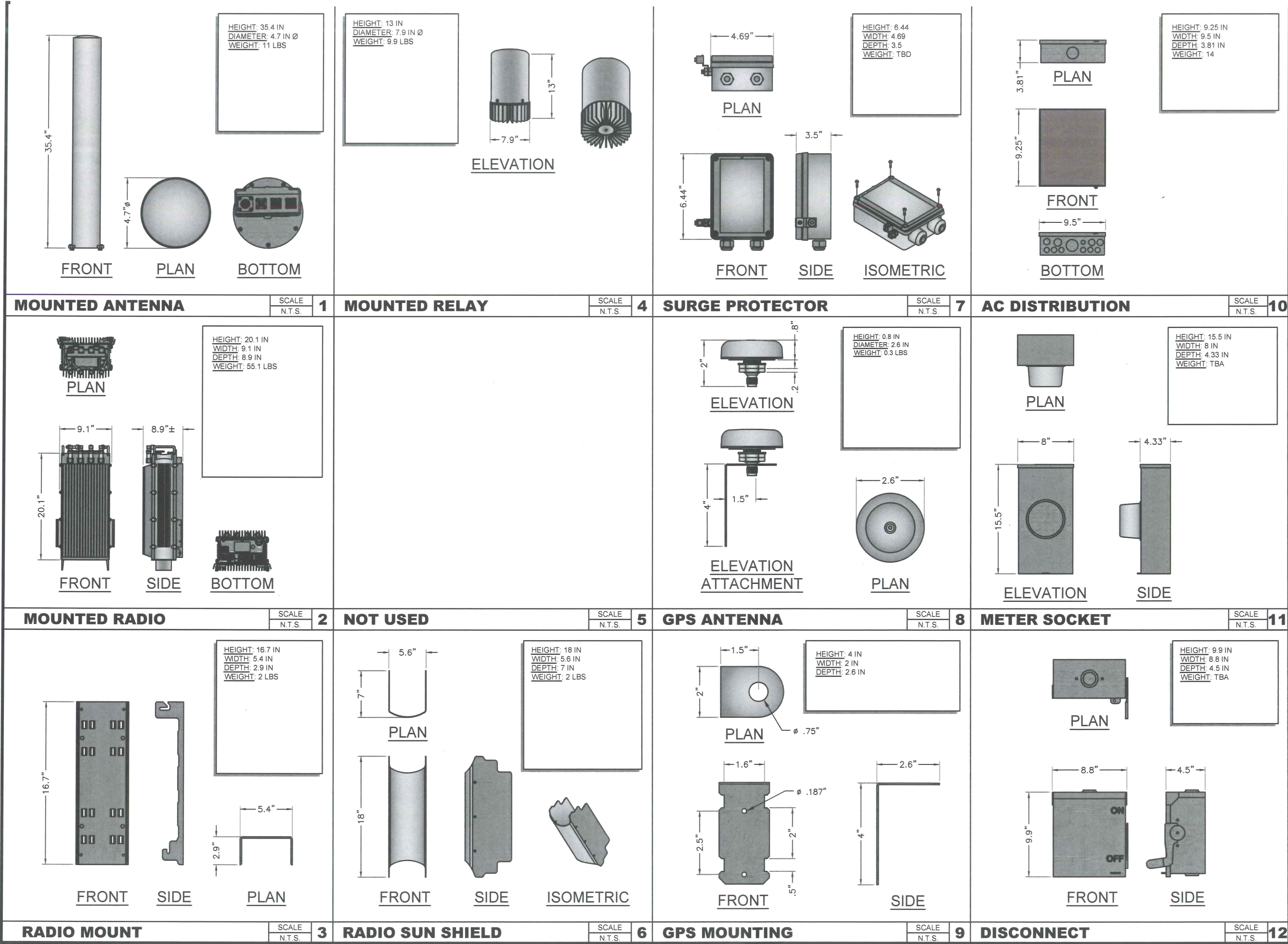
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UTILITY POLE

SHEET TITLE

ANTENNA & EQUIPMENT MOUNTING DETAILS

SHEET NUMBER

3.0



mobilitie
intelligent infrastructure

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SHEET TITLE

ANTENNA & EQUIPMENT DETAILS

SHEET NUMBER
3.1

SHEET NUMBER

4.0



NOTE:
GROUNDING RISER FOR DIAGRAMMATIC
PURPOSES ONLY. SEE ELEVATION
DRAWING FOR EQUIPMENT AND
ANTENNA LOCATIONS.

A	06.08.16	FOR REVIEW

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SHEET NUMBER

1

THE CONSTRUCTION DOCUMENT DRAWINGS ARE INTERRELATED. WHEN PERFORMING THE WORK, EACH CONTRACTOR MUST REFER TO ALL DRAWINGS. COORDINATION IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR.

PART 1 - GENERAL

1. OBTAIN AND SUBMIT RELEASES ENABLING THE OWNER UNRESTRICTED USE OF THE WORK AND ACCESS TO SERVICES AND UTILITIES; INCLUDE OCCUPANCY PERMITS, OPERATING CERTIFICATES AND SIMILAR RELEASES.
2. SUBMIT RECORD DRAWINGS, DAMAGE OR SETTLEMENT SURVEY, PROPERTY SURVEY, AND SIMILAR FINAL RECORD INFORMATION.
3. COMPLETE FINAL CLEAN UP REQUIREMENT, INCLUDING TOUCH-UP PAINTING. TOUCH UP AND OTHERWISE REPAIR AND RESTORE MARRED EXPOSED FINISHES.

PART 2 – FINAL CLEANING

1. COMPLETE THE FOLLOWING CLEANING OPERATIONS BEFORE REQUESTING INSPECTION FOR CERTIFICATION ON COMPLETION.
 - A. CLEAN THE PROJECT SITE, YARD AND GROUNDS IN AREAS DISTURBED BY CONSTRUCTION ACTIVITIES, INCLUDING LANDSCAPE DEVELOPMENT AREA, OF RUBBISH, WASTE MATERIALS, LITTER AND FOREIGN SUBSTANCES. SWEEP PAVED AREAS BROOM CLEAN. REMOVE PETRO-CHEMICAL SPILLS, STAINS AND OTHER FOREIGN DEPOSITS. RAKE GROUNDS THAT ARE NEITHER PLANTED NOR PAVED, TO A SMOOTH EVEN-TEXTURED SURFACE.
 - B. REMOVE TOOLS, CONSTRUCTION EQUIPMENT, MACHINERY AND SURPLUS MATERIAL FROM THE SITE.
 - C. REMOVE SNOW AND ICE TO PROVIDE SAFE ACCESS TO THE SITE AND EQUIPMENT ENCLOSURE.
 - D. CLEAN EXPOSED EXTERIOR HARD SURFACED FINISHES TO A DIRT-FREE CONDITION, FREE OF STAINS, FILMS AND SIMILAR FOREIGN SUBSTANCES. AVOID DISTURBING NATURAL WEATHERING OF EXTERIOR SURFACES.
 - E. REMOVE DEBRIS FROM LIMITED ACCESS SPACES, INCLUDING HANDHOLES, MANHOLES, AND SIMILAR SPACES.
 - F. REMOVE LABELS THAT ARE NOT PERMANENT LABELS.
 - G. TOUCH UP AND OTHERWISE REPAIR AND RESTORE MARRED EXPOSED FINISHES AND SURFACES. REPLACE FINISHES AND SURFACES THAT CANNOT BE SATISFACTORILY REPAIRED OR RESTORED, OR THAT SHOW EVIDENCE OF REPAIR OR RESTORATION. DO NOT PAINT OVER "UL" AND SIMILAR LABELS, INCLUDING ELECTRICAL NAME PLATES.
 - H. LEAVE THE PROJECT CLEAN AND READY FOR OCCUPANCY.
 - I. DUST OFF ALL EQUIPMENT AND ITEMS WITHIN EQUIPMENT ENCLOSURE.
2. REMOVAL OF PROTECTION: REMOVE TEMPORARY PROTECTION AND FACILITIES INSTALLED DURING CONSTRUCTION TO PROTECT PREVIOUSLY COMPLETED INSTALLATIONS DURING THE REMAINDER OF THE CONSTRUCTION PERIOD.

PART 1 – GENERAL

3. WORK INCLUDED: SEE SITE PLAN.
2. DESCRIPTIONS: IF APPLICABLE, LEASE AREA, AND UNDERGROUND UTILITY EASEMENTS ARE TO BE CONSTRUCTED TO PROVIDE A WELL DRAINED, EASILY MAINTAINED, EVEN SURFACE FOR USE AND ACCESS.
3. QUALITY ASSURANCE
 - A. APPLY SOIL STERILIZER IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS (AS NEEDED).
 - B. APPLY AND MAINTAIN GRASS SEED AS RECOMMENDED BY THE SEED PRODUCER (IF REQUIRED).
 - C. PLACE AND MAINTAIN VEGETATION LANDSCAPING, IF INCLUDED WITHIN THE CONTRACT, AS RECOMMENDED BY NURSERY INDUSTRY STANDARDS.
4. SEQUENCING
 - A. CONFIRM SURVEY STAKES AND SET ELEVATION STAKES PRIOR TO ANY CONSTRUCTION.
 - B. CONSTRUCT TEMPORARY CONSTRUCTION AREA. DESIGNATED AREA TO BE APPROVED BY CONSTRUCTION MANAGER AND LOCAL AUTHORITIES.
 - C. APPLY SOIL STERILIZER PRIOR TO PLACING BASE MATERIALS.
 - D. GRADE, SEED, FERTILIZE, AND MULCH ALL AREAS DISTURBED BY CONSTRUCTION (INCLUDING UNDERGROUND UTILITY EASEMENTS) IMMEDIATELY AFTER BRINGING LEASE AREA TO BASE COURSE ELEVATION, WATER TO ENSURE GROWTH.
 - E. AFTER APPLICATIONS OF FINAL SURFACES, APPLY SOIL STERILIZER TO STONE SURFACES.

5. SUBMITTALS

- A. BEFORE CONSTRUCTION: IF LANDSCAPING IS APPLICABLE TO THE CONTRACT, SUBMIT TWO COPIES OF THE LANDSCAPE PLAN ON NURSERY LETTERHEAD. IF A LANDSCAPE ALLOWANCE WAS INCLUDED IN THE CONTRACT, PROVIDE AN ITEMIZED LISTING OF PROPOSED COSTS ON NURSERY LETTERHEAD
- B. AFTER CONSTRUCTION
1. MANUFACTURER'S DESCRIPTION OF PRODUCT AND WARRANTY STATEMENT ON SOIL STERILIZER.
 2. MANUFACTURER'S DESCRIPTION OF PRODUCT ON GRASS SEED AND FERTILIZER.
 3. LANDSCAPING WARRANTY STATEMENT

6. WARRANTY

- A. IN ADDITION TO THE WARRANTY ON ALL CONSTRUCTION COVERED IN THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL REPAIR ALL DAMAGE AND RESTORE AREA AS CLOSE TO ORIGINAL CONDITION AS POSSIBLE AT SITE AND SURROUNDINGS.
- B. SOIL STERILIZATION APPLICATION TO GUARANTEE VEGETATION FREE AREAS FOR ONE YEAR FROM DATE OF FINAL INSPECTION.
- C. DISTURBED AREA WILL REFLECT GROWTH OF NEW GRASS COVER PRIOR TO FINAL INSPECTION.
- D. LANDSCAPING, IF INCLUDED WITHIN THE SCOPE OF THE CONTRACT, WILL BE GUARANTEED FOR ONE YEAR FROM DATE OF FINAL INSPECTION.

PART 2 - PRODUCTS

- ## 1. MATERIALS

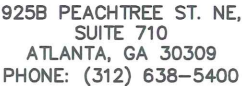
- A. SOIL STERILIZER SHALL BE EPA-REGISTERED, PRE-EMERGENCE LIQUID:

TOTAL KILL PRODUCT 910 EPA 10292-7 (313) 563-8000	PHASOR CORPORATION P.O. BOX 5123 DEARBORN, MI 48128
AMBUSH HERBICIDE EPA REGISTERED (800) 526-4924	FRAMAR INDUSTRIAL PRODUCTS 1435 MORRIS AVE. UNION, NJ 07083

- B. ROAD AND SITE MATERIALS SHALL CONFORM TO STATE AND LOCAL DOT SPECIFICATIONS FILL MATERIAL (UNLESS OTHERWISE NOTED) – ACCEPTABLE SELECT FILL SHALL BE IN ACCORDANCE WITH STATE DEPARTMENT OF HIGHWAY AND TRANSPORTATION STANDARD SPECIFICATIONS.
- C. SOIL STABILIZER FABRIC SHALL BE MIRAFI 500X.

PART 3 - EXECUTION

- INSPECTIONS: LOCAL BUILDING INSPECTORS SHALL BE NOTIFIED NO LESS THAN 48 HOURS IN ADVANCE OF CONCRETE POURS, UNLESS OTHERWISE SPECIFIED BY JURISDICTION
2. PREPARATION
- A. CLEAR BRUSH AND DEBRIS FROM LEASE AREA AND UNDERGROUND UTILITY EASEMENTS AS REQUIRED FOR CONSTRUCTION.
 - B. UNLESS OTHERWISE INSTRUCTED BY LESSEE, TRANSPORT ALL REMOVED TREES, BRUSH AND DEBRIS FROM THE PROPERTY TO AN AUTHORIZED LANDFILL.
 - C. PRIOR TO PLACEMENT OF FILL OR BASE MATERIALS, ROLL THE SOIL.
 - D. WHERE UNSTABLE SOIL CONDITIONS ARE ENCOUNTERED, LINE THE AREAS WITH STABILIZER MAT PRIOR TO PLACEMENT OF FILL OR BASE MATERIAL.
3. INSTALLATION
- A. CLEAR EXCESS SPOILS, IF ANY, FROM JOB SITE AND DO NOT SPREAD BEYOND THE LIMITS OF PROJECT AREA UNLESS AUTHORIZED BY PROJECT MANAGER AND AGREED TO BY LANDOWNER.
 - B. PLACE FILL OR STONE IN SIX INCH (6") MAXIMUM LIFTS, AND COMPACT BEFORE PLACING NEXT LIFT.
 - C. APPLY SEED, FERTILIZER, AND STRAW COVER TO ALL OTHER DISTURBED AREAS, DITCHES, AND DRAINAGE SWALES, NOT OTHERWISE RIPRAPPED.
 - D. APPLY SEED AND FERTILIZER TO SURFACE CONDITIONS WHICH WILL ENCOURAGE ROOTING. RAKE AREAS TO BE SEED TO EVEN THE SURFACE AND LOOSEN THE SOIL.
 - E. SOW SEED IN TWO DIRECTIONS IN TWICE THE QUANTITY RECOMMENDED BY THE SEED PRODUCER.
 - F. ENSURE GROWTH OF SEED AND LANDSCAPED AREA, BY WATERING, UP TO THE POINT OF RELEASE FROM THE CONTRACT. CONTINUE TO REWORK THE BARE AREAS UNTIL COMPLETE COVERAGE IS OBTAINED.
4. FIELD QUALITY CONTROL: COMPACT SOILS TO MAXIMUM DENSITY IN ACCORDANCE WITH ASTM D-1557. AREAS OF SETTLEMENT WILL BE EXCAVATED AND REFILLED AT CONTRACTOR'S EXPENSE. INDICATE PERCENTAGE OF COMPACTION ACHIEVED ON AS-BUILT DRAWINGS.
5. PROTECTION
- A. PROTECT SEEDED AREAS FROM EROSION BY SPREADING STRAW TO A UNIFORM LOOSE DEPTH OF 1-2 INCHES, STAKE AND TIE DOWN AS REQUIRED. USE OF EROSION CONTROL MESH OR MULCH NET WILL BE AN ACCEPTABLE ALTERNATE.
 - B. PROTECT ALL EXPOSED AREAS AGAINST WASHOUTS AND SOIL EROSION. PLACE STRAW BALES AT THE INLET APPROACH TO ALL NEW OR EXISTING CULVERTS. WHERE THE SITE OR ROAD AREAS HAVE BEEN ELEVATED IMMEDIATELY ADJACENT TO THE RAIL LINE, STAKE EROSION CONTROL FABRIC FULL LENGTH IN THE SWALE TO PREVENT CONTAMINATION OF THE RAIL BALLAST. ALL EROSION CONTROL METHODS SHALL CONFORM TO APPLICABLE BUILDING CODE REQUIREMENTS.



PROJECT NO:	ER600201
DRAWN BY:	J. BRAZA
CHECKED BY:	S. BO

A	06.08.16	FOR REVIEW

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PERSON, UNLESS THEY ARE ACTING UNDER THE
DIRECTION OF A LICENSED PROFESSIONAL
ENGINEER, TO ALTER THIS DOCUMENT

CT90XS528B
9MAB000076
BENTON ST &
STATE ST
SPRINGFIELD, MA 01109
UTILITY POLE

SHEET TITLE

GENERAL NOTES

SHEET NUMBER

GN-1



July 11, 2016

Administration
DPW
70 Tapley St
Springfield, MA 01104
413.736.3111

RE: Mobilitie LLC Street Opening Permit and Contractor Registration Submission - 9MAB000076

Dear Springfield DPW Administrator:

Please find the enclosed Mobilitie, LLC Street Opening Permit and Contractor License Registration for utility pole construction in your Town. Along with the permit application documents, you will find construction drawings and photo simulation for the facility. Mobilitie, LLC understands the application will likely not be approved until the committees and Public Improvement Commission ("PIC") are in agreement.

Mobilitie, LLC is a public utility company certified and regulated by the Massachusetts Department of Public Utilities to provide telephone-related services, such as facilities-based competitive local exchange and interexchange services. To meet the growing demand for connectivity, Mobilitie, LLC is deploying a hybrid transport network that provides high-speed, high-capacity bandwidth in order to facilitate the next generation of devices and data-driven services. This network can support a variety of technologies and services that require connectivity to the internet, including, but not limited to, driverless and connected vehicles (commercial, personal and agricultural), remote weather stations and mobile service providers. These transport utility poles and facilities are not dedicated to any particular customer and, to the extent capacity on the structures is available, are available to be used by other entities, including the City of Springfield.

Mobilitie, LLC plans to construct the applied-for utility transport within the next 18 months and formally requests that the Town identify a single point of contact to streamline the communications process regarding the application for the benefit of both parties.

Mobilitie, LLC's hybrid transport network is an industry-changing approach that seeks to improve backhaul connectivity for the Town's residents. We are excited to work with the City of Springfield and are available to answer questions. Please do not hesitate to contact me at (470) 240-3269 or sschneider@mobilitie.com.

Thank you for your attention to this matter.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Scott Schneider".

Scott Schneider
Network Real Estate Specialist

*Enclosures



City Council
36 Court Street
Springfield, MA 01103

Meeting: 11/14/16 07:00 PM
Department: Department of Public Works
Category: General
Prepared By: Hector Velez
Initiator: Hector Velez
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3670

TABLED

PETITION (ID # 3670)

Main Street (Mobilitie)

CITY OF SPRINGFIELD, MASSACHUSETTS

Date: September 27, 2016

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

The Board of Public Works, to which was referred the petition of Mobilitie dated August 28, 2016 to install a high-speed network antenna on Main Street. Forty five (45') feet network antenna will be install north side of Main Street, to be located on the sidewalk approximately one hundred and eighty (180') feet from Bridge Street southeasterly direction. The purpose of the high speed network antenna is to provide wireless service around the area, all as substantially shown on a plan attached, referred to BS90XS150B Dwight & Bridge Street, which is incorporated herein by reference and to lay and maintain underground laterals, cables and wires in the above public ways for the purpose of making connections with the pole as it may desire for distributing purposes, reports thereon as follows:

By virtue of Chapter 708 of the Acts of 1977 the Board of Public Works held the hearing on the above matter provided for in Section 22 of Chapter 166 of the General Laws. The hearing was held on September 26, 2016 at 5:30 P.M. at the corner of Bridge& Main Street Springfield, MA. Three (3) members of the Board and two (2) persons 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 to provide high speed wireless network service to the business around the area.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Petition (ID # 3670)

Meeting of November 14, 2016

HISTORY:

10/03/16	City Council	REFER TO COMMITTEE	Next: 10/17/16
10/17/16	City Council	REFER TO COMMITTEE	Next: 11/14/16

RESULT:	REFER TO COMMITTEE	Next: 12/5/2016 7:00 PM
----------------	---------------------------	--------------------------------

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

DATE: September 12, 2016

TO: Anthony I Wilson, Esq.
City Clerk

FROM: Hector Velez, DPW Engineer
on behalf of BPW

DEPARTMENT: City Clerk Office

SUBJECT: Board's agenda for:
September 26, 2016

NOTICE OF MEETING

Monday, September 26, 2016

5:00 P.M., at the corner of Dwight Street & Taylor Street, Springfield, MA.

5:15 P.M., at the corner of Dwight Street & Bridge Street (Parking lot of Center Stage),
Springfield, MA.

5:30 P.M., at the corner of Bridge & Main Street, Springfield, MA.

5:45 P.M., at Union Station, Frank B. Murray Street, Springfield, MA.

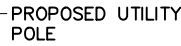
Minutes of Previous Meeting
Communications
Old Business

MOBILITIE

New Business: **Taylor Street, Bridge Street, Frank B. Murray.**

HEARING RE: To install new utility pole to
Provide high-speed network.

Attachment: 9-26-2016 notice MOBILITIE (3670 : Main Street (Mobilitie))



1

SCALE: NTS



2

SCALE: NTS



THIS SITE PLAN WAS GENERATED WITHOUT THE USE OF A SURVEY. PROPERTY LINES, POWER & TELCO UTILITY POINT CONNECTION/ROUTES AND EASEMENTS SHOWN ON THESE PLANS ARE ESTIMATED. ALL ITEMS AND DIMENSIONS SHOULD BE VERIFIED IN THE FIELD.



PROJECT NO:	9MAB001636
DRAWN BY:	RC
CHECKED BY:	SJB

A	06-14-16	FOR CLIENT REVIEW

KMB DESIGN GROUP, LLC

Stephen A. Bray
PROFESSIONAL ENGINEER

PRELIMINARY
NOT FOR CONSTRUCTION

MA LICENSE: 47770

6/14/16

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THIS DOCUMENT

BS90XSI50B

MAIN ST & BRIDGE ST
SPRINGFIELD, MA 01103

UTILITY POLE

SHEET TITLE

SITE PLAN & EXHIBIT PHOTO

SHEET NUMBER

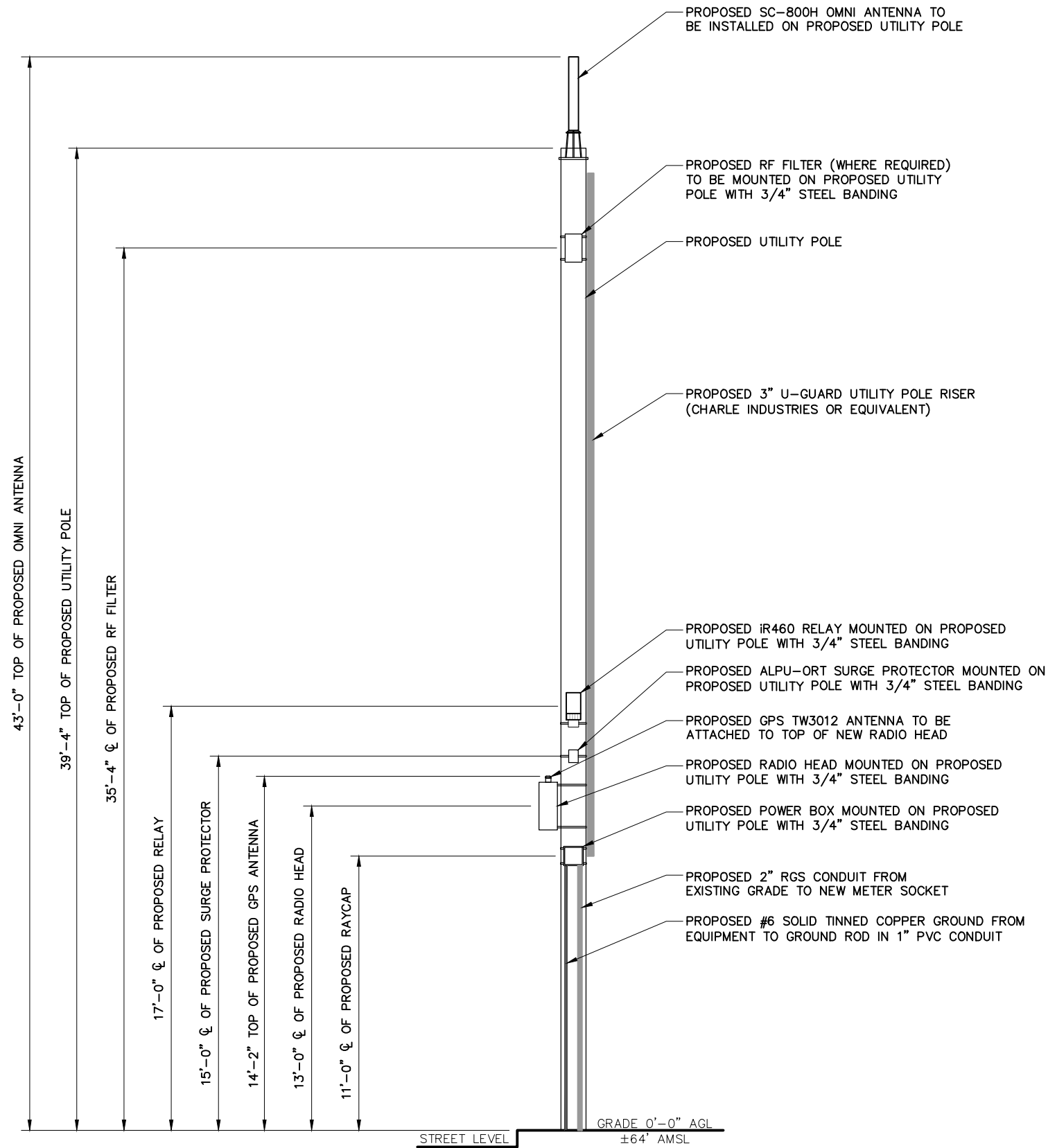
1.0

3

11x17 SCALE: 1/32" = 1'-0"

24x36 SCALE: 1/16" = 1'-0"

NO. 1. _____
KMB DESIGN GROUP, LLC HAS NOT PERFORMED A FULL
STRUCTURAL ANALYSIS ON THE POLE AND MOUNTS AS
PART OF THIS SUBMITTAL. STRUCTURAL ANALYSIS
REPORT TO BE PROVIDED UNDER SEPARATE COVER AND
OBTAINED BY CONTRACTOR PRIOR TO CONSTRUCTION.



PROJECT NO:	9MAB001636
DRAWN BY:	RC
CHECKED BY:	SJB

A	06-14-16	FOR CLIENT REVIEW

KMB DESIGN GROUP, LLC

Stephen A. Bray

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BS90XSI50B

MAIN ST & BRIDGE ST
SPRINGFIELD, MA 01103

UTILITY POLE

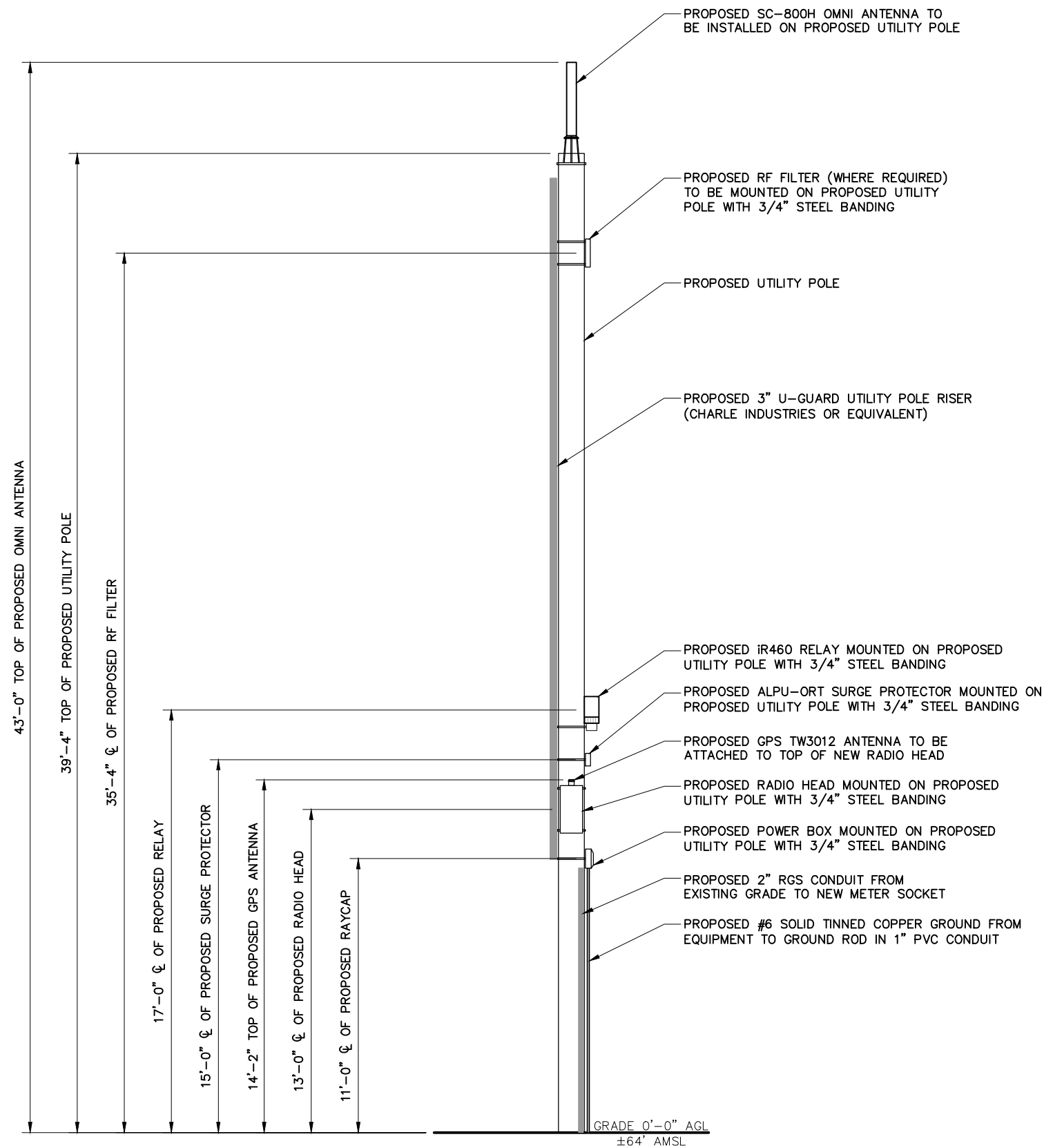
SHEET TITLE

POLE ELEVATION

SHEET NUMBER

2.0

KMB DESIGN GROUP, LLC HAS NOT PERFORMED A FULL STRUCTURAL ANALYSIS ON THE POLE AND MOUNTS AS PART OF THIS SUBMITTAL. STRUCTURAL ANALYSIS REPORT TO BE PROVIDED UNDER SEPARATE COVER AND OBTAINED BY CONTRACTOR PRIOR TO CONSTRUCTION.



PROJECT NO:	9MAB001636
DRAWN BY:	RC
CHECKED BY:	SJB

A	06-14-16	FOR CLIENT REVIEW

KMB DESIGN GROUP, LLC
Stephen A. Bray
PROFESSIONAL ENGINEER

PRELIMINARY
NOT FOR CONSTRUCTION

MA LICENSE: 47770	6/14/16
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BS90XSI50B

MAIN ST & BRIDGE ST
SPRINGFIELD, MA 01103

UTILITY POLE

SHEET TITLE POLE ELEVATION
--

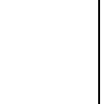
SHEET NUMBER
2.1

A	06-14-16	FOR CLIENT REVIEW

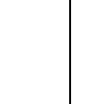
3.0



Attachment: BS90XSI50B_CONSTDWS90_20160614_A1P (3670 : Main Street (Mobilitie))



(FRONT)



(SIDE)

(PLAN)

(FRONT)

(FRONT)

(SIDE)

EQUIPMENT SPECIFICATIONS

SCALE: NTS

(FRONT)

A cylinder with a shaded bottom section. The bottom section is shaded with vertical lines, representing a portion of the total volume.

(FRONT)

(SIDE)

EQUIPMENT SPECIFICATIONS

SCALE: NTS

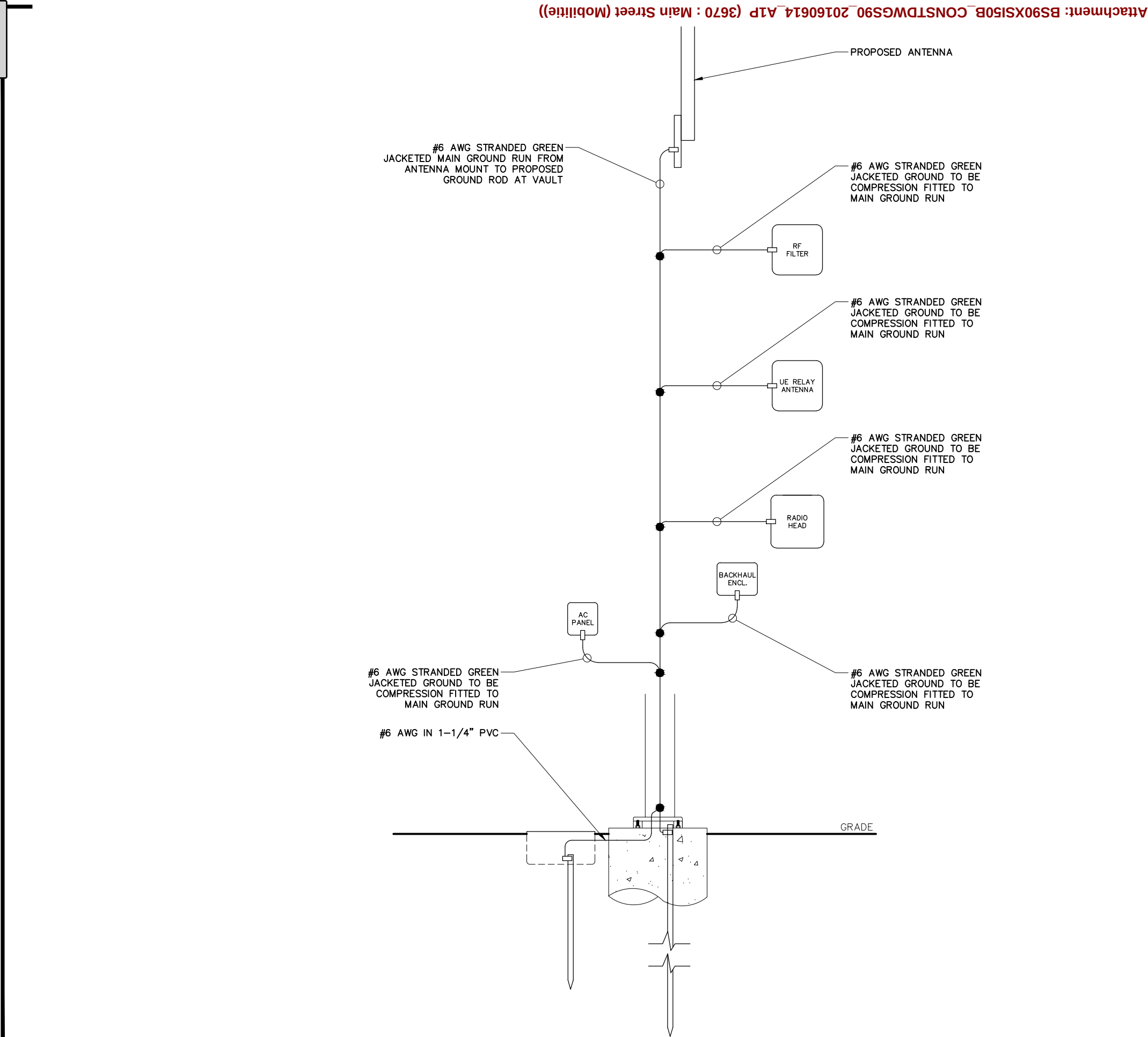
A	06-14-16	FOR CLIENT REVIEW

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SHEET NUMBER

3.1



LEGEND

- CADWELD CONNECTION
- MECHANICAL CONNECTION
- COMPRESSION CONNECTION

NOTE:
GROUNDING RISER FOR DIAGRAMMATIC PURPOSES ONLY. SEE ELEVATION DRAWING FOR EQUIPMENT AND ANTENNA LOCATIONS.

PROJECT NO:	9MAB001636
DRAWN BY:	RC
CHECKED BY:	SJB

A	06-14-16	FOR CLIENT REVIEW
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KMB DESIGN GROUP, LLC

Stephen A. Bray

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BS90XSI50B

MAIN ST & BRIDGE ST
SPRINGFIELD, MA 01103

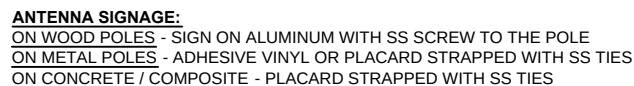
UTILITY POLE

SHEET TITLE

GROUNDING DETAILS

SHEET NUMBER

5.0



1	RF NOTICE SIGN DETAIL
---	-----------------------

3	POLE OWNER SIGN DETAIL
---	------------------------

SCALE: NTS

NOTE:
RF/POWER DISCONNECT SIGN TO BE PLACED
ON OUTSIDE DOOR OF AC DISTRIBUTION BOX.

5"

4"

INTERSTATE
TRANSPORT AND BROADBAND

In case of emergency contact:
EMAIL: NOC@ITBUTILITY.COM
PHONE: (877) 244 - 7889

SITE ID: 9MAB001636

The diagram shows a rectangular label with dimensions 5 inches wide and 4 inches high. The label contains the following text: "INTERSTATE" and "TRANSPORT AND BROADBAND" in large, bold, black capital letters. Below this, in smaller black text, is "In case of emergency contact:", followed by "EMAIL: NOC@ITBUTILITY.COM" and "PHONE: (877) 244 - 7889". At the bottom, in large, bold, black capital letters, is "SITE ID: 9MAB001636". A large, faint, circular watermark is visible in the background, featuring a stylized eagle with spread wings and the text "INTERSTATE TRANSPORT AND BROADBAND" around the perimeter.

In case of emergency contact:
EMAIL: NOC@ITBUTILITY.COM
PHONE: (877) 244-7889

Packet Pg. 62

A	06-14-16	FOR CLIENT REVIEW

Stephen A. Bray
PROFESSIONAL ENGINEER

MA LICENSE: 47770 6/14/16

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UTILITY POLE

SHEET NUMBER

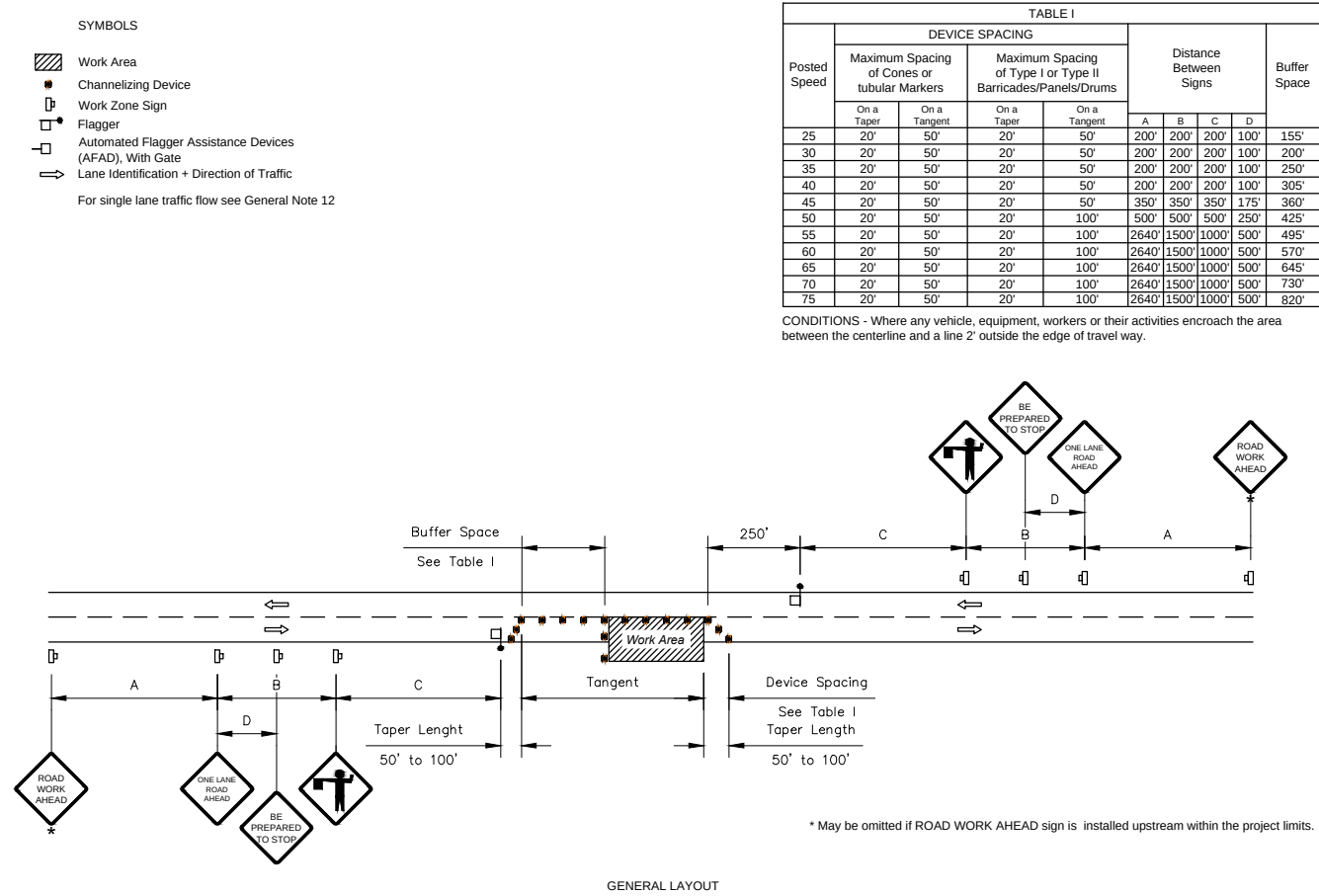
6.0

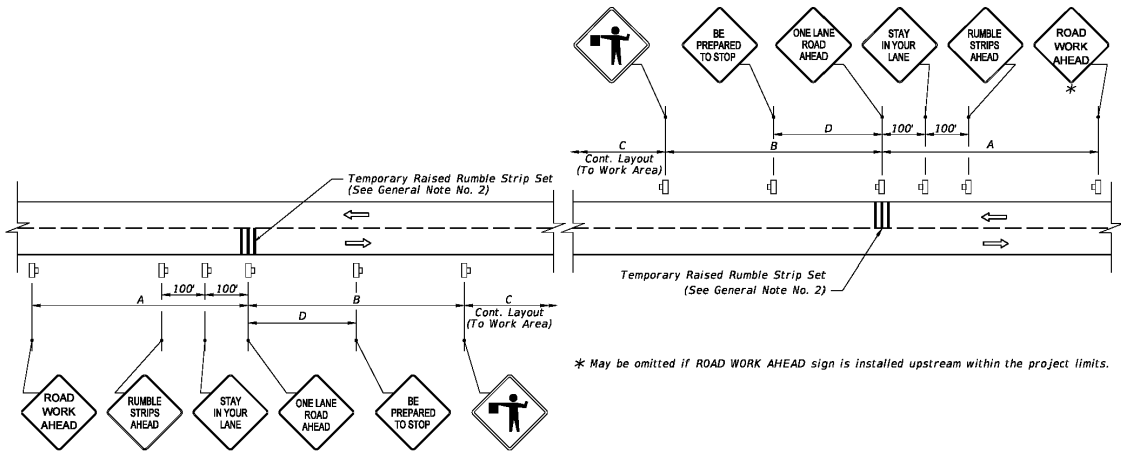
1. Prior to any road construction, traffic control signs and devices shall be in place.
2. Traffic control devices for lane closures including signs, cones, barricades, etc. shall be placed as shown on plans. Signs shall not be placed without actual lane closures and shall be immediately removed upon removal of the closures.
3. Fencing & gates subject to adjustments during construction.
4. Selection, placement, maintenance, and protection of traffic shall be in accordance with the Manual of Uniform Traffic Control Devices - Part VI "Standards and Guides for Traffic Control for Street and Highway Construction, Maintenance, Utility, and Incident Management Operations", and the State Department of Transportation Standards and Specifications, unless otherwise noted in the plans and specifications, and shall be approved by the appropriate highway authority having jurisdiction.
5. Tapers shall be located to maximize the visibility of their total length.
6. Advance warning signs, distances, and taper lengths may be extended, at direction of the Engineer, to adjust or reduced visibility due to horizontal and vertical curvature of the roadway.
7. All existing road signs, pavement markings and/or plowable pavement reflectors which conflict with the proposed traffic control plan shall be covered, removed, or relocated as directed by the Engineer and then restore to match pre-construction conditions.
8. Conflicting or non-operating signal indications on either the existing, temporary, or proposed traffic signal systems shall be bagged or covered.
9. Contractor shall contact local applicable highway jurisdiction and provide additional "flagmen" or police supervision as they deem appropriate.

10. All excavated areas within or adjacent to the roadway shall be backfilled and placed on a minimum 0.1v slope prior to the end of each work day. Other excavated areas within the clear zone are to be either backfilled or precast concrete curb construction barrier set temporarily in place to shield vehicular and pedestrian traffic.
11. Where required, the contractor shall make provisions for maintaining pedestrian crossing locations and type, in accordance with all applicable codes and osha requirements.
12. Construction zone speed limit will be determined by the regional traffic engineer at the time of or during construction, as requested by the resident engineer.
13. Bituminous concrete placed during the various construction stages shall be transitioned on a minimum 20h:1v slope to meet the adjacent existing grade at the longitudinal and transverse limits of the stage construction areas unless otherwise noted on the stage construction plans.
14. All excavated areas within or adjacent to the roadway shall be backfilled and placed on at least 6h:1v slope before the end of each work day. Other excavated area within the clear zone shall be backfilled.
15. Cones may be substituted for drums and installed upon the approval of the Engineer.
16. There shall be no workers, equipment, or other vehicles in the buffer space or the roll ahead space.
17. Driveways and/or side streets entering the roadway after the first advance warning sign shall be provided with at least one WZO-IF sign (road work ahead) as a minimum.
18. Moving work areas in a lane closure require a trailer mounted illuminated flashing arrow to remain at the end of the taper, the traffic control truck with mounted crash cushion that shall move with the work areas to keep a 70 foot max buffer in advance of each work area.

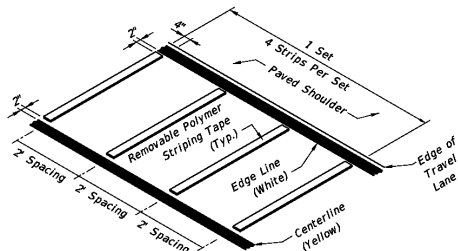
1TRAFFIC CONTROL NOTES

SCALE: NTS

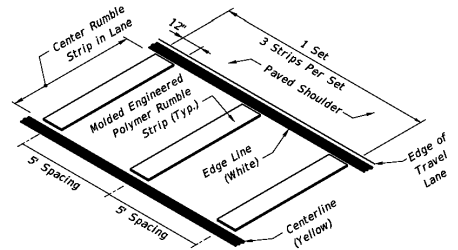




LAYOUT FOR TEMPORARY RAISED RUMBLE STRIPS WHEN REQUIRED WITH ADDITIONAL SIGNS

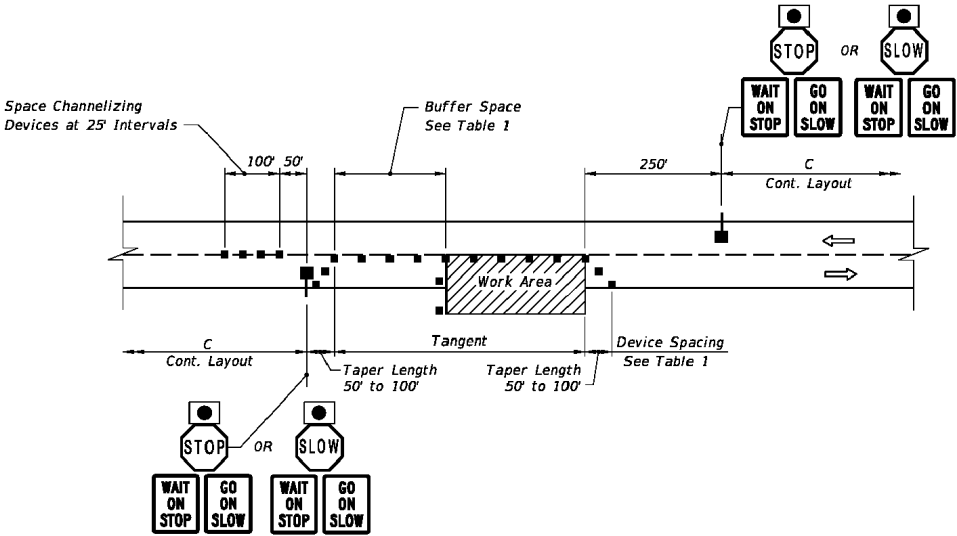


OPTION 1 - REMOVABLE POLYMER STRIPING TAPE RUMBLE STRIP SET

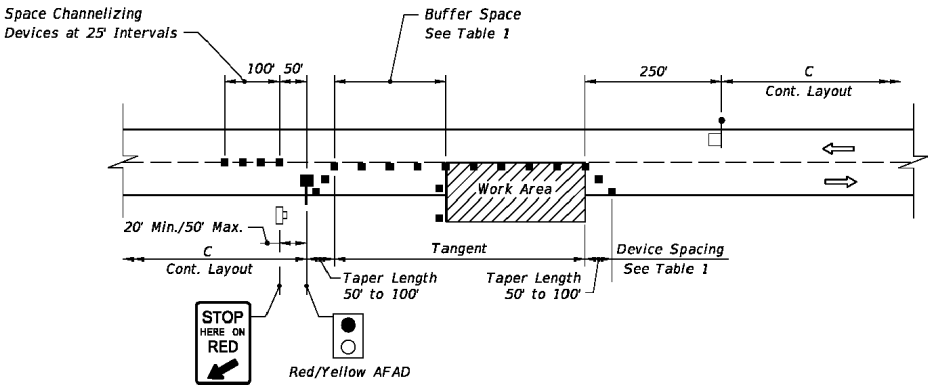


OPTION 2 - MOLDED ENGINEERED POLYMER RUMBLE STRIP SET

TEMPORARY RAISED RUMBLE STRIPS



LAYOUT FOR STOP/SLOW AFAD METHOD 1 - 2 AFAD's



LAYOUT FOR RED/YELLOW AFAD METHOD 2 - 1 AFAD & FLAGGER

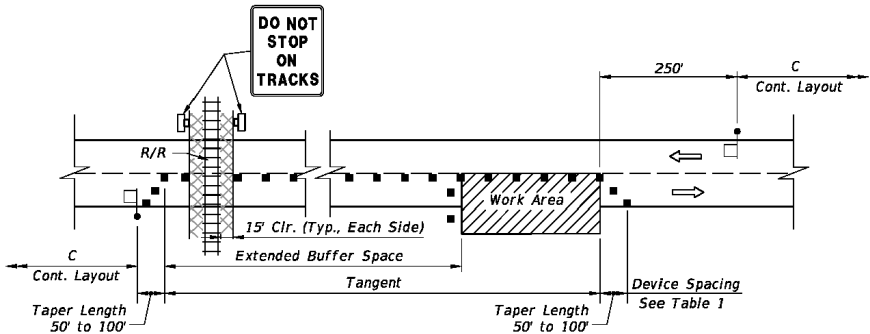
AUTOMATED FLAGGER ASSISTANCE DEVICES (AFADs)

AUTOMATED FLAGGER ASSISTANCE DEVICES NOTES

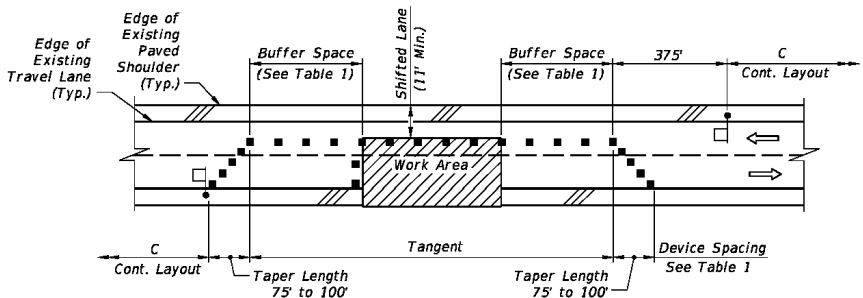
1. Illuminate the flagging station when the AFAD is used at nighttime.
2. When the AFAD is not in use, remove or cover signs and move AFAD device outside the clear zone or shield it with a barrier or crash cushion.
3. Only qualified flaggers who have been trained in the operation of the AFAD may operate the AFAD. When in use, each AFAD must be in view of and attended at all times by the flagger operating the device. Use two flaggers and one of the following methods in the deployment of AFAD's:
Method 1: Place an AFAD at each end of the temporary traffic control zone.
Method 2: Place an AFAD at one end of the temporary traffic control zone and a flagger at the opposite end.
4. A single flagger may simultaneously operate two AFAD's (Method 1) or may operate a single AFAD on one end of the temporary traffic control zone while being the flagger at the opposite end of the temporary traffic control zone (Method 2) if all four of the following conditions are present:
a. The flagger has an unobstructed view of the AFAD(s);
b. The flagger has an unobstructed view of approaching traffic in both directions;
c. For Method 1, the AFAD's are less than 800 ft apart. For Method 2, the AFAD and the flagger are less than 800 ft apart.
d. Two trained flaggers are available on-site to provide normal flagging operations should an AFAD malfunction.

1 TEMPORARY RAISED RUMBLE STRIPS

SCALE: NTS



LAYOUT FOR RAILROAD CROSSING BUFFER SPACE EXTENSION



LAYOUT FOR TEMPORARY LANE SHIFT TO SHOULDER WHEN WORK AREA ENCROACHES ON THE CENTERLINE

SPECIAL CONDITIONS

2 SPECIAL CONDITIONS

SCALE: NTS

3 AUTOMATED FLAGGER ASSISTANCE DEVICES (AFADs)

SCALE: NTS

PROJECT NO: 9MAB001636
DRAWN BY: RC
CHECKED BY: SJB

KMB DESIGN GROUP, LLC

Stephen A. Bray
PROFESSIONAL ENGINEER

PRELIMINARY
NOT FOR CONSTRUCTION

MA LICENSE: 47770 6/14/16
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BS90XSI50B

MAIN ST & BRIDGE ST
SPRINGFIELD, MA 01103

UTILITY POLE

SHEET TITLE
TRAFFIC CONTROL PLAN

SHEET NUMBER

6.2



PROJECT NO: 9MAB001636

DRAWN BY: RC

CHECKED BY: SJB

A	06-14-16	FOR CLIENT REVIEW

KMB DESIGN GROUP, LLC

Stephen A. Bray
PROFESSIONAL ENGINEER

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6/14/16

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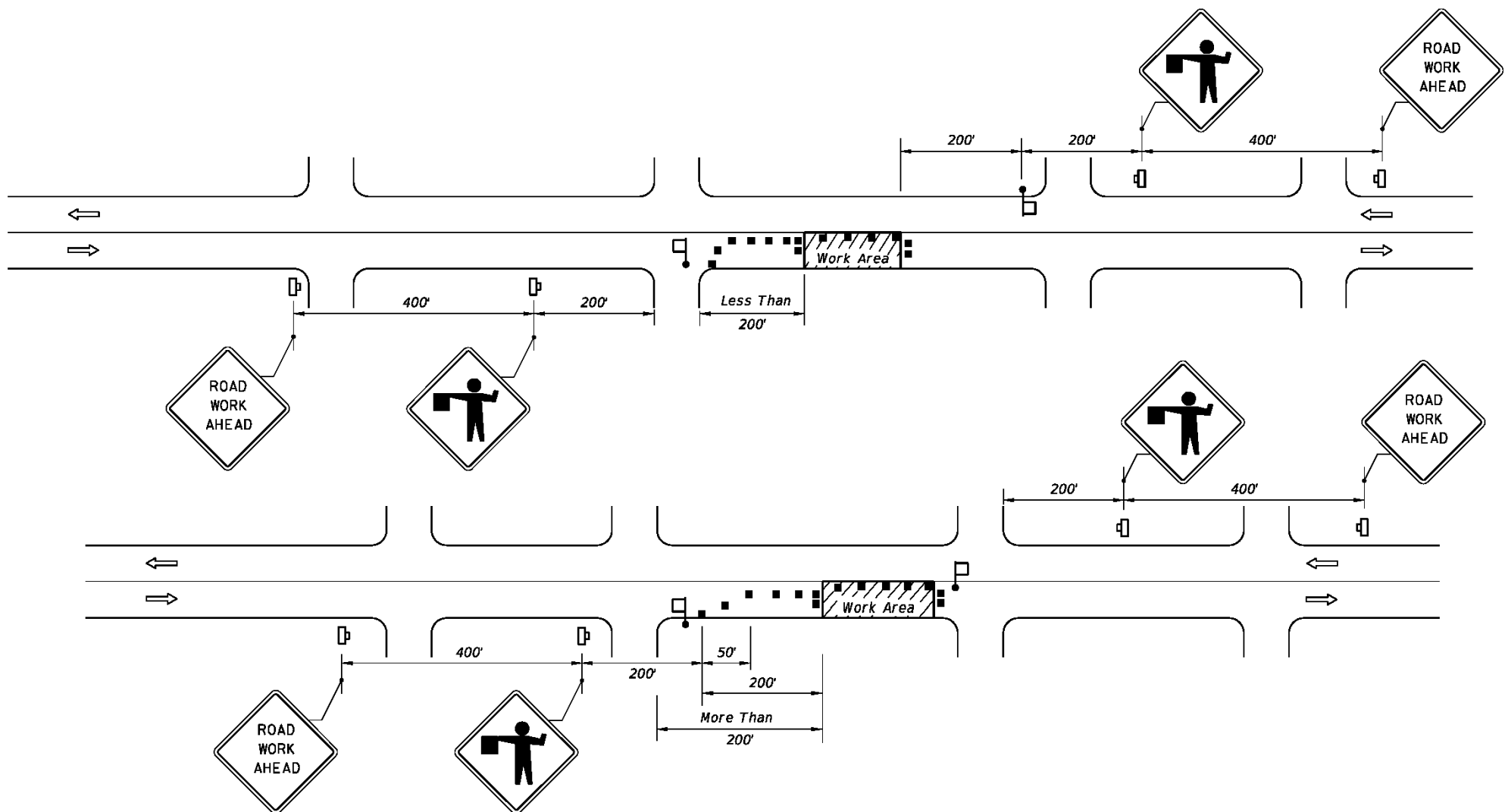
UTILITY POLE

SHEET TITLE

TRAFFIC CONTROL PLAN

SHEET NUMBER

6.3



CONDITIONS

WHERE ANY VEHICLE, EQUIPMENT, WORKERS OR THEIR ACTIVITIES ENCR OACH ON THE PAVEMENT REQUIRING THE CLOSURE OF ONE TRAFFIC LANE, FOR WORK AREAS LESS THAN 200' DOWNSTREAM FROM AN INTERSECTION FOR A PERIOD OF MORE THAN 60 MINUTES.

CONDITIONS

WHERE ANY VEHICLE, EQUIPMENT, WORKERS OR THEIR ACTIVITIES ENCROACH ON THE PAVEMENT REQUIRING THE CLOSURE OF ONE TRAFFIC LANE, FOR WORK AREAS 200' OR MORE DOWNSTREAM FROM AN INTERSECTION FOR A PERIOD OF MORE THAN 60 MINUTES.

GENERAL NOTES

1. Work operations shall be confined to one travel lane, leaving the opposing travel lane open to traffic.
2. When vehicles in a parking zone block the line of sight to TCZ signs or when TCZ signs encroach on a normal pedestrian walkway, the signs shall be post mounted and located in accordance with MUTCD.
3. If work area is confined to an outside auxiliary lane, the work area shall be barricaded and the FLAGGER signs replaced by ROAD WORK AHEAD signs. Flaggers are not required.
4. Flaggers shall be in sight of each other or in direct communication at all times.
5. The FLAGGER legend sign may be substituted for the symbol sign.
6. The maximum spacing between devices shall be no greater than 25.'
7. For general TCZ requirements and additional information, refer to MUTC
8. The two channelizing devices directly in front and directly at the end of th area may be omitted provided vehicles in the work area have high-intensit flashing, oscillating, or strobe lights operating.
9. Use Temporary Raised Rumble Strips in accordance with Index 603. Pl of Rumble Strips and additional signs should begin at FLAGGER sign loca

DURATION NOTES

1. **ROAD WORK AHEAD** sign may be omitted if all of the following conditions are met:
- a. Work operations are 60 minutes or less.
 - b. Speed is 45 mph or less.
 - c. No sight obstructions to vehicles approaching the work area for a distance of 600 feet.
 - d. Vehicles in the work area have high-intensity, rotating, flashing, oscillating, or strobe lights operating.
 - e. Volume and complexity of the roadway has been considered.

SYMBOLS

- | | |
|---|---|
|  | <i>Work Area</i> |
|  | <i>Channelizing Device</i> |
|  | <i>Work Zone Sign</i> |
|  | <i>Flagger</i> |
|  | <i>Lane Identification + Direction of Traffic</i> |

THE CONSTRUCTION DOCUMENT DRAWINGS ARE INTERRELATED. WHEN PERFORMING THE WORK, EACH CONTRACTOR MUST REFER TO ALL DRAWINGS. COORDINATION IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR.

GENERAL REQUIREMENTS

PART 1 – GENERAL

1. OBTAIN AND SUBMIT RELEASES ENABLING THE OWNER UNRESTRICTED USE OF THE WORK AND ACCESS TO SERVICES AND UTILITIES; INCLUDE OCCUPANCY PERMITS, OPERATING CERTIFICATES AND SIMILAR RELEASES.
2. SUBMIT RECORD DRAWINGS, DAMAGE OR SETTLEMENT SURVEY, PROPERTY SURVEY, AND SIMILAR FINAL RECORD INFORMATION.
3. COMPLETE FINAL CLEAN UP REQUIREMENT, INCLUDING TOUCH-UP PAINTING. TOUCH UP AND OTHERWISE REPAIR AND RESTORE MARRED EXPOSED FINISHES.

PART 2 – FINAL CLEANING

1. COMPLETE THE FOLLOWING CLEANING OPERATIONS BEFORE REQUESTING INSPECTION FOR CERTIFICATION ON COMPLETION.
 - A. CLEAN THE PROJECT SITE, YARD AND GROUNDS IN AREAS DISTURBED BY CONSTRUCTION ACTIVITIES, INCLUDING LANDSCAPE DEVELOPMENT AREA, OF RUBBISH, WASTE MATERIALS, LITTER AND FOREIGN SUBSTANCES. SWEEP PAVED AREAS BROOM CLEAN. REMOVE PETRO-CHEMICAL SPILLS, STAINS AND OTHER FOREIGN DEPOSITS. RAKE GROUNDS THAT ARE NEITHER PLANTED NOR PAVED, TO A SMOOTH EVEN-TEXTURED SURFACE.
 - B. REMOVE TOOLS, CONSTRUCTION EQUIPMENT, MACHINERY AND SURPLUS MATERIAL FROM THE SITE.
 - C. REMOVE SNOW AND ICE TO PROVIDE SAFE ACCESS TO THE SITE AND EQUIPMENT ENCLOSURE.
 - D. CLEAN EXPOSED EXTERIOR HARD SURFACED FINISHES TO A DIRT-FREE CONDITION, FREE OF STAINS, FILMS AND SIMILAR FOREIGN SUBSTANCES. AVOID DISTURBING NATURAL WEATHERING OF EXTERIOR SURFACES.
 - E. REMOVE DEBRIS FROM LIMITED ACCESS SPACES, INCLUDING HANDHOLES, MANHOLES, AND SIMILAR SPACES.
 - F. REMOVE LABELS THAT ARE NOT PERMANENT LABELS.
 - G. TOUCH UP AND OTHERWISE REPAIR AND RESTORE MARRED EXPOSED FINISHES AND SURFACES. REPLACE FINISHES AND SURFACES THAT CANNOT BE SATISFACTORILY REPAIRED OR RESTORED, OR THAT SHOW EVIDENCE OF REPAIR OR RESTORATION. DO NOT PAINT OVER "UL" AND SIMILAR LABELS, INCLUDING ELECTRICAL NAME PLATES.
 - H. LEAVE THE PROJECT CLEAN AND READY FOR OCCUPANCY.
 - I. DUST OFF ALL EQUIPMENT AND ITEMS WITHIN EQUIPMENT ENCLOSURE.
2. REMOVAL OF PROTECTION: REMOVE TEMPORARY PROTECTION AND FACILITIES INSTALLED DURING CONSTRUCTION TO PROTECT PREVIOUSLY COMPLETED INSTALLATIONS DURING THE REMAINDER OF THE CONSTRUCTION PERIOD.

SITE WORK

PART 1 – GENERAL

1. WORK INCLUDED: SEE SITE PLAN.
2. DESCRIPTIONS: IF APPLICABLE, LEASE AREA, AREA, AND UNDERGROUND UTILITY EASEMENTS ARE TO BE CONSTRUCTED TO PROVIDE A WELL DRAINED, EASILY MAINTAINED, EVEN SURFACE FOR USE AND ACCESS.
3. QUALITY ASSURANCE
 - A. APPLY SOIL STERILIZER IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS (AS NEEDED).
 - B. APPLY AND MAINTAIN GRASS SEED AS RECOMMENDED BY THE SEED PRODUCER (IF REQUIRED).
 - C. PLACE AND MAINTAIN VEGETATION LANDSCAPING, IF INCLUDED WITHIN THE CONTRACT, AS RECOMMENDED BY NURSERY INDUSTRY STANDARDS.
4. SEQUENCING
 - A. CONFIRM SURVEY STAKES AND SET ELEVATION STAKES PRIOR TO ANY CONSTRUCTION.
 - B. CONSTRUCT TEMPORARY CONSTRUCTION AREA. DESIGNATED AREA TO BE APPROVED BY CONSTRUCTION MANAGER AND LOCAL AUTHORITIES.
 - C. APPLY SOIL STERILIZER PRIOR TO PLACING BASE MATERIALS.
 - D. GRADE, SEED, FERTILIZE, AND MULCH ALL AREAS DISTURBED BY CONSTRUCTION (INCLUDING UNDERGROUND UTILITY EASEMENTS) IMMEDIATELY AFTER BRINGING LEASE AREA TO BASE COURSE ELEVATION, WATER TO ENSURE GROWTH.
 - E. AFTER APPLICATIONS OF FINAL SURFACES, APPLY SOIL STERILIZER TO STONE SURFACES.

5. SUBMITTALS
- A. BEFORE CONSTRUCTION: IF LANDSCAPING IS APPLICABLE TO THE CONTRACT, SUBMIT TWO COPIES OF THE LANDSCAPE PLAN ON NURSERY LETTERHEAD. IF A LANDSCAPE ALLOWANCE WAS INCLUDED IN THE CONTRACT, PROVIDE AN ITEMIZED LISTING OF PROPOSED COSTS ON NURSERY LETTERHEAD
- B. AFTER CONSTRUCTION
- MANUFACTURER'S DESCRIPTION OF PRODUCT AND WARRANTY STATEMENT ON SOIL STERILIZER.
 - MANUFACTURER'S DESCRIPTION OF PRODUCT ON GRASS SEED AND FERTILIZER.
 - LANDSCAPING WARRANTY STATEMENT

1. WARRANTY
- A. IN ADDITION TO THE WARRANTY ON ALL CONSTRUCTION COVERED IN THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL REPAIR ALL DAMAGE AND RESTORE AREA AS CLOSE TO ORIGINAL CONDITION AS POSSIBLE AT SITE AND SURROUNDINGS.
 - B. SOIL STERILIZATION APPLICATION TO GUARANTEE VEGETATION FREE AREAS FOR ONE YEAR FROM DATE OF FINAL INSPECTION.
 - C. DISTURBED AREA WILL REFLECT GROWTH OF NEW GRASS COVER PRIOR TO FINAL INSPECTION.
 - D. LANDSCAPING, IF INCLUDED WITHIN THE SCOPE OF THE CONTRACT, WILL BE GUARANTEED FOR ONE YEAR FROM DATE OF FINAL INSPECTION.

PART 2 – PRODUCTS

1. MATERIALS
- A. SOIL STERILIZER SHALL BE EPA—REGISTERED, PRE—EMERGENCE LIQUID:
- | | |
|------------------|----------------------------|
| TOTAL KILL | PHASAR CORPORATION |
| PRODUCT 910 | P.O. BOX 5123 |
| EPA 10292—7 | DEARBORN, MI 48128 |
| (313) 563—8000 | |
| AMBUSH HERBICIDE | FRAMAR INDUSTRIAL PRODUCTS |
| EPA REGISTERED | 1435 MORRIS AVE. |
| (800) 526—4924 | UNION, NJ 07083 |
- B. ROAD AND SITE MATERIALS SHALL CONFORM TO STATE AND LOCAL DOT SPECIFICATIONS FILL MATERIAL (UNLESS OTHERWISE NOTED) — ACCEPTABLE SELECT FILL SHALL BE IN ACCORDANCE WITH STATE DEPARTMENT OF HIGHWAY AND TRANSPORTATION STANDARD SPECIFICATIONS.
- C. SOIL STABILIZER FABRIC SHALL BE MIRAFI 500X.

PART 3 – EXECUTION

- INSPECTIONS: LOCAL BUILDING INSPECTORS SHALL BE NOTIFIED NO LESS THAN 48 HOURS IN ADVANCE OF CONCRETE POURS, UNLESS OTHERWISE SPECIFIED BY JURISDICTION
2. PREPARATION
- A. CLEAR BRUSH AND DEBRIS FROM LEASE AREA AND UNDERGROUND UTILITY EASEMENTS AS REQUIRED FOR CONSTRUCTION.
 - B. UNLESS OTHERWISE INSTRUCTED BY LESSEE, TRANSPORT ALL REMOVED TREES, BRUSH AND DEBRIS FROM THE PROPERTY TO AN AUTHORIZED LANDFILL.
 - C. PRIOR TO PLACEMENT OF FILL OR BASE MATERIALS, ROLL THE SOIL.
 - D. WHERE UNSTABLE SOIL CONDITIONS ARE ENCOUNTERED, LINE THE AREAS WITH STABILIZER MAT PRIOR TO PLACEMENT OF FILL OR BASE MATERIAL.
3. INSTALLATION
- A. CLEAR EXCESS SPOILS, IF ANY, FROM JOB SITE AND DO NOT SPREAD BEYOND THE LIMITS OF PROJECT AREA UNLESS AUTHORIZED BY PROJECT MANAGER AND AGREED TO BY LANDOWNER.
 - B. PLACE FILL OR STONE IN SIX INCH (6") MAXIMUM LIFTS, AND COMPACT BEFORE PLACING NEXT LIFT.
 - C. APPLY SEED, FERTILIZER, AND STRAW COVER TO ALL OTHER DISTURBED AREAS, DITCHES, AND DRAINAGE SWALES, NOT OTHERWISE RIPRAPPED.
 - D. APPLY SEED AND FERTILIZER TO SURFACE CONDITIONS WHICH WILL ENCOURAGE ROOTING. RAKE AREAS TO BE SEED TO EVEN THE SURFACE AND LOOSEN THE SOIL.
 - E. SOW SEED IN TWO DIRECTIONS IN TWICE THE QUANTITY RECOMMENDED BY THE SEED PRODUCER.
 - F. ENSURE GROWTH OF SEEDED AND LANDSCAPED AREA, BY WATERING, UP TO THE POINT OF RELEASE FROM THE CONTRACT. CONTINUE TO REWORK THE BARE AREAS UNTIL COMPLETE COVERAGE IS OBTAINED.
4. FIELD QUALITY CONTROL: COMPACT SOILS TO MAXIMUM DENSITY IN ACCORDANCE WITH ASTM D-1557. AREAS OF SETTLEMENT WILL BE EXCAVATED AND REFILLED AT CONTRACTOR'S EXPENSE. INDICATE PERCENTAGE OF COMPACTION ACHIEVED ON AS-BUILT DRAWINGS.
5. PROTECTION
- A. PROTECT SEEDED AREAS FROM EROSION BY SPREADING STRAW TO A UNIFORM LOOSE DEPTH OF 1-2 INCHES, STAKE AND TIE DOWN AS REQUIRED. USE OF EROSION CONTROL MESH OR MULCH NET WILL BE AN ACCEPTABLE ALTERNATE.
 - B. PROTECT ALL EXPOSED AREAS AGAINST WASHOUTS AND SOIL EROSION. PLACE STRAW BALES AT THE INLET APPROACH TO ALL NEW OR EXISTING CULVERTS. WHERE THE SITE OR ROAD AREAS HAVE BEEN ELEVATED IMMEDIATELY ADJACENT TO THE RAIL LINE, STAKE EROSION CONTROL FABRIC FULL LENGTH IN THE SWALE TO PREVENT CONTAMINATION OF THE RAIL BALLAST. ALL EROSION CONTROL METHODS SHALL CONFORM TO APPLICABLE BUILDING CODE REQUIREMENTS.



PROJECT NO:	9MAB001636
DRAWN BY:	RC
CHECKED BY:	SJB

A	06-14-16	FOR CLIENT REVIEW

KMB DESIGN GROUP, LLC	
Stephen A. Bray	
PROFESSIONAL ENGINEER	
PRELIMINARY NOT FOR CONSTRUCTION	
MA LICENSE: 47770	
6/14/16	
IT IS A VIOLATION OF THE LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT	

BS90XSI50B

MAIN ST & BRIDGE ST
SPRINGFIELD, MA 01103

UTILITY POLE

SHEET TITLE
 GENERAL NOTES

SHEET NUMBER
GN-1

ELECTRICAL

1. CONTRACTOR SHALL REVIEW THE CONTRACT DOCUMENTS PRIOR TO ORDERING THE ELECTRICAL EQUIPMENT AND STARTING THE ACTUAL CONSTRUCTION. CONTRACTOR SHALL ISSUE A WRITTEN NOTICE OF ALL FINDINGS TO THE ARCHITECT/ENGINEER LISTING ANY DISCREPANCIES OR CONFLICTING INFORMATION.
2. ELECTRICAL PLANS, DETAILS AND DIAGRAMS ARE DIAGRAMMATIC ONLY. VERIFY EXACT LOCATIONS AND MOUNTING HEIGHTS OR ELECTRICAL EQUIPMENT WITH OWNER PRIOR TO INSTALLATION.
3. EACH CONDUCTOR OF EVERY SYSTEM SHALL BE PERMANENTLY TAGGED IN EACH PANELBOARD, PULLBOX, JUNCTION BOX, SWITCH BOX, ETC. THE TYPE OF TAGGING METHODS SHALL BE IN COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (O.S.H.A.)
4. ALL MATERIALS AND EQUIPMENT SHALL BE NEW AND IN GOOD WORKING CONDITION WHEN INSTALLED AND SHALL BE OF THE BEST GRADE AND OF THE SAME MANUFACTURER THROUGHOUT FOR EACH CLASS OR GROUP OF EQUIPMENT. MATERIALS SHALL BE LISTED "U.L." WHERE APPLICABLE. MATERIALS SHALL MEET WITH APPROVAL OF ALL GOVERNING BODIES HAVING JURISDICTION. MATERIALS SHALL BE MANUFACTURED IN ACCORDANCE WITH APPLICABLE STANDARDS ESTABLISHED BY ANSI, NEMA, NBFU AND "U.L." LISTED.
5. ALL CONDUIT SHALL HAVE A PULL CORD.
6. PROVIDE PROJECT MANAGER WITH ONE SET OF COMPLETE ELECTRICAL "AS INSTALLED" DRAWINGS AT THE COMPLETION OF THE JOB, SHOWING ACTUAL DIMENSIONS, ROUTINGS, AND CIRCUITS.
7. ALL CIRCUIT BREAKERS, FUSES AND ELECTRICAL EQUIPMENT SHALL HAVE AN INTERRUPTING SHORT CIRCUIT CURRENT TO WHICH THEY MAY BE SUBJECTED, AND A MINIMUM OF 10,000 A.I.C.
8. THE ENTIRE ELECTRICAL INSTALLATION SHALL BE GROUNDED AS REQUIRED BY IBC, NEC AND ALL APPLICABLE CODES.
9. PATCH, REPAIR AND PAINT ANY AREA THAT HAS BEEN DAMAGED IN THE COURSE OF THE ELECTRICAL WORK.
10. PLASTIC PLATES FOR ALL SWITCHES, RECEPTACLES, TELEPHONE AND BLANKED OUTLETS SHALL HAVE ENGRAVED LETTERING WHERE INDICATED ON THE DRAWINGS. WEATHERPROOF RECEPTACLES SHALL HAVE SIERRA #WPD-8 LIFT COVERPLATES.

SERVICE AND DISTRIBUTION

- WIRE AND CABLE CONDUCTORS SHALL BE COPPER, 600V, TYPE THHN OR THWN, WITH A MIN. SIZE OF #12 AWG, COLOR CODED.
- METER SOCKET AMPERES, VOLTAGE, NUMBER OF PHASES SHALL BE NOTED ON THE DRAWINGS. MANUFACTURED BY MILBANK OR APPROVED EQUAL, AND SHALL BE UTILITY COMPANY APPROVED.
- CONDUIT:
 - RIGID CONDUIT SHALL BE U.L. LABEL GALVANIZED ZINC COATED WITH GALVANIZED ZINC INTERIOR AND SHALL BE USED WHEN INSTALLED IN OR UNDER CONCRETE SLABS, IN CONTACT WITH THE EARTH, UNDER PUBLIC ROADWAYS, IN MASONRY WALLS OR EXPOSED ON BUILDING EXTERIOR. RIGID CONDUIT IN CONTACT WITH EARTH SHALL BE 1/2 LAPPED WRAPPED WITH HUNTS WRAP PROCESS NO. 3.
 - FLEXIBLE METALLIC CONDUIT SHALL HAVE U.L. LISTED LABEL AND MAY BE USED WHERE PERMITTED BY CODE. FITTINGS SHALL BE "JAKE" OR "SQUEEZE" TYPE. ALL FLEXIBLE CONDUITS SHALL HAVE FULL LENGTH GROUND WIRE.
 - IT IS REQUIRED AND WILL BE THE RESPONSIBILITY OF THE ELECTRICAL CONTRACTOR TO NOTIFY 811 OR OTHER SUCH UTILITY LOCATING AGENCY 3 DAYS BEFORE DIGGING.
- CONTRACTOR TO COORDINATE WITH UTILITY COMPANY FOR CONNECTION OF TEMPORARY AND PERMANENT POWER TO THE SITE. THE TEMPORARY POWER AND ALL HOOKUP COSTS ARE TO BE PAID BY THE CONTRACTOR.
- ALL ELECTRICAL EQUIPMENT SHALL BE LABELED WITH PERMANENT ENGRAVED PLASTIC LABELS WITH WHITE ON BLUE BACKGROUND LETTERING (MINIMUM LETTER HEIGHT SHALL BE ONE FOURTH INCH (1/4")). NAMEPLATES SHALL BE FASTENED WITH STAINLESS STEEL SCREWS, NOT ADHESIVE.
- UPON COMPLETION OF WORK, CONTINUITY, SHORT CIRCUIT, AND FALL POTENTIAL GROUNDING TESTS BY AN INDEPENDENT TESTING SERVICE ENGAGED BY THE CONTRACTOR SHALL BE SUBMITTED FOR APPROVAL. SUBMIT TEST REPORTS TO PROJECT MANAGER. CLEAN PREMISES OF ALL DEBRIS RESULTING FROM WORK AND LEAVE WORK IN A COMPLETE AND UNDAMAGED CONDITION.
- GROUNDING ELECTRODE SYSTEM
 - PREPARATION
 - SURFACE PREPARATION: ALL CONNECTIONS SHALL BE MADE TO BARE METAL. ALL PAINTED SURFACES SHALL BE FIELD INSPECTED AND MODIFIED TO ENSURE PROPER CONTACT. NO WASHERS ARE ALLOWED BETWEEN THE ITEMS BEING GROUNDED. ALL CONNECTIONS ARE TO HAVE A NON-OXIDIZING AGENT APPLIED PRIOR TO INSTALLATION.
 - IF CONDUCTORS MUST RUN THROUGH CONDUIT, BOTH ENDS OF CONDUIT SHALL BE GROUNDED. SEAL BOTH ENDS OF CONDUIT WITH SILICONE CAULK.
 - EXTERNAL CONNECTIONS
 - ALL BURIED GROUNDING CONNECTIONS SHALL BE MADE BY THE EXOTHERMIC WELD PROCESS. CONNECTIONS SHALL INCLUDE ALL CABLE TO CABLE, SPLICES, TEE'S, CROSSES, ETC. ALL CABLE TO GROUND RODS, GROUND ROD SPLICES AND LIGHTNING PROTECTION SYSTEMS ARE TO BE AS INDICATED. ALL MATERIALS USED (MOLDS, WELDING METAL, TOOLS, ETC.) SHALL BE BY "ULTRAWELD" AND INSTALLED PER MANUFACTURER'S RECOMMENDED PROCEDURES.
 - ALL ABOVE GRADE GROUNDING AND BONDING CONDUCTORS SHALL BE CONNECTED BY TWO HOLE CRIMP TYPE (COMPRESSION) CONNECTIONS (EXCEPT FOR THE ACEG AND GROUND ROD). MECHANICAL CONNECTIONS, FITTINGS OR CONNECTIONS THAT DEPEND SOLELY ON SOLDER SHALL NOT BE USED. ALL CABLE TO CABLE CONNECTIONS SHALL BE HIGH PRESSURE DOUBLE CRIMP TYPE CONNECTIONS. CONNECTIONS TO STRUCTURAL STEEL SHALL BE EXOTHERMIC WELDS.

- Attachment: BS90XSI50B_CONSTDWGS90_20160614_A1P (3670 : Main Street (Mobilitie))

- C. GROUND RODS: ALL GROUND RODS SHALL BE 5/8-INCH DIAMETER X 10'-0" LONG "COPPERWELD" OR APPROVED EQUAL, OF THE NUMBER AND LOCATIONS INDICATED. GROUND RODS SHALL BE GIVEN FULL LENGTH VERTICAL IN UNDISTURBED EARTH.
- D. GROUND CONDUCTORS: ALL GROUND CONDUCTORS SHALL BE STANDARD TINNED SOLID BARE COPPER ANNEALED, AND OF SIZE INDICATED ON DRAWINGS UNLESS OTHERWISE NOTED.
- E. LUGS
- LUGS SHALL BE 2-HOLE, LONG BARREL, STRAND COPPER UNLESS OTHERWISE SPECIFIED IN THE CONTRACT DOCUMENTS. LUGS SHALL BE THOMAS AND BETTS SERIES #54____BE OR EQUIVALENT

- | | | | | |
|----|------|------|----------|---------|
| A. | 535 | MCM | DLO | 54880BE |
| B. | 262 | MCM | DLO | 54872BE |
| C. | #1/0 | DLO | | 54862BE |
| D. | #4/0 | THWN | AND BARE | 54866BE |
| E. | #2/0 | THWN | | 54862BE |
| F. | #2 | THHN | | 54207BE |
| G. | #6 | DLO | | 54205BE |

- WHEN THE DIRECTION OF THE CONDUCTOR MUST CHANGE, IT SHALL BE DONE GRADUALLY. THE CURVATURE OF THE TURN SHALL BE DONE IN ACCORDANCE WITH THE FOLLOWING CHART:

<u>GROUNDING CONDUCTOR SIZE</u>	<u>MINIMUM BENDING RADIUS TO INSIDE EDGE</u>
NO. 6 AWG TO NO. 4 AWG	6 INCHES
NO. 2 AWG TO NO 1/0 AWG	8 INCHES
NO. 2/0 AWG TO 4/0 AWG	12 INCHES
250 MCM TO 750 MCM	24 INCHES

8. GROUNDING RESISTANCE TEST REPORT: UPON COMPLETION OF THE TESTING FOR EACH SITE, A TEST REPORT SHOWING RESISTANCE IN OHMS MUST BE SUBMITTED. TWO (2) SETS OF TEST DOCUMENTS FROM THE INDEPENDENT TESTING SERVICE ARE TO BE BOUND AND SUBMITTED WITHIN ONE (1) WEEK OF WORK COMPLETION.

POLES, POSTS, AND STANDARDS
(SINGLE MAST AND SELF SUPPORTING TOWERS)

1. GENERAL
 - A. LIGHTNING ROD AND EXTENSION PIPE INCLUDING ALL APPURTENANCES, TO BE FURNISHED BY OWNER, IF REQUIRED.
 - B. GROUNDING: GROUND METAL POLES WITH A MINIMUM OF #2 AWG TINNED SOLID BARE COPPER CONDUCTOR CADWELDED TO TOWER BASE PLATE.

TELECOMMUNICATIONS WIRING COMPONENTS (COAXIAL ANTENNA CABLE)

1. GENERAL
 - A. ALL MATERIALS, PRODUCTS OR PROCEDURES INCORPORATED INTO WORK SHALL BE NEW AND OF STANDARD COMMERCIAL QUALITY.
 - B. ALL MATERIALS AND PRODUCTS SPECIFIED IN THE CONTRACT DOCUMENTS SHALL BE SUPPLIED BY THE CONTRACTOR UNLESS NOTED OTHERWISE.
2. MATERIALS:
 - A. COAXIAL CABLE:
 - INSTALL COAXIAL CABLE AND TERMINATIONS BETWEEN ANTENNAS AND EQUIPMENT PER MANUFACTURER'S RECOMMENDATIONS WITH COAXIAL CABLES SUPPORTED AT NO MORE THAN 3'-0" O.C. WEATHERPROOF ALL CONNECTORS BETWEEN THE ANTENNA AND EQUIPMENT PER MANUFACTURER'S REQUIREMENTS. TERMINATE ALL COAXIAL CABLE THREE FEET (3') IN EXCESS OF EQUIPMENT LOCATION UNLESS OTHERWISE STATED.
 - LENGTHS LESS THAN OR EQUAL TO 100 FEET SHALL BE 7/8".
3. ANTENNA AND COAXIAL CABLE GROUNDING
 - A. ALL COAXIAL CABLE GROUNDING KITS ARE TO BE INSTALLED ON STRAIGHT RUNS OF COAXIAL CABLE (NOT WITHIN BENDS)
4. COAXIAL CABLE IDENTIFICATION
 - A. TO PROVIDE EASY IDENTIFICATION AND UNIFORM MARKING OF ANTENNA CABLING, PLASTIC TAGS SHALL BE USED AT THE FOLLOWING LOCATIONS:
 - FIRST LOCATION IS AT THE END OF THE COAX NEAREST THE ANTENNA (WHERE THE COAXIAL CABLE AND JUMPER ARE CONNECTED).
 - SECOND LOCATION IS AT END OF THE COAX NEAREST THE EQUIPMENT.
 - B. USE ANDREW CABLE TIES (PT.# 27290) TO SECURE IDENTIFICATION TAGS.
 - TESTING: LESSEE SHALL PROVIDE AN INDEPENDENT TESTING AGENCY TO PERFORM THE COAXIAL SWEEP TEST & REPORT. THE CONTRACTOR IS TO PROVIDE ONE LIMBER/QUALIFIED PERSONNEL TO ASSIST IN ANY REPAIRS AND WEATHERPROOFING ONCE THE TEST IS COMPLETE. THE CONTRACTOR IS TO PROVIDE LESSEE WITH A MINIMUM OF 48 HOURS NOTICE PRIOR TO THE TIME OF THE SWEEP TEST.



PROJECT NO:	9MAB001636
DRAWN BY:	RC
CHECKED BY:	SJB

A	06-14-16	FOR CLIENT REVIEW
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KMB DESIGN GROUP, LLC

Stephen A. Bray

PROFESSIONAL ENGINEER

PRELIMINARY
NOT FOR CONSTRUCTION

MA LICENSE: 47770 6/14/16

IT IS A VIOLATION OF THE LAW FOR ANY PERSON,
UNLESS THEY ARE ACTING UNDER THE DIRECTION OF
A LICENSED PROFESSIONAL ENGINEER, TO ALTER
THIS DOCUMENT

BS90XSI50B

MAIN ST & BRIDGE ST
SPRINGFIELD, MA 01103

UTILITY POLE

SHEET TITLE
 GENERAL NOTES

SHEET NUMBER
GN-2



City Council
36 Court Street
Springfield, MA 01103

Meeting: 11/14/16 07:00 PM
Department: Department of Public Works
Category: General
Prepared By: Hector Velez
Initiator: Hector Velez
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3671

TABLED

PETITION (ID # 3671)

Taylor Street (Mobilitie)

CITY OF SPRINGFIELD, MASSACHUSETTS

Date: September 27, 2016

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

The Board of Public Works, to which was referred the petition of Mobilitie dated August 28, 2016 to install a high-speed network antenna on Taylor Street. Seventy-five (75') feet network antenna will be install north side of Taylor Street, to be located on the sidewalk approximately ninety (90') feet from Dwight Street northeasterly direction. The purpose of the high speed network antenna is to provide wireless service around the area, all as substantially shown on a plan attached, referred to BS90XS152A Taylor Street, which is incorporated herein by reference and to lay and maintain underground laterals, cables and wires in the above public ways for the purpose of making connections with the pole as it may desire for distributing purposes, reports thereon as follows:

By virtue of Chapter 708 of the Acts of 1977 the Board of Public Works held the hearing on the above matter provided for in Section 22 of Chapter 166 of the General Laws. The hearing was held on September 26, 2016 at 5:00 P.M. at the corner of Dwight Street & Taylor Street Springfield, MA. Three (3) members of the Board and two (2) persons 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 to provide high speed wireless network service to the business around the area.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____)
 _____) BOARD OF PUBLIC WORKS
 _____)

Petition (ID # 3671)

Meeting of November 14, 2016

HISTORY:

10/03/16	City Council	REFER TO COMMITTEE	Next: 10/17/16
10/17/16	City Council	REFER TO COMMITTEE	Next: 11/14/16

RESULT:	REFER TO COMMITTEE	Next: 12/5/2016 7:00 PM
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SITE ID: 9MAB001638 / BS90XSI52A

TAYLOR ST & DWIGHT ST

SPRINGFIELD, MA 01103



Know what's below.
Call before you dig.

GENERAL NOTES

THE FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. A TECHNICIAN WILL VISIT THE SITE AS REQUIRED FOR ROUTINE MAINTENANCE. THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT DISTURBANCE OR EFFECT ON DRAINAGE; NO SANITARY SEWER SERVICE, POTABLE WATER OR TRASH DISPOSAL IS REQUIRED AND NO COMMERCIAL SIGNAGE IS PROPOSED.

SITE INFORMATION

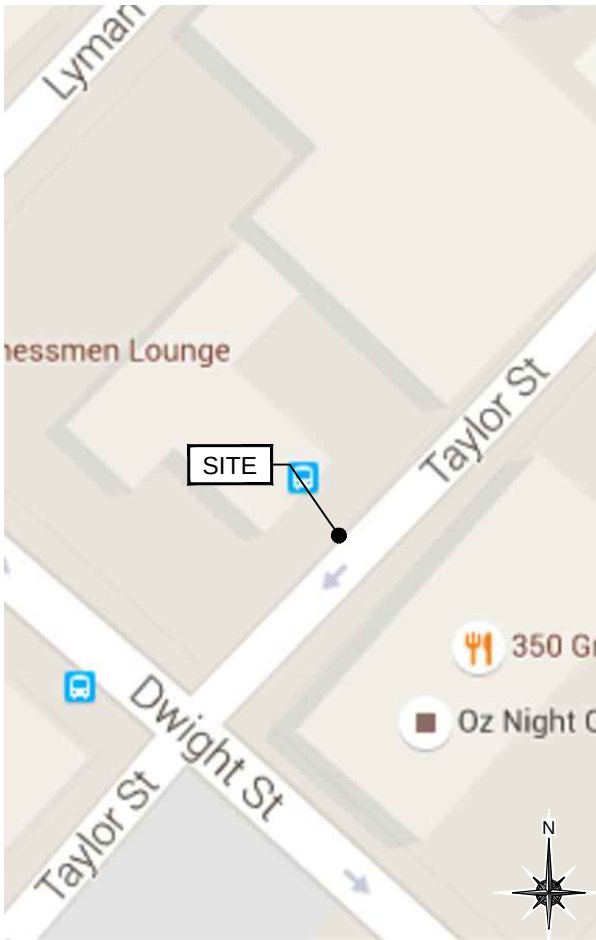
PROPERTY OWNER:	PUBLIC RIGHT-OF-WAY
ADDRESS/CROSS STREET:	TAYLOR ST & DWIGHT ST SPRINGFIELD, MA 01103
APPLICANT:	MOBILITIE, LLC
APPLICANT ADDRESS:	925B PEACHTREE STREET NE, SUITE 710 ATLANTA, GA 30309 PHONE: (312) 638-5400
LATITUDE:	N 42° 06' 21.9" (42.106098)
LONGITUDE:	W 72° 35' 28.9" (-72.591349)
LAT/LONG TYPE:	NAD 83
GROUND ELEVATION:	±69' AMSL
COUNTY:	HAMPDEN COUNTY
JURISDICTION:	SPRINGFIELD CITY

BEFORE SCALING:

CONTRACTORS SHALL VERIFY ALL PLANS, EXISTING DIMENSIONS & FIELD CONDITIONS ON THE JOB SITE & SHALL IMMEDIATELY NOTIFY THE ARCHITECT/ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

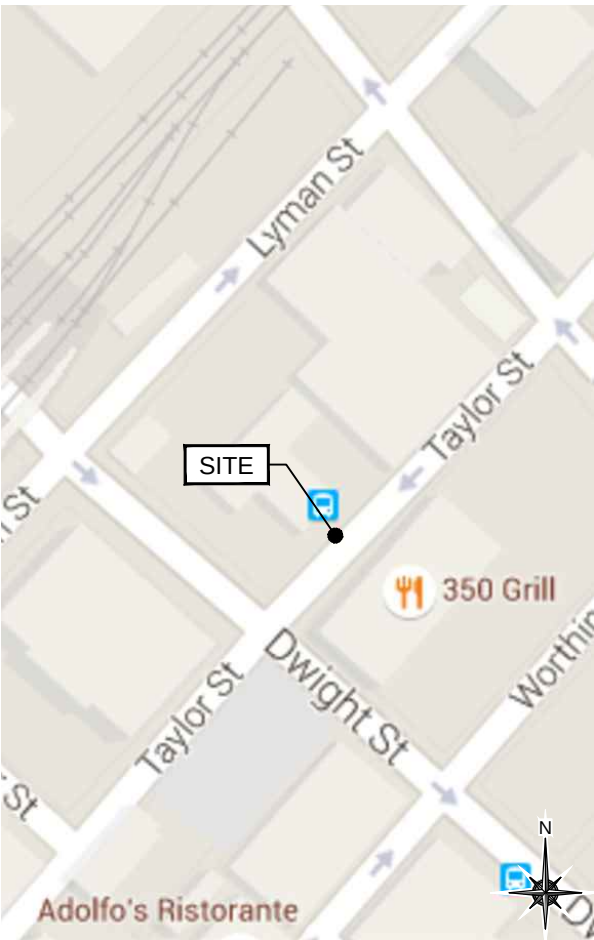
LOCATION MAPS

VICINITY MAP



MAP DATA © 2015 GOOGLE

REGIONAL MAP



MAP DATA © 2015 GOOGLE

PROJECT DESCRIPTION

END USER PROPOSES TO INSTALL EQUIPMENT ON PROPOSED UTILITY POLE WITHIN AN EXISTING RIGHT-OF-WAY. THE SCOPE WILL CONSIST OF THE FOLLOWING:

- INSTALL PROPOSED BACKHAUL TRANSPORT ON PROPOSED UTILITY POLE

CODES

2015 INTERNATIONAL BUILDING CODE
2014 NATIONAL ELECTRICAL CODE

DRAWING INDEX

SHEET NO:	SHEET TITLE
0.0	TITLE SHEET
1.0	SITE PLAN & EXHIBIT PHOTO
2.0	POLE ELEVATION
2.1	POLE ELEVATION
3.0	ANTENNA & EQUIPMENT MOUNTING DETAILS
3.1	ANTENNA & EQUIPMENT SPECIFICATIONS
4.0	ELECTRICAL DETAILS
5.0	GROUNDING DETAILS
6.0	EQUIPMENT & SAFETY LABELS
6.1	TRAFFIC CONTROL PLAN
6.2	TRAFFIC CONTROL PLAN
6.3	TRAFFIC CONTROL PLAN
GN-1	GENERAL NOTES
GN-2	GENERAL NOTES

THESE DRAWINGS ARE BASED ON SITE INFORMATION PROVIDED TO KMB.
KMB HAS NOT PERFORMED FIELD VERIFICATION.

ARCHITECT/ENGINEER

KMB DESIGN GROUP, LLC
1800 ROUTE 34, SUITE 209
WALL, NJ 07719
FOR QUESTIONS EMAIL: designteam@kmbdg.com
TEL: (732) 280-5623
FAX: (732) 280-3980
www.KMBDG.com

mobilitie

The first two steps are the most important. The first step is to identify the problem. The second step is to define the problem. The third step is to identify the causes of the problem. The fourth step is to identify the effects of the problem. The fifth step is to identify the stakeholders involved in the problem. The sixth step is to identify the resources available to solve the problem. The seventh step is to identify the constraints on the problem. The eighth step is to identify the risks associated with the problem. The ninth step is to identify the opportunities associated with the problem. The tenth step is to identify the solutions to the problem.

PROJECT NO:	9MAB001638
DRAWN BY:	RC
CHECKED BY:	SJB

A	06-14-16	FOR CLIENT REVIEW

KMB DESIGN GROUP, LLC

Stephen A. Bray
PROFESSIONAL ENGINEER

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THIS DOCUMENT

BS90XSI52A

TAYLOR ST & DWIGHT ST
SPRINGFIELD, MA 01103

UTILITY POLE

SHEET TITLE

TITLE SHEET

SHEET NUMBER

0.0



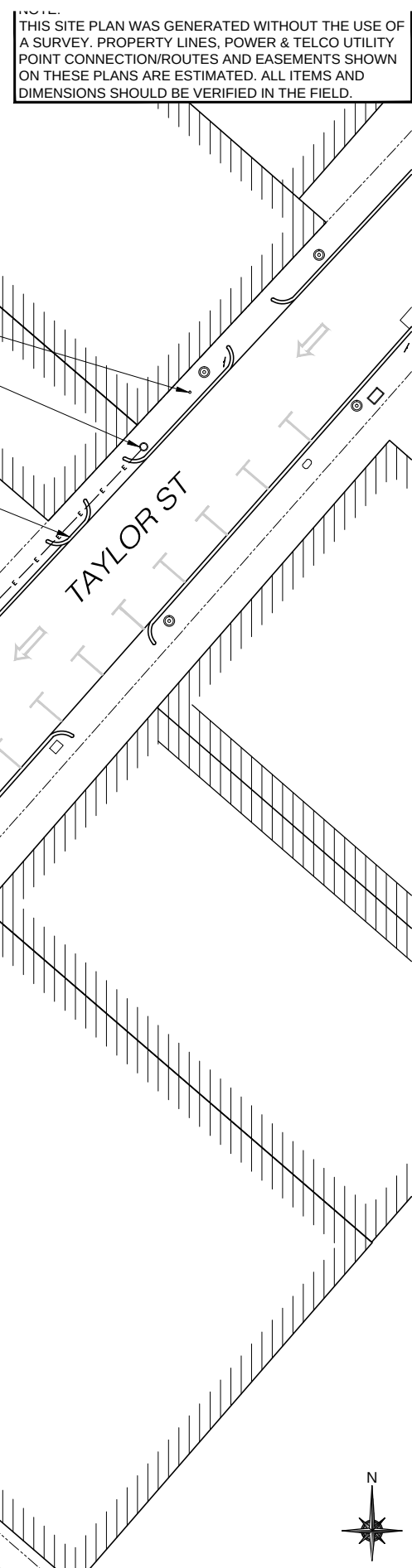
1

SCALE: NTS



2

SCALE: NTS



3

11x17 SCALE: 1/32" = 1'-0"	24x36 SCALE: 1/16" = 1'-0"
----------------------------	----------------------------

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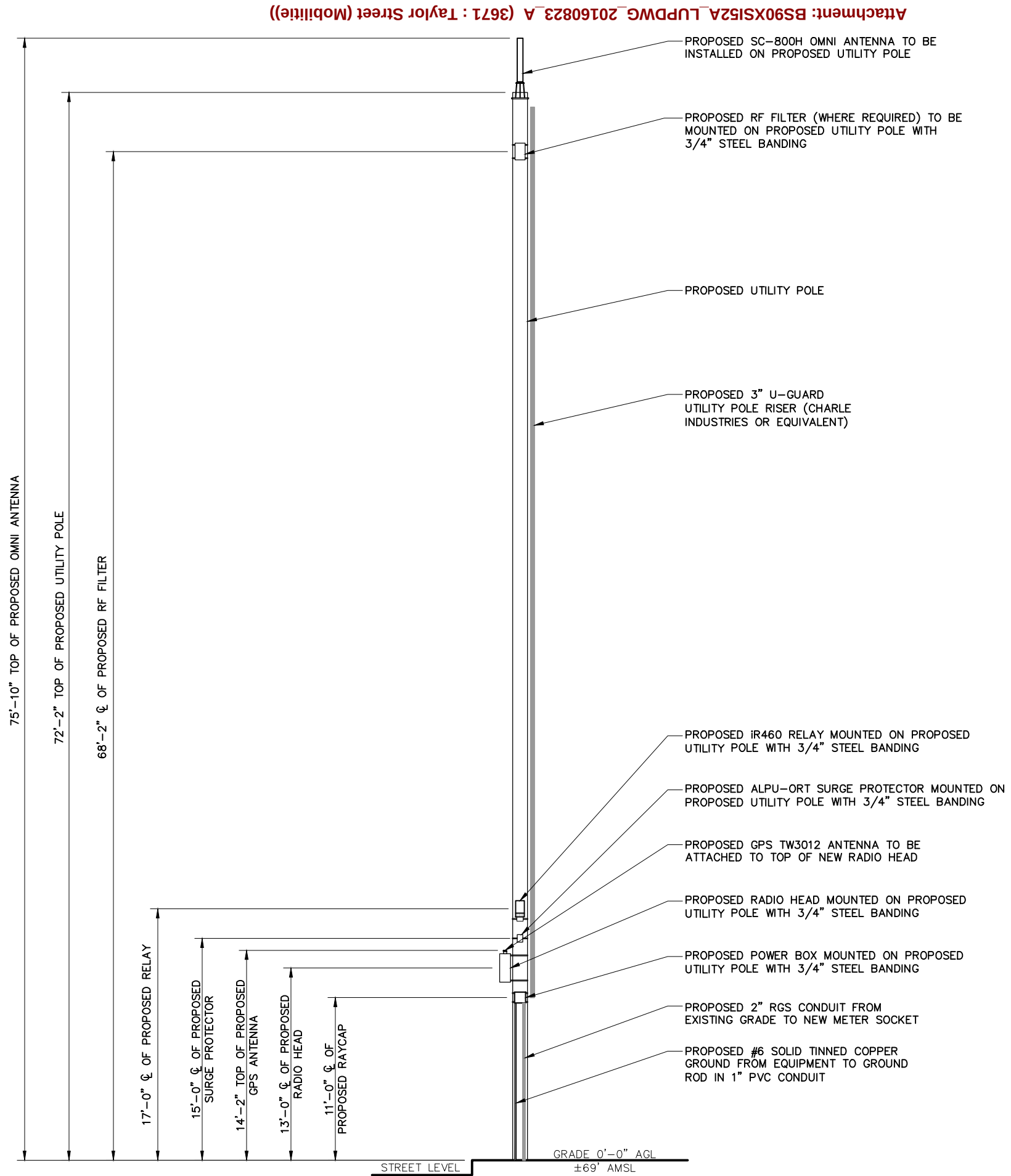
TAYLOR ST & DWIGHT ST
SPRINGFIELD, MA 01103

UTILITY POLE

SHEET TITLE
SITE PLAN & EXHIBIT PHOTO

SHEET NUMBER
1.0

NO. 1. _____
KMB DESIGN GROUP, LLC HAS NOT PERFORMED A FULL
STRUCTURAL ANALYSIS ON THE POLE AND MOUNTS AS
PART OF THIS SUBMITTAL. STRUCTURAL ANALYSIS
REPORT TO BE PROVIDED UNDER SEPARATE COVER AND
OBTAINED BY CONTRACTOR PRIOR TO CONSTRUCTION.



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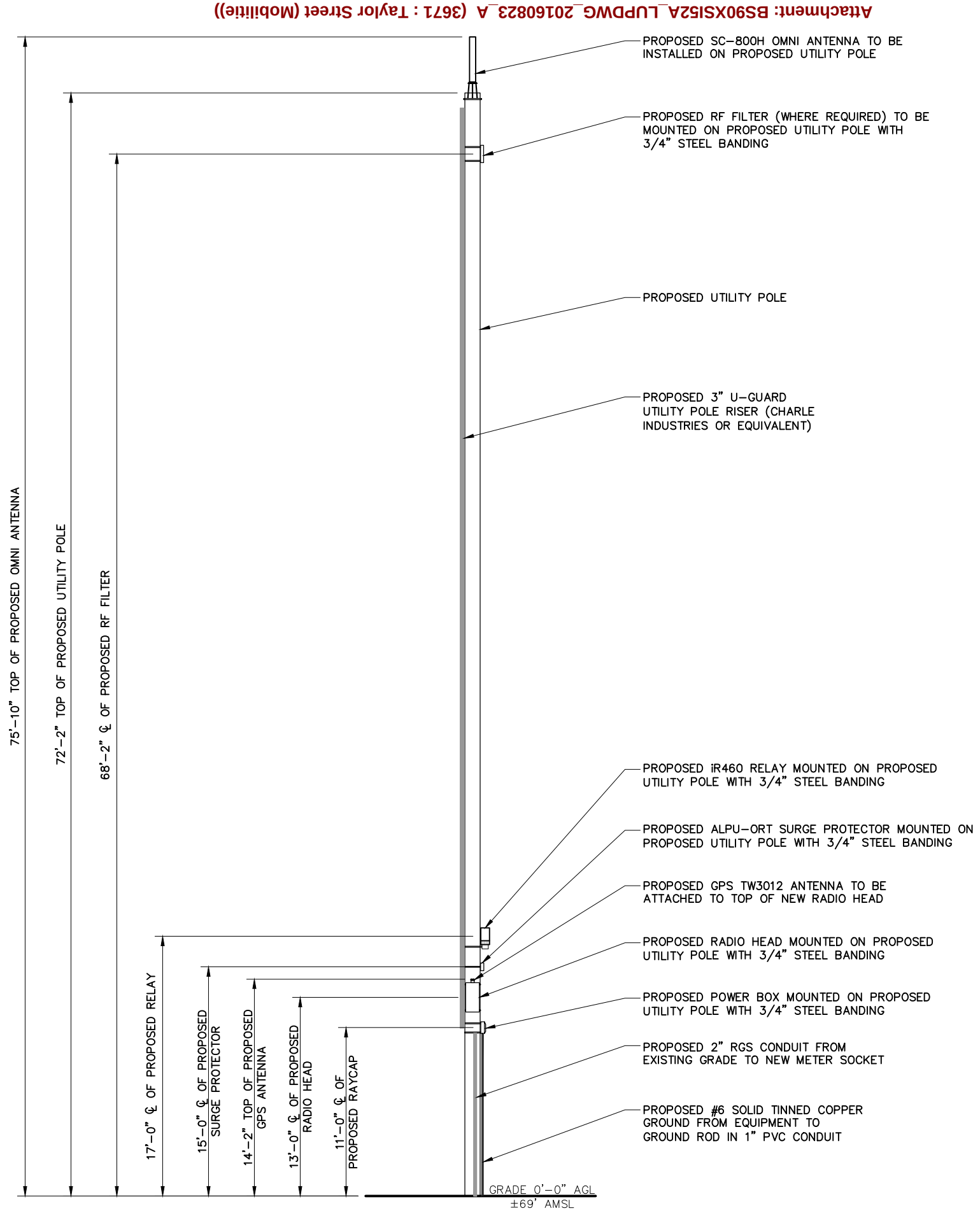
UTILITY POLE

SHEET TITLE
POLE ELEVATION

SHEET NUMBER

2.0

NO. 1. KMB DESIGN GROUP, LLC HAS NOT PERFORMED A FULL STRUCTURAL ANALYSIS ON THE POLE AND MOUNTS AS PART OF THIS SUBMITTAL. STRUCTURAL ANALYSIS REPORT TO BE PROVIDED UNDER SEPARATE COVER AND OBTAINED BY CONTRACTOR PRIOR TO CONSTRUCTION.



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DRAWN BY:	RC
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SPRINGFIELD, MA 01103

UTILITY POLE

SHEET TITLE

POLE ELEVATION

SHEET NUMBER

2.1

PROJECT NO:	9MAB001638
DRAWN BY:	RC
CHECKED BY:	SJB

The seal is rectangular with a black border. At the top, it reads "KMB DESIGN GROUP, LLC". Below that is the name "Stephen A. Bray" in a large serif font, followed by "PROFESSIONAL ENGINEER" in a smaller sans-serif font. In the center is a red rounded rectangle containing the word "PRELIMINARY" in large red capital letters and "NOT FOR CONSTRUCTION" in smaller red capital letters below it. The bottom section contains two horizontal dashed lines, followed by the text "MA LICENSE: 47770" on the left and "6/14/16" on the right. At the very bottom, a small disclaimer states: "IT IS A VIOLATION OF THE LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT."

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SPRINGFIELD, MA 01103

UTILITY POLE

SHEET TITLE

ANTENNA & EQUIPMENT MOUNTING DETAILS

SHEET NUMBER
3.0



SCALE: NTS



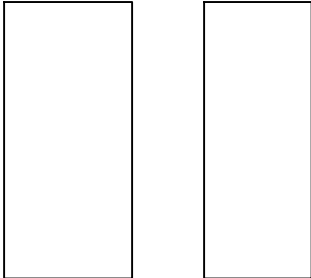
SCALE: NTS



SCALE: NTS

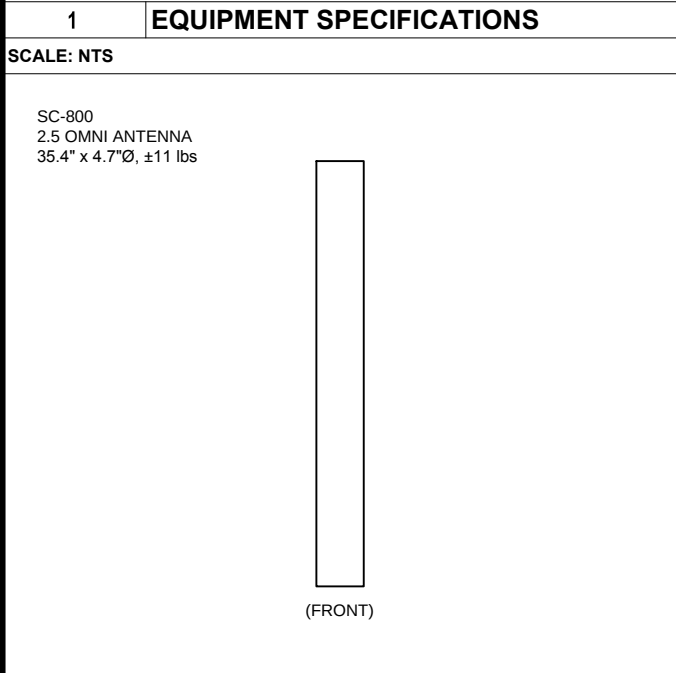
Attachment: BS90XS152A_LUPDWG_20160823_A (3671 : Taylor Street (Mobilitie))

AH4000
RADIO HEAD
20.1" x 9.1" x 8.9", ±55.1 lbs



(FRONT)

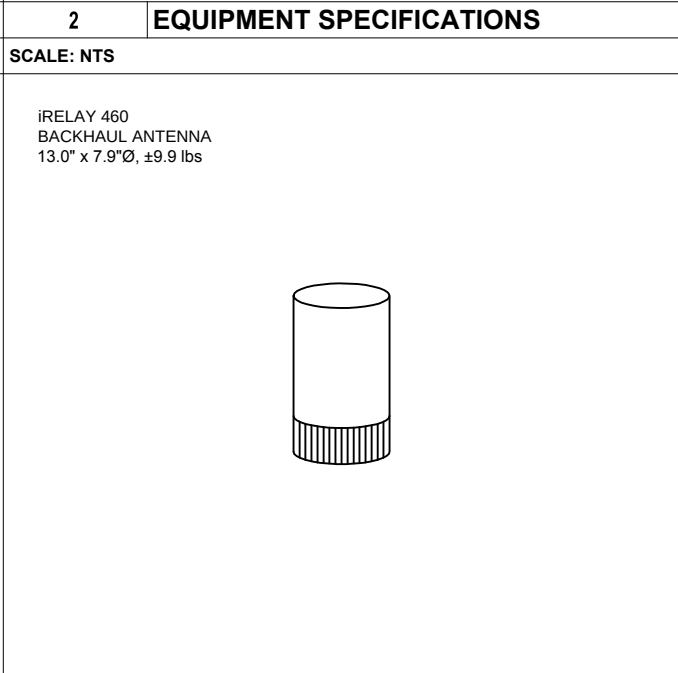
(SIDE)



TW3012
GPS ANTENNA
0.8" x 2.6"Ø, ±0.3 lbs


(PLAN)


(FRONT)

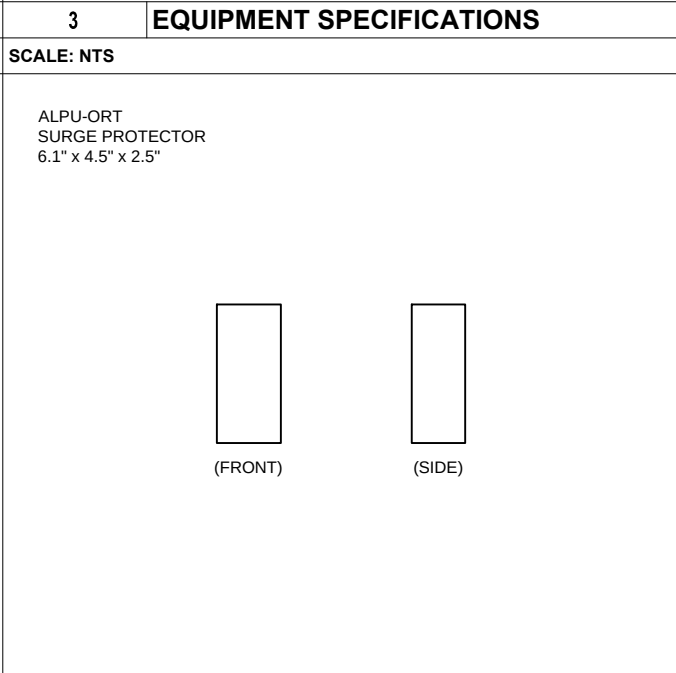


RSTAC-3112-P-120
AC POWER PANEL
9.25" x 9.50" x 3.81"

The technical drawing consists of two parts. The front view on the left shows a square panel with a recessed square center, creating a frame-like appearance. A small circle is located at the bottom center of the panel. The side view on the right shows the panel's profile, which is a thin rectangle with a small protrusion on the left side.

(FRONT)

(SIDE)



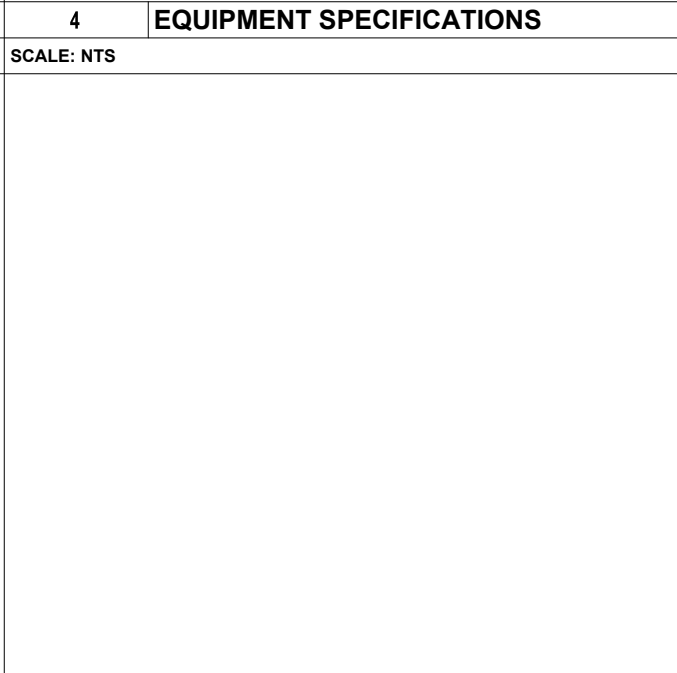
FIMBW2593S-1C
RF FILTER

13.6" x 8.1" x 2.4 ±7.7 lbs

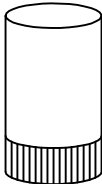
The image displays two technical drawings of the FIMBW2593S-1C RF Filter. The left drawing is a front view, showing a square component with a small rectangular flange at the top and bottom, each featuring two circular mounting holes. The right drawing is a side view, showing the component's profile with a central vertical slot and mounting flanges on both the top and bottom.

(FRONT)

(SIDE)



1	EQUIPMENT SPECIFICATIONS
SCALE: NTS	
SC-800 2.5 OMNI ANTENNA 35.4" x 4.7"Ø, ±11 lbs	(FRONT)

2	EQUIPMENT SPECIFICATIONS
SCALE: NTS	
iRELAY 460 BACKHAUL ANTENNA 13.0" x 7.9"Ø, ±9.9 lbs 	

2	EQUIPMENT SPECIFICATIONS
SCALE: NTS	
iRELAY 460 BACKHAUL ANTENNA 13.0" x 7.9"Ø, ±9.9 lbs	

6	EQUIPMENT SPECIFICATIONS
SCALE: NTS	

6	EQUIPMENT SPECIFICATIONS
SCALE: NTS	



3	EQUIPMENT SPECIFICATIONS
SCALE: NTS	
ALPU-ORT SURGE PROTECTOR 6.1" x 4.5" x 2.5"	
(FRONT)	(SIDE)

7	EQUIPMENT SPECIFICATIONS
SCALE: NTS	

7	EQUIPMENT SPECIFICATIONS
SCALE: NTS	



4	EQUIPMENT SPECIFICATIONS
SCALE: NTS	



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TAYLOR ST & DWIGHT ST
SPRINGFIELD, MA 01103

UTILITY POLE

SHEET TITLE	
ANTENNA & EQUIPMENT SPECIFICATIONS	

SHEET NUMBER
3.1

WORK INCLUDES:

THESE NOTES AND ACCOMPANYING DRAWINGS COMPLEMENT THE PROVISIONS AND INSTALLATIONS BY THE ELECTRICAL CONTRACTOR, OF ALL LABOR, MATERIALS AND EQUIPMENT REQUIRED TO INSTALL THE ELECTRICAL WORK COMPLETE IN CONNECTION WITH THIS UTILITY SITE AND SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING:

1. THE PROVISIONS, INSTALLATION AND CONNECTION OF A GROUNDING ELECTRODE SYSTEM COMPLETE WITH SECONDARY GROUNDING, AND CONNECTIONS TO THE INCOMING ELECTRICAL DISTRIBUTION EQUIPMENT.
2. THE PROVISION AND INSTALLATION OF AN OVERHEAD ELECTRICAL SERVICE OR UNDERGROUND ELECTRICAL SERVICE AND ALL ASSOCIATED WIRE AND CONDUIT AS REQUIRED AND/OR INDICATED ON PLANS.
3. THE PROVISION AND INSTALLATION OF CONDUIT AND CONNECTIONS FOR LOCAL FIBER SERVICE.
4. THE FURNISHING AND INSTALLATION OF THE ELECTRICAL SERVICE ENTRANCE CONDUCTORS, CONDUITS, METER SOCKET, AND CONNECTIONS TO THE SERVICE EQUIPMENT.
5. ALL CONDUITS SHOULD BE LEFT WITH NYLON PULL CORD FOR FUTURE USE.
6. EXCAVATION, TRENCHING, AND BACKFILLING FOR CONDUIT(S), CABLE(S) AND EXTERNAL GROUNDING SYSTEM.

CODES, PERMITS AND FEES:

1. ALL REQUIRED PERMITS, LICENSES, INSPECTIONS AND APPROVALS SHALL BE SECURED AND ALL FEES FOR SAME PAID BY CONTRACTOR.
2. THE INSTALLATION SHALL COMPLY WITH ALL APPLICABLE CODES: STATE, LOCAL AND NATIONAL AND THE DESIGN, PERFORMANCE CHARACTERISTICS AND METHODS OF CONSTRUCTION OF ALL ITEMS AND EQUIPMENT SHALL BE IN ACCORDANCE WITH THE LATEST ISSUE OF THE VARIOUS APPLICABLE STANDARD SPECIFICATIONS OF THE FOLLOWING AUTHORITIES:

N.E.C.	NATIONAL ELECTRICAL CODE
A.N.S.I.	AMERICAN NATIONAL STANDARDS INSTITUTE
I.E.E.E.	INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS
A.S.T.M.	AMERICAN SOCIETY FOR TESTING MATERIALS
N.E.M.A.	NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION
U.I.	UNDERWRITERS LABORATORIES, INC.
N.F.P.A.	NATIONAL FIRE PROTECTION ASSOCIATION

RACEWAYS AND WIRING:

1. WIRING OF EVERY KIND MUST BE INSTALLED IN CONDUIT, UNLESS NOTED OTHERWISE, OR AS APPROVED BY THE ARCHITECT/ENGINEER.
2. UNLESS OTHERWISE SPECIFIED, ALL WIRING SHALL BE COPPER (CU) TYPE THWN, SIZED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE AND LOCAL CODES.
3. RACEWAYS SHALL BE GALVANIZED STEEL, SIZED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE AND LOCAL CODES UNLESS OTHERWISE NOTED. ALL RACEWAYS SHALL BE APPROVED FOR THE INSTALLATION.
4. PULL OR JUNCTION BOXES SHALL BE PROVIDED AS REQUIRED TO FACILITATE INSTALLATION OF RACEWAYS AND WIRING. PROVIDE JUNCTION AND PULLBOXES FOR CONDUIT RUNS WITH MORE THAN (360) DEGREES OF BENDS.
5. PROVIDE A COMPLETE RACEWAY AND WIRING INSTALLATION, PERMANENTLY AND EFFECTIVELY GROUNDED IN ACCORDANCE WITH ARTICLE 250 OF THE NATIONAL ELECTRICAL CODE AND LOCAL CODES.
6. ALL STEEL CONDUIT SHALL BE BONDED AT BOTH ENDS WITH GROUNDING BUSHING.

GENERAL NOTES:

SEE DETAILS, SCHEDULES AND SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS AND INFORMATION. CHECK ARCHITECTURAL, STRUCTURAL, AND OTHER MECHANICAL AND ELECTRICAL DRAWINGS FOR SCALE, SPACE LIMITATIONS, COORDINATION, AND ADDITIONAL INFORMATION, ETC. REPORT ANY DISCREPANCIES, CONFLICTS, ETC. TO ARCHITECT/ENGINEER BEFORE SUBMITTING BID. ALL EQUIPMENT FURNISHED BY OTHERS (FBO) SHALL BE PROVIDED WITH PROPER MOTOR STARTERS, DISCONNECTS, CONTROLS, ETC. BY THE ELECTRICAL CONTRACTOR UNLESS SPECIFICALLY NOTED OTHERWISE. THE ELECTRICAL CONTRACTOR SHALL INSTALL AND COMPLETELY WIRE ALL ASSOCIATED EQUIPMENT IN ACCORDANCE WITH MANUFACTURER'S WIRE DIAGRAM AND AS REQUIRED FOR A COMPLETE OPERATING INSTALLATION. ELECTRICAL CONTRACTOR SHALL VERIFY AND COORDINATE ELECTRICAL CHARACTERISTICS AND REQUIREMENTS OF (FBO) EQUIPMENT PRIOR TO ROUGH-IN OF CONDUIT AND WIRING TO AVOID CONFLICTS.

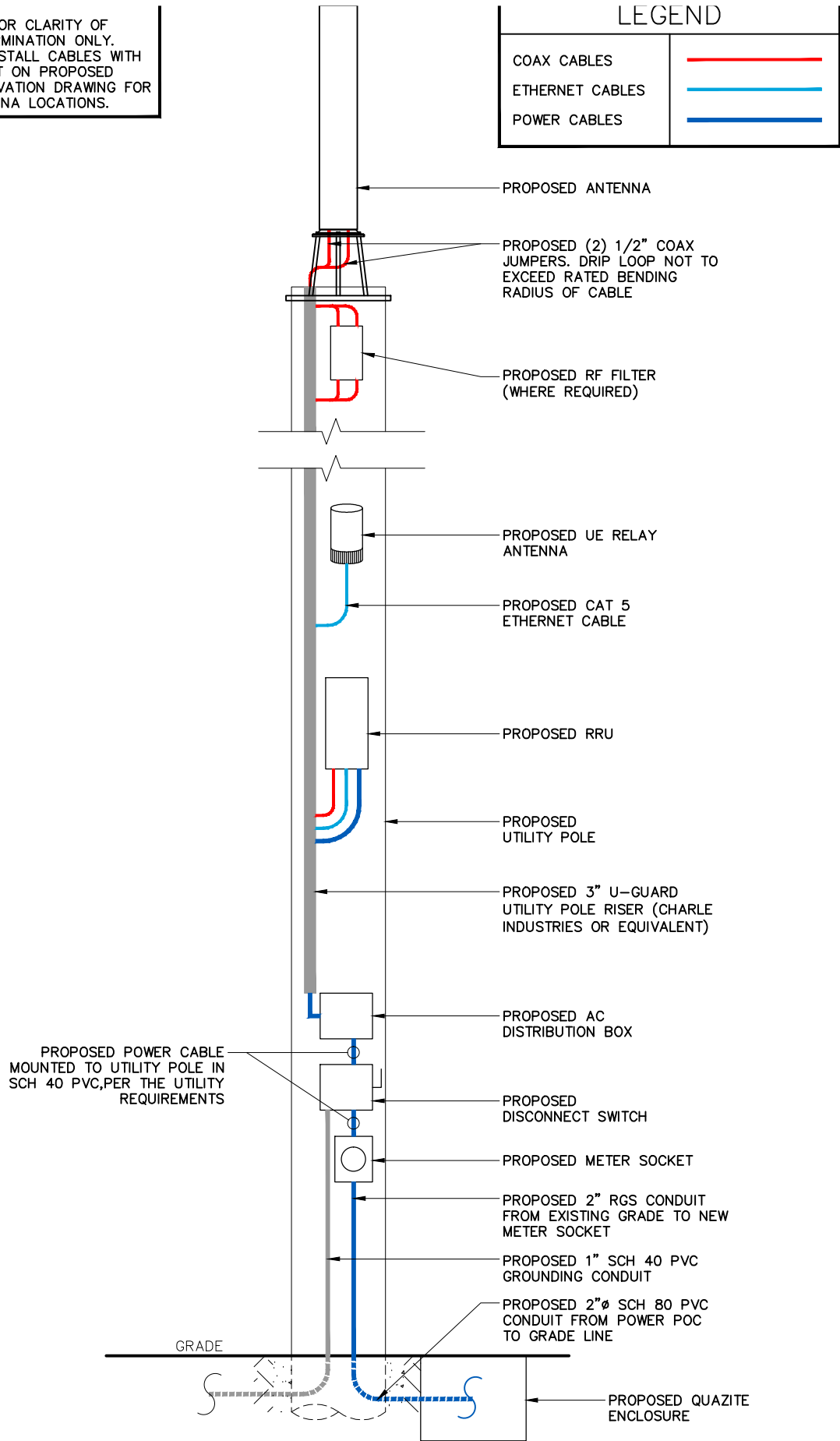
COORDINATION WITH UTILITY COMPANY:

THE ELECTRICAL CONTRACTOR SHALL COORDINATE COMPLETE ELECTRICAL SERVICE WITH LOCAL UTILITY COMPANY FOR A COMPLETE OPERATIONS SYSTEM, INCLUDING TRANSFORMER CONNECTIONS, CONCRETE TRANSFORMER PADS, IF REQUIRED, METER SOCKETS, PRIMARY CABLE RACEWAY REQUIREMENTS, SECONDARY SERVICE, ETC. PRIOR TO SUBMITTING BID TO INCLUDE ALL LABOR AND MATERIALS. THE ELECTRICAL CONTRACTOR SHALL INCLUDE IN THE BID ANY OPTIONAL OR EXCESS FACILITY CHARGES ASSOCIATED WITH PROVIDING ELECTRICAL SERVICE FROM LOCAL UTILITY COMPANY. VERIFY BEFORE BIDDING TO INCLUDE ALL COSTS. THE ELECTRICAL CONTRACTOR SHALL VERIFY THE AVAILABLE FAULT CURRENT WITH THE LOCAL UTILITY COMPANY PRIOR TO SUBMITTING BID. ADJUST A.I.C. RATINGS OF ALL OVER CURRENT PROTECTION DEVICES IN DISTRIBUTION EQUIPMENT AS REQUIRED TO COORDINATE WITH AVAILABLE FAULT CURRENT FROM LOCAL UTILITY COMPANY.

1	NOTES
The diagram illustrates the internal layout of an AC Distribution Panel. Key components and their connections are labeled as follows: SPACE FOR FUTURE CIRCUIT BREAKER EXPANSION: Indicated by arrows pointing to the top-left area of the panel. DIN MOUNT SURGE PROTECTION DEVICE: A curved line connects this device to the top-right terminal block. 20 AMP CIRCUIT BREAKER: Located in the top-right terminal block. 5 AMP CIRCUIT BREAKER: Located in the bottom-right terminal block. ISOLATED NEUTRAL BUSBAR: A vertical busbar on the right side of the panel. NEUTRAL/GROUND BONDING STRIP: A horizontal strip at the bottom connecting the isolated neutral busbar to the ground busbar. GROUND BUSBAR: A vertical busbar on the left side of the panel. L2 CONNECTION TERMINAL: Points to the top-left terminal block. L1 CONNECTION TERMINAL: Points to the bottom-left terminal block.	
2	AC DISTRIBUTION PANEL
SCALE: NTS	

NOTE:

CABLING DIAGRAM IS FOR CLARITY OF CABLE ROUTE AND TERMINATION ONLY. CONTRACTOR SHALL INSTALL CABLES WITH MINIMAL VISUAL IMPACT ON PROPOSED UTILITY POLE. SEE ELEVATION DRAWING FOR EQUIPMENT AND ANTENNA LOCATIONS.



LEGEND

COAX CABLES	
ETHERNET CABLES	
POWER CABLES	



PROJECT NO:	9MAB001638
DRAWN BY:	RC
CHECKED BY:	SJB

A	06-14-16	FOR CLIENT REVIEW

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PROFESSIONAL ENGINEER

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TAYLOR ST & DWIGHT ST
SPRINGFIELD, MA 01103

UTILITY POLE

SHEET TITLE

ELECTRICAL DETAILS

SHEET NUMBER

4.0



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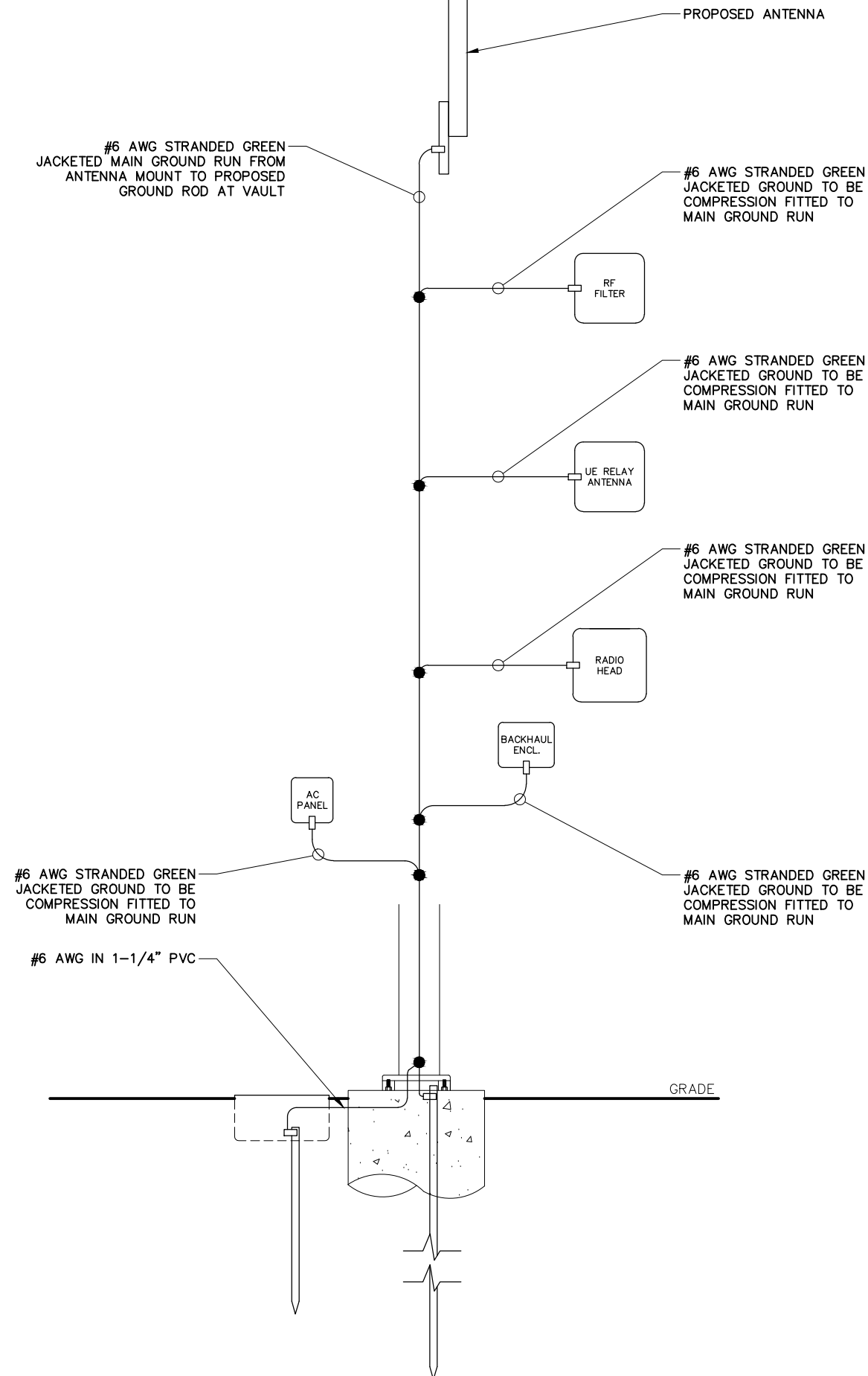
UTILITY POLE

SHEET TITLE

GROUNDING DETAILS

SHEET NUMBER

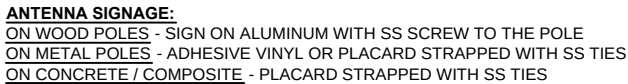
5.0



LEGEND

- CADWELD CONNECTION
- MECHANICAL CONNECTION
- COMPRESSION CONNECTION

NOTE:
GROUNDING RISER FOR DIAGRAMMATIC
PURPOSES ONLY. SEE ELEVATION DRAWING
FOR EQUIPMENT AND ANTENNA LOCATIONS.



1	RF NOTICE SIGN DETAIL
---	-----------------------

OWNER / OPERATOR NOTE:
SITE ID LABEL TO BE AFFIXED WITH TZeS241 LABELING TAPE OR EQUIVALENT
BLACK ON WHITE LABELING TAPE OF AT LEAST 18mm WIDTH WITH
EXTRA-STRENGTH ADHESIVE. USE ANY COMPATIBLE P-TOUCH LABEL MAKER.
TEXT SHOULD BE PRINTED IN ALL CAPS WITH A MINIMUM HEIGHT OF 1/2".

SCALE: NTS

NOTE:
RF/POWER DISCONNECT SIGN TO BE PLACED
ON OUTSIDE DOOR OF AC DISTRIBUTION BOX.

42

OWNER / OPERATOR NOTE:
SITE ID LABEL TO BE AFFIXED WITH TZeS241 LABELING TAPE OR EQUIVALENT BLACK ON WHITE LABELING TAPE OF AT LEAST 18mm WIDTH WITH EXTRA-STRENGTH ADHESIVE. USE ANY COMPATIBLE P-TOUCH LABEL MAKER. TEXT SHOULD BE PRINTED IN ALL CAPS WITH A MINIMUM HEIGHT OF 1/2".

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TRAFFIC

1. Prior to any road construction, traffic control signs and devices shall be in place.
2. Traffic control devices for lane closures including signs, cones, barricades, etc. shall be placed as shown on plans. Signs shall not be placed without actual lane closures and shall be immediately removed upon removal of the closures.
3. Fencing & gates subject to adjustments during construction.
4. Selection, placement, maintenance, and protection of traffic shall be in accordance with the Manual of Uniform Traffic Control Devices - Part VI "Standards and Guides for Traffic Control for Street and Highway Construction, Maintenance, Utility, and Incident Management Operations", and the State Department of Transportation Standards and Specifications, unless otherwise noted in the plans and specifications, and shall be approved by the appropriate highway authority having jurisdiction.
5. Tapers shall be located to maximize the visibility of their total length.
6. Advance warning signs, distances, and taper lengths may be extended, at direction of the Engineer, to adjust or reduced visibility due to horizontal and vertical curvature of the roadway.
7. All existing road signs, pavement markings and/or plowable pavement reflectors which conflict with the proposed traffic control plan shall be covered, removed, or relocated as directed by the Engineer and then restore to match pre-construction conditions.
8. Conflicting or non-operating signal indications on either the existing, temporary, or proposed traffic signal systems shall be bagged or covered.
9. Contractor shall contact local applicable highway jurisdiction and provide additional "flagmen" or police supervision as they deem appropriate.

10. All excavated areas within or adjacent to the roadway shall be backfilled and placed on a minimum 0.1v slope prior to the end of each work day. Other excavated areas within the clear zone are to be either backfilled or precast concrete curb construction barrier set temporarily in place to shield vehicular and pedestrian traffic.
11. Where required, the contractor shall make provisions for maintaining pedestrian crossing locations and type, in accordance with all applicable codes and osha requirements.
12. Construction zone speed limit will be determined by the regional traffic engineer at the time of or during construction, as requested by the resident engineer.
13. Bituminous concrete placed during the various construction stages shall be transitioned on a minimum 20h:1v slope to meet the adjacent existing grade at the longitudinal and transverse limits of the stage construction areas unless otherwise noted on the stage construction plans.
14. All excavated areas within or adjacent to the roadway shall be backfilled and placed on at least 6h:1v slope before the end of each work day. Other excavated area within the clear zone shall be backfilled.
15. Cones may be substituted for drums and installed upon the approval of the Engineer.
16. There shall be no workers, equipment, or other vehicles in the buffer space or the roll ahead space.
17. Driveways and/or side streets entering the roadway after the first advance warning sign shall be provided with at least one WZO-F sign (road work ahead) as a minimum.
18. Moving work areas in a lane closure require a trailer mounted illuminated flashing arrow to remain at the end of the taper, the traffic control truck with mounted crash cushion that shall move with the work areas to keep a 70 foot max buffer in advance of each work area.

1TRAFFIC CONTROL NOTES

SCALE: NTS

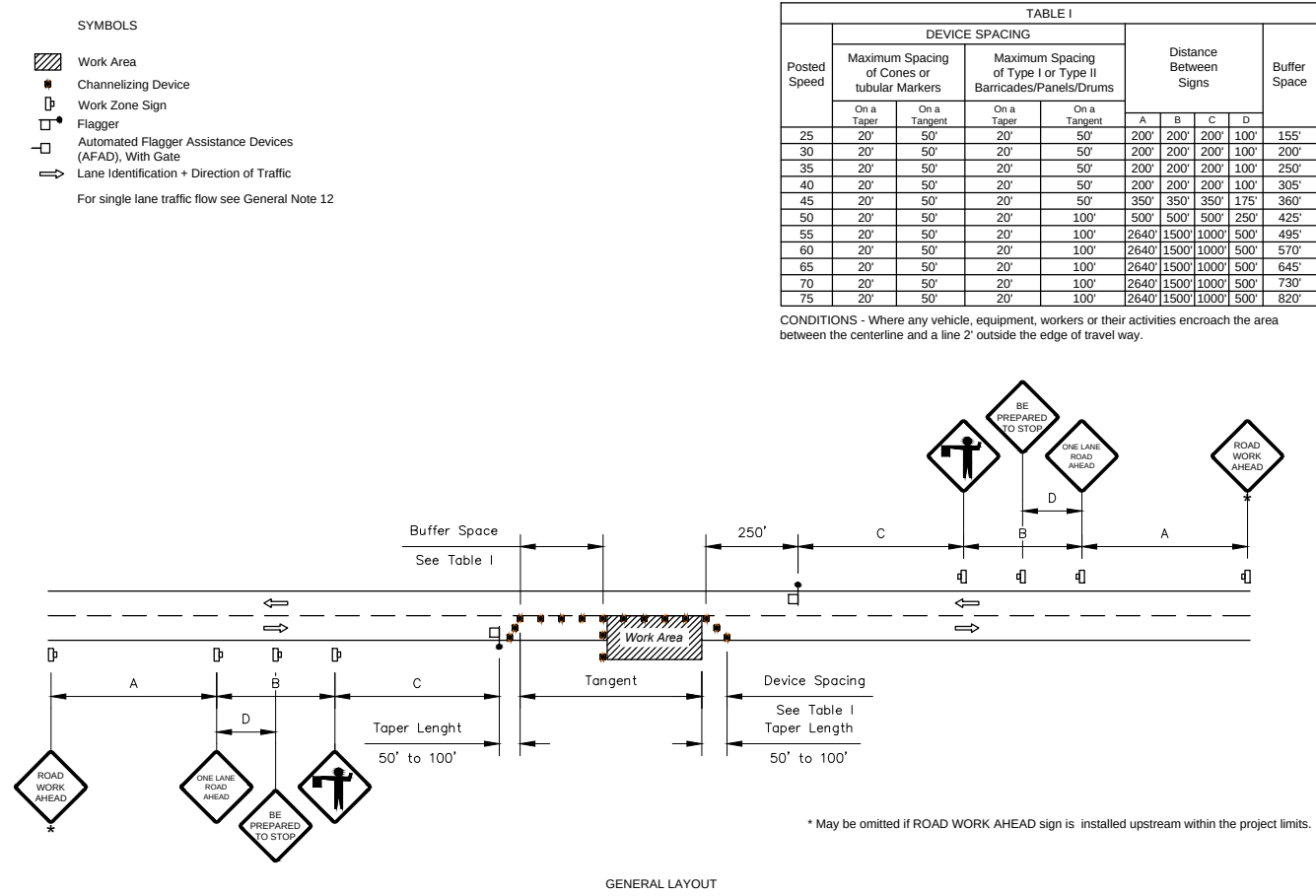


TABLE I

Posted Speed	DEVICE SPACING				Distance Between Signs				Buffer Space	
	Maximum Spacing of Cones or tubular Markers		Maximum Spacing of Type I or Type II Barricades/Panels/Drums		Distance Between Signs					
	On a Taper	On a Tangent	On a Taper	On a Tangent	A	B	C	D		
25	20'	50'	20'	50'	200'	200'	200'	100'	155'	
30	20'	50'	20'	50'	200'	200'	200'	100'	200'	
35	20'	50'	20'	50'	200'	200'	200'	100'	250'	
40	20'	50'	20'	50'	200'	200'	200'	100'	305'	
45	20'	50'	20'	50'	350'	350'	350'	175'	360'	
50	20'	50'	20'	100'	500'	500'	500'	250'	425'	
55	20'	50'	20'	100'	2640'	1500'	1000'	500'	495'	
60	20'	50'	20'	100'	2640'	1500'	1000'	500'	570'	
65	20'	50'	20'	100'	2640'	1500'	1000'	500'	645'	
70	20'	50'	20'	100'	2640'	1500'	1000'	500'	730'	
75	20'	50'	20'	100'	2640'	1500'	1000'	500'	820'	

CONDITIONS - Where any vehicle, equipment, workers or their activities encroach the area between the centerline and a line 2' outside the edge of travel way.

Buffer Space

See Table I

250'

C

B

D

A

Work Area

Tangent

Device Spacing

See Table I

Taper Length

50' to 100'

50' to 100'

* May be omitted if ROAD WORK AHEAD sign is installed upstream within the project limits.

GENERAL LAYOUT

General Notes:

1. Special Conditions may be required in accordance with these notes and the following sheets.
2. If the Work Area encroaches on the Centerline, use the Layout for Temporary Lane Shift to Shoulder on Sheet 2 only if the Existing Paved Shoulder width is sufficient to provide for an 11' lane between the Work Area and the Edge of Existing Paved Shoulder. Reduce the posted speed when appropriate.
3. Temporary Raised Rumble Strips:

a. Use when both of the following conditions are met concurrently:

i. Existing Posted Speed is 50 mph or greater;

ii. Work duration is greater than 60 minutes.

b. Use a consistent Strip color throughout the work zone.

c. Place each Rumble Strip Set transversely across the lane at locations shown.

d. Use Option 1 or Option 2 as shown on Sheet 2. Use only one option throughout work zone.
4. Additional one-way control may be provided by the following means:

a. Flag-carrying vehicle;

b. Official vehicle;

c. Pilot vehicles;

d. Traffic signals.
- When flaggers are the sole means of one-way control, the flaggers must be in sight of each other or in direct communication at all times.
5. When a side road intersects the highway within the TTC zone, place additional TTC devices in accordance with other applicable MUTCD guidelines.
6. The two channelizing devices directly in front of the work area may be omitted provided vehicles in the work area have high-intensity rotating, flashing, oscillating, or strobe lights operating.
7. When Buffer Space cannot be attained due to geometric constraints, use the greatest attainable length, not less than 200 ft.
8. Railroad Crossings:

a. If an active railroad crossing is located closer to the Work Area than the queue length plus 300 feet, extend the Buffer Space as shown on Sheet 2.

b. If the queuing of vehicles across an active railroad crossing cannot be avoided, provide a uniformed traffic control officer or flagger at the highway-rail grade crossing to prevent vehicles from stopping within the highway-rail grade crossing, even if automatic train warning devices are in place.
9. ROAD WORK AHEAD and the BE PREPARED TO STOP signs may be omitted if all of the following conditions are met:

a. Work operations are 60 minutes or less.

b. Speed limit is 45 mph or less.

c. There are no sight obstructions to vehicles approaching the work area for a distance equal to the Buffer Space shown in Table 1.

d. Vehicles in the work area have high-intensity, rotating, flashing, oscillating, or strobe lights operating.

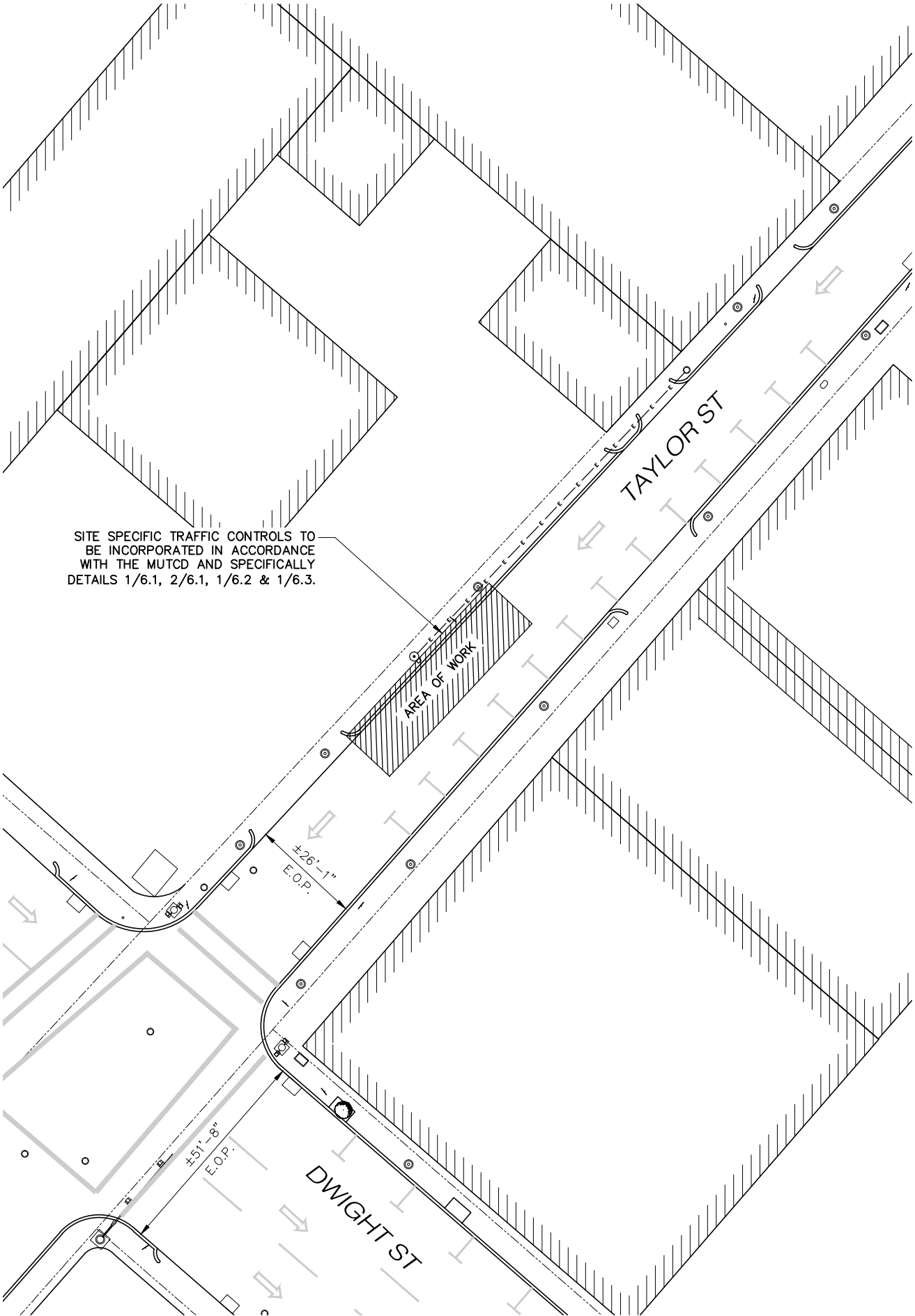
e. Volume and complexity of the roadway has been considered.

f. If a railroad crossing is present, vehicles will not queue across rail tracks.

g. AFADs are not in use.
10. For general TCZ requirements and additional information, refer to MUTCD.
11. Automated Flagger Assistance Devices (AFADs) may be used in accordance with the Notes on Sheet 3.
12. For single lane traffic flow, the contractor shall utilize the general layout detailed above and shall comply with the local highway authority having jurisdiction to ensure that sufficient clearance is provided to allow vehicles to pass safely. Contractor shall notify the Engineer if a road closure is deemed necessary.

2TWO LANE, TWO WAY, WORK WITHIN THE TRAVEL WAY

SCALE: NTS



3SITE SPECIFIC TRAFFIC CONTROL PLAN

11x17 SCALE: 1/32" = 1'-0"

24x36 SCALE: 1/16" = 1'-0"

mobilitie

PROJECT NO:9MAB001638

DRAWN BY:RC

CHECKED BY:SJB

KMB DESIGN GROUP, LLC

Stephen A. Bray

PROFESSIONAL ENGINEER

PRELIMINARY
NOT FOR CONSTRUCTION

MA LICENSE: 477706/14/16

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SPRINGFIELD, MA 01103

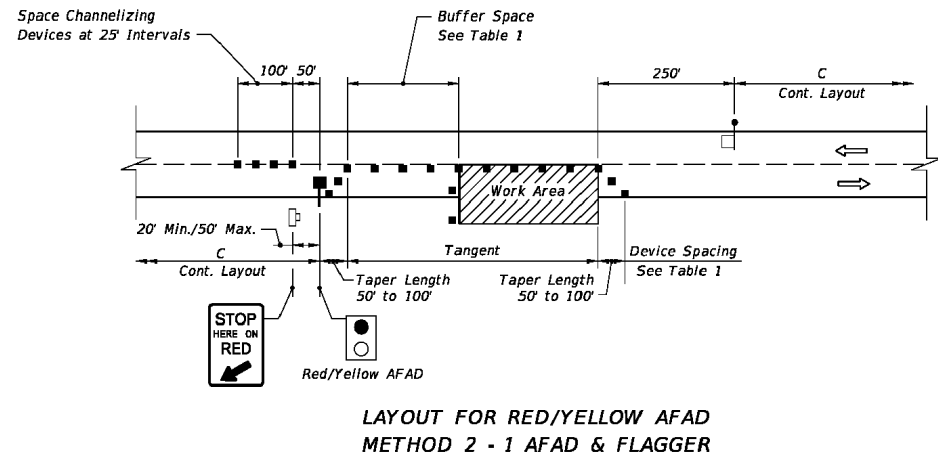
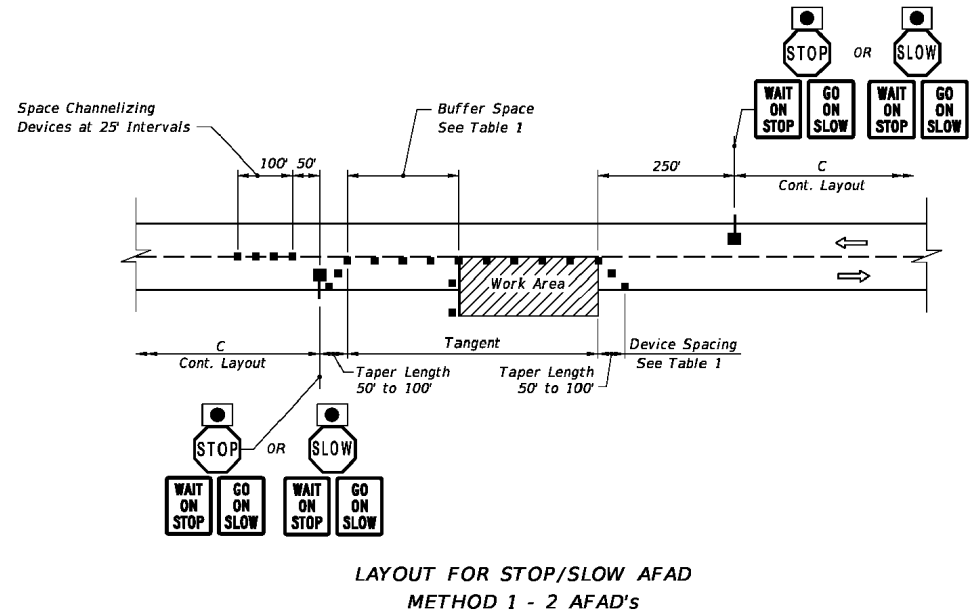
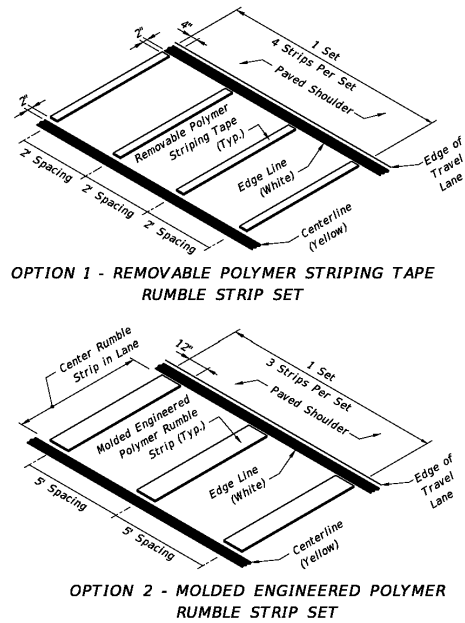
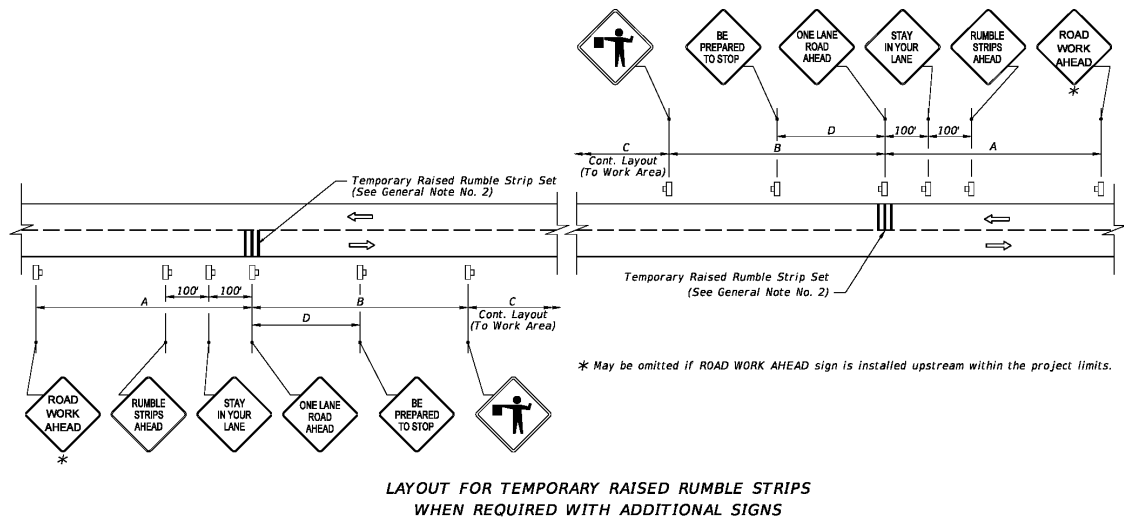
UTILITY POLE

SHEET TITLE

TRAFFIC CONTROL PLAN

SHEET NUMBER

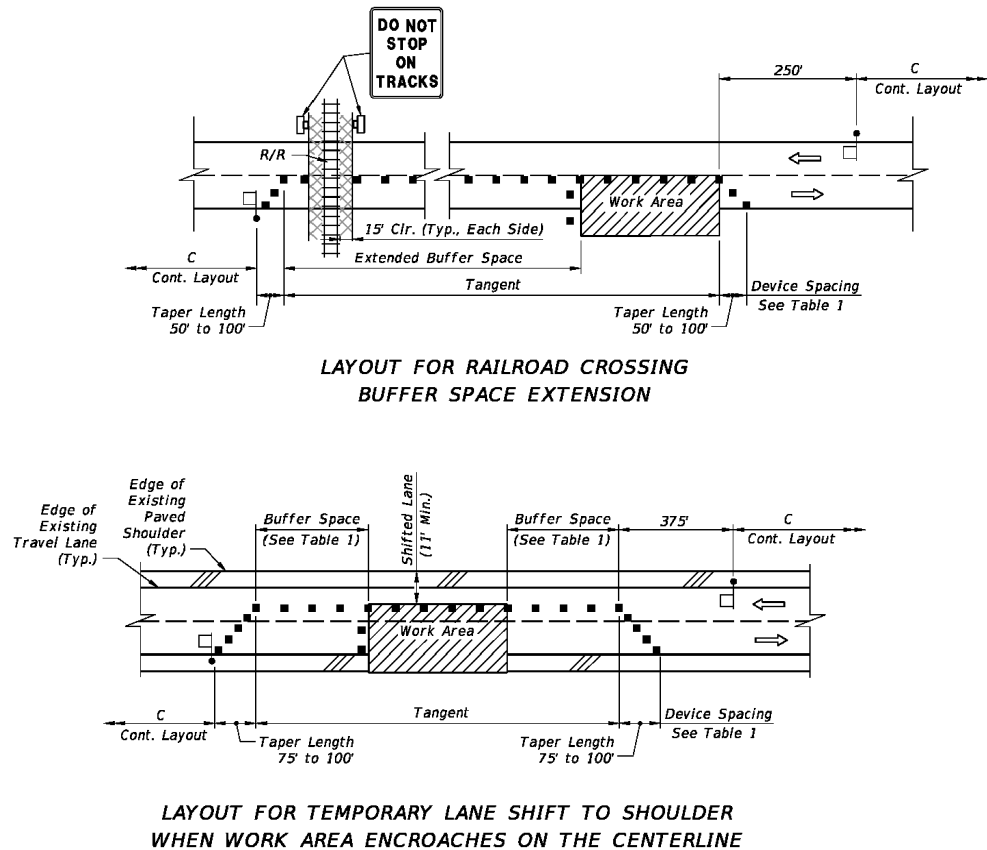
6.1



AUTOMATED FLAGGER ASSISTANCE DEVICES (AFADs)

AUTOMATED FLAGGER ASSISTANCE DEVICES NOTES

1. *Illuminate the flagging station when the AFAD is used at nighttime.*
2. *When the AFAD is not in use, remove or cover signs and move AFAD device outside the clear zone or shield it with a barrier or crash cushion.*
3. *Only qualified flaggers who have been trained in the operation of the AFAD may operate the AFAD. When in use, each AFAD must be in view of and attended at all times by the flagger operating the device. Use two flaggers and one of the following methods in the deployment of AFAD's:*
 - Method 1: Place an AFAD at each end of the temporary traffic control zone.*
 - Method 2: Place an AFAD at one end of the temporary traffic control zone and a flagger at the opposite end.*
4. *A single flagger may simultaneously operate two AFAD's (Method 1) or may operate a single AFAD on one end of the temporary traffic control zone while being the flagger at the opposite end of the temporary traffic control zone (Method 2) if all four of the following conditions are present:*
 - a. The flagger has an unobstructed view of the AFAD(s);*
 - b. The flagger has an unobstructed view of approaching traffic in both directions;*
 - c. For Method 1, the AFAD's are less than 800 ft apart. For Method 2, the AFAD and the flagger are less than 800 ft apart.*
 - d. Two trained flaggers are available on-site to provide normal flagging operations should an AFAD malfunction.*



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UTILITY POLE

SHEET TITLE

TRAFFIC CONTROL PLAN

SHEET NUMBER

6.2

THE CONSTRUCTION DOCUMENT DRAWINGS ARE INTERRELATED. WHEN PERFORMING THE WORK, EACH CONTRACTOR MUST REFER TO ALL DRAWINGS. COORDINATION IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR.

GENERAL REQUIREMENTS

PART 1 – GENERAL

1. OBTAIN AND SUBMIT RELEASES ENABLING THE OWNER UNRESTRICTED USE OF THE WORK AND ACCESS TO SERVICES AND UTILITIES; INCLUDE OCCUPANCY PERMITS, OPERATING CERTIFICATES AND SIMILAR RELEASES.
2. SUBMIT RECORD DRAWINGS, DAMAGE OR SETTLEMENT SURVEY, PROPERTY SURVEY, AND SIMILAR FINAL RECORD INFORMATION.
3. COMPLETE FINAL CLEAN UP REQUIREMENT, INCLUDING TOUCH-UP PAINTING. TOUCH UP AND OTHERWISE REPAIR AND RESTORE MARRED EXPOSED FINISHES.

PART 2 – FINAL CLEANING

1. COMPLETE THE FOLLOWING CLEANING OPERATIONS BEFORE REQUESTING INSPECTION FOR CERTIFICATION ON COMPLETION.
 - A. CLEAN THE PROJECT SITE, YARD AND GROUNDS IN AREAS DISTURBED BY CONSTRUCTION ACTIVITIES, INCLUDING LANDSCAPE DEVELOPMENT AREA, OF RUBBISH, WASTE MATERIALS, LITTER AND FOREIGN SUBSTANCES. SWEEP PAVED AREAS BROOM CLEAN. REMOVE PETRO-CHEMICAL SPILLS, STAINS AND OTHER FOREIGN DEPOSITS. RAKE GROUNDS THAT ARE NEITHER PLANTED NOR PAVED, TO A SMOOTH EVEN-TEXTURED SURFACE.
 - B. REMOVE TOOLS, CONSTRUCTION EQUIPMENT, MACHINERY AND SURPLUS MATERIAL FROM THE SITE.
 - C. REMOVE SNOW AND ICE TO PROVIDE SAFE ACCESS TO THE SITE AND EQUIPMENT ENCLOSURE.
 - D. CLEAN EXPOSED EXTERIOR HARD SURFACED FINISHES TO A DIRT-FREE CONDITION, FREE OF STAINS, FILMS AND SIMILAR FOREIGN SUBSTANCES. AVOID DISTURBING NATURAL WEATHERING OF EXTERIOR SURFACES.
 - E. REMOVE DEBRIS FROM LIMITED ACCESS SPACES, INCLUDING HANDHOLES, MANHOLES, AND SIMILAR SPACES.
 - F. REMOVE LABELS THAT ARE NOT PERMANENT LABELS.
 - G. TOUCH UP AND OTHERWISE REPAIR AND RESTORE MARRED EXPOSED FINISHES AND SURFACES. REPLACE FINISHES AND SURFACES THAT CANNOT BE SATISFACTORILY REPAIRED OR RESTORED, OR THAT SHOW EVIDENCE OF REPAIR OR RESTORATION. DO NOT PAINT OVER "UL" AND SIMILAR LABELS, INCLUDING ELECTRICAL NAME PLATES.
 - H. LEAVE THE PROJECT CLEAN AND READY FOR OCCUPANCY.
 - I. DUST OFF ALL EQUIPMENT AND ITEMS WITHIN EQUIPMENT ENCLOSURE.
2. REMOVAL OF PROTECTION: REMOVE TEMPORARY PROTECTION AND FACILITIES INSTALLED DURING CONSTRUCTION TO PROTECT PREVIOUSLY COMPLETED INSTALLATIONS DURING THE REMAINDER OF THE CONSTRUCTION PERIOD.

SITE WORK

PART 1 – GENERAL

1. WORK INCLUDED: SEE SITE PLAN.
2. DESCRIPTIONS: IF APPLICABLE, LEASE AREA, AND UNDERGROUND UTILITY EASEMENTS ARE TO BE CONSTRUCTED TO PROVIDE A WELL DRAINED, EASILY MAINTAINED, EVEN SURFACE FOR USE AND ACCESS.
3. QUALITY ASSURANCE
 - A. APPLY SOIL STERILIZER IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS (AS NEEDED).
 - B. APPLY AND MAINTAIN GRASS SEED AS RECOMMENDED BY THE SEED PRODUCER (IF REQUIRED).
 - C. PLACE AND MAINTAIN VEGETATION LANDSCAPING, IF INCLUDED WITHIN THE CONTRACT, AS RECOMMENDED BY NURSERY INDUSTRY STANDARDS.
4. SEQUENCING
 - A. CONFIRM SURVEY STAKES AND SET ELEVATION STAKES PRIOR TO ANY CONSTRUCTION.
 - B. CONSTRUCT TEMPORARY CONSTRUCTION AREA. DESIGNATED AREA TO BE APPROVED BY CONSTRUCTION MANAGER AND LOCAL AUTHORITIES.
 - C. APPLY SOIL STERILIZER PRIOR TO PLACING BASE MATERIALS.
 - D. GRADE, SEED, FERTILIZE, AND MULCH ALL AREAS DISTURBED BY CONSTRUCTION (INCLUDING UNDERGROUND UTILITY EASEMENTS) IMMEDIATELY AFTER BRINGING LEASE AREA TO BASE COURSE ELEVATION, WATER TO ENSURE GROWTH.
 - E. AFTER APPLICATIONS OF FINAL SURFACES, APPLY SOIL STERILIZER TO STONE SURFACES.

5. SUBMITTALS
- A. BEFORE CONSTRUCTION: IF LANDSCAPING IS APPLICABLE TO THE CONTRACT, SUBMIT TWO COPIES OF THE LANDSCAPE PLAN ON NURSERY LETTERHEAD. IF A LANDSCAPE ALLOWANCE WAS INCLUDED IN THE CONTRACT, PROVIDE AN ITEMIZED LISTING OF PROPOSED COSTS ON NURSERY LETTERHEAD
- B. AFTER CONSTRUCTION
- MANUFACTURER'S DESCRIPTION OF PRODUCT AND WARRANTY STATEMENT ON SOIL STERILIZER.
 - MANUFACTURER'S DESCRIPTION OF PRODUCT ON GRASS SEED AND FERTILIZER.
 - LANDSCAPING WARRANTY STATEMENT

1. WARRANTY
- A. IN ADDITION TO THE WARRANTY ON ALL CONSTRUCTION COVERED IN THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL REPAIR ALL DAMAGE AND RESTORE AREA AS CLOSE TO ORIGINAL CONDITION AS POSSIBLE AT SITE AND SURROUNDINGS.
 - B. SOIL STERILIZATION APPLICATION TO GUARANTEE VEGETATION FREE AREAS FOR ONE YEAR FROM DATE OF FINAL INSPECTION.
 - C. DISTURBED AREA WILL REFLECT GROWTH OF NEW GRASS COVER PRIOR TO FINAL INSPECTION.
 - D. LANDSCAPING, IF INCLUDED WITHIN THE SCOPE OF THE CONTRACT, WILL BE GUARANTEED FOR ONE YEAR FROM DATE OF FINAL INSPECTION.

PART 2 – PRODUCTS

1. MATERIALS
- A. SOIL STERILIZER SHALL BE EPA-REGISTERED, PRE-EMERGENCE LIQUID:
- | | |
|----------------|--------------------|
| TOTAL KILL | PHASAR CORPORATION |
| PRODUCT 910 | P.O. BOX 5123 |
| EPA 10292-7 | DEARBORN, MI 48128 |
| (313) 563-8000 | |
-
- | | |
|------------------|----------------------------|
| AMBUSH HERBICIDE | FRAMAR INDUSTRIAL PRODUCTS |
| EPA REGISTERED | 1435 MORRIS AVE. |
| | UNION, NJ 07083 |
| (800) 526-4924 | |
- B. ROAD AND SITE MATERIALS SHALL CONFORM TO STATE AND LOCAL DOT SPECIFICATIONS FILL MATERIAL (UNLESS OTHERWISE NOTED) - ACCEPTABLE SELECT FILL SHALL BE IN ACCORDANCE WITH STATE DEPARTMENT OF HIGHWAY AND TRANSPORTATION STANDARD SPECIFICATIONS.
- C. SOIL STABILIZER FABRIC SHALL BE MIRAFI 500X.

PART 3 – EXECUTION

- INSPECTIONS: LOCAL BUILDING INSPECTORS SHALL BE NOTIFIED NO LESS THAN 48 HOURS IN ADVANCE OF CONCRETE POURS, UNLESS OTHERWISE SPECIFIED BY JURISDICTION
2. PREPARATION
 - A. CLEAR BRUSH AND DEBRIS FROM LEASE AREA AND UNDERGROUND UTILITY EASEMENTS AS REQUIRED FOR CONSTRUCTION.
 - B. UNLESS OTHERWISE INSTRUCTED BY LESSEE, TRANSPORT ALL REMOVED TREES, BRUSH AND DEBRIS FROM THE PROPERTY TO AN AUTHORIZED LANDFILL.
 - C. PRIOR TO PLACEMENT OF FILL OR BASE MATERIALS, ROLL THE SOIL.
 - D. WHERE UNSTABLE SOIL CONDITIONS ARE ENCOUNTERED, LINE THE AREAS WITH STABILIZER MAT PRIOR TO PLACEMENT OF FILL OR BASE MATERIAL.
3. INSTALLATION
 - A. CLEAR EXCESS SPOILS, IF ANY, FROM JOB SITE AND DO NOT SPREAD BEYOND THE LIMITS OF PROJECT AREA UNLESS AUTHORIZED BY PROJECT MANAGER AND AGREED TO BY LANDOWNER.
 - B. PLACE FILL OR STONE IN SIX INCH (6") MAXIMUM LIFTS, AND COMPACT BEFORE PLACING NEXT LIFT.
 - C. APPLY SEED, FERTILIZER, AND STRAW COVER TO ALL OTHER DISTURBED AREAS, DITCHES, AND DRAINAGE SWALES, NOT OTHERWISE RIPRAPPED.
 - D. APPLY SEED AND FERTILIZER TO SURFACE CONDITIONS WHICH WILL ENCOURAGE ROOTING. RAKE AREAS TO BE SEED TO EVEN THE SURFACE AND LOOSEN THE SOIL.
 - E. SOW SEED IN TWO DIRECTIONS IN TWICE THE QUANTITY RECOMMENDED BY THE SEED PRODUCER.
 - F. ENSURE GROWTH OF SEEDED AND LANDSCAPED AREA, BY WATERING, UP TO THE POINT OF RELEASE FROM THE CONTRACT. CONTINUE TO REWORK THE BARE AREAS UNTIL COMPLETE COVERAGE IS OBTAINED.
4. FIELD QUALITY CONTROL: COMPACT SOILS TO MAXIMUM DENSITY IN ACCORDANCE WITH ASTM D-1557. AREAS OF SETTLEMENT WILL BE EXCAVATED AND REFILLED AT CONTRACTOR'S EXPENSE. INDICATE PERCENTAGE OF COMPACTION ACHIEVED ON AS-BUILT DRAWINGS.
5. PROTECTION
 - A. PROTECT SEEDED AREAS FROM EROSION BY SPREADING STRAW TO A UNIFORM LOOSE DEPTH OF 1-2 INCHES, STAKE AND TIE DOWN AS REQUIRED. USE OF EROSION CONTROL MESH OR MULCH NET WILL BE AN ACCEPTABLE ALTERNATE.
 - B. PROTECT ALL EXPOSED AREAS AGAINST WASHOUTS AND SOIL EROSION. PLACE STRAW BALES AT THE INLET APPROACH TO ALL NEW OR EXISTING CULVERTS. WHERE THE SITE OR ROAD AREAS HAVE BEEN ELEVATED IMMEDIATELY ADJACENT TO THE RAIL LINE, STAKE EROSION CONTROL FABRIC FULL LENGTH IN THE SWALE TO PREVENT CONTAMINATION OF THE RAIL BALLAST. ALL EROSION CONTROL METHODS SHALL CONFORM TO APPLICABLE BUILDING CODE REQUIREMENTS.



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SPRINGFIELD, MA 01103

UTILITY POLE

SHEET TITLE
GENERAL NOTES

SHEET NUMBER
GN-1

ELECTRICAL

1. CONTRACTOR SHALL REVIEW THE CONTRACT DOCUMENTS PRIOR TO ORDERING THE ELECTRICAL EQUIPMENT AND STARTING THE ACTUAL CONSTRUCTION. CONTRACTOR SHALL ISSUE A WRITTEN NOTICE OF ALL FINDINGS TO THE ARCHITECT/ENGINEER LISTING ANY DISCREPANCIES OR CONFLICTING INFORMATION.
2. ELECTRICAL PLANS, DETAILS AND DIAGRAMS ARE DIAGRAMMATIC ONLY. VERIFY EXACT LOCATIONS AND MOUNTING HEIGHTS OR ELECTRICAL EQUIPMENT WITH OWNER PRIOR TO INSTALLATION.
3. EACH CONDUCTOR OF EVERY SYSTEM SHALL BE PERMANENTLY TAGGED IN EACH PANELBOARD, PULLBOX, JUNCTION BOX, SWITCH BOX, ETC. THE TYPE OF TAGGING METHODS SHALL BE IN COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (O.S.H.A.)
4. ALL MATERIALS AND EQUIPMENT SHALL BE NEW AND IN GOOD WORKING CONDITION WHEN INSTALLED AND SHALL BE OF THE BEST GRADE AND OF THE SAME MANUFACTURER THROUGHOUT FOR EACH CLASS OR GROUP OF EQUIPMENT. MATERIALS SHALL BE LISTED "U.L." WHERE APPLICABLE. MATERIALS SHALL MEET WITH APPROVAL OF ALL GOVERNING BODIES HAVING JURISDICTION. MATERIALS SHALL BE MANUFACTURED IN ACCORDANCE WITH APPLICABLE STANDARDS ESTABLISHED BY ANSI, NEMA, NBFU AND "U.L." LISTED.
5. ALL CONDUIT SHALL HAVE A PULL CORD.
6. PROVIDE PROJECT MANAGER WITH ONE SET OF COMPLETE ELECTRICAL "AS INSTALLED" DRAWINGS AT THE COMPLETION OF THE JOB, SHOWING ACTUAL DIMENSIONS, ROUTINGS, AND CIRCUITS.
7. ALL CIRCUIT BREAKERS, FUSES AND ELECTRICAL EQUIPMENT SHALL HAVE AN INTERRUPTING SHORT CIRCUIT CURRENT TO WHICH THEY MAY BE SUBJECTED, AND A MINIMUM OF 10,000 A.I.C.
8. THE ENTIRE ELECTRICAL INSTALLATION SHALL BE GROUNDED AS REQUIRED BY IBC, NEC AND ALL APPLICABLE CODES.
9. PATCH, REPAIR AND PAINT ANY AREA THAT HAS BEEN DAMAGED IN THE COURSE OF THE ELECTRICAL WORK.
10. PLASTIC PLATES FOR ALL SWITCHES, RECEPTACLES, TELEPHONE AND BLANKED OUTLETS SHALL HAVE ENGRAVED LETTERING WHERE INDICATED ON THE DRAWINGS. WEATHERPROOF RECEPTACLES SHALL HAVE SIERRA #WPD-8 LIFT COVERPLATES.

SERVICE AND DISTRIBUTION

- WIRE AND CABLE CONDUCTORS SHALL BE COPPER, 600V, TYPE THHN OR THWN, WITH A MIN. SIZE OF #12 AWG, COLOR CODED.
- METER SOCKET AMPERES, VOLTAGE, NUMBER OF PHASES SHALL BE NOTED ON THE DRAWINGS. MANUFACTURED BY MILBANK OR APPROVED EQUAL, AND SHALL BE UTILITY COMPANY APPROVED.
- CONDUIT:
 - RIGID CONDUIT SHALL BE U.L. LABEL GALVANIZED ZINC COATED WITH GALVANIZED ZINC INTERIOR AND SHALL BE USED WHEN INSTALLED IN OR UNDER CONCRETE SLABS, IN CONTACT WITH THE EARTH, UNDER PUBLIC ROADWAYS, IN MASONRY WALLS OR EXPOSED ON BUILDING EXTERIOR. RIGID CONDUIT IN CONTACT WITH EARTH SHALL BE 1/2 LAPPED WRAPPED WITH HUNTS WRAP PROCESS NO. 3.
 - FLEXIBLE METALLIC CONDUIT SHALL HAVE U.L. LISTED LABEL AND MAY BE USED WHERE PERMITTED BY CODE. FITTINGS SHALL BE "JAKE" OR "SQUEEZE" TYPE. ALL FLEXIBLE CONDUITS SHALL HAVE FULL LENGTH GROUND WIRE.
 - IT IS REQUIRED AND WILL BE THE RESPONSIBILITY OF THE ELECTRICAL CONTRACTOR TO NOTIFY 811 OR OTHER SUCH UTILITY LOCATING AGENCY 3 DAYS BEFORE DIGGING.
- CONTRACTOR TO COORDINATE WITH UTILITY COMPANY FOR CONNECTION OF TEMPORARY AND PERMANENT POWER TO THE SITE. THE TEMPORARY POWER AND ALL HOOKUP COSTS ARE TO BE PAID BY THE CONTRACTOR.
- ALL ELECTRICAL EQUIPMENT SHALL BE LABELED WITH PERMANENT ENGRAVED PLASTIC LABELS WITH WHITE ON BLUE BACKGROUND LETTERING (MINIMUM LETTER HEIGHT SHALL BE ONE FOURTH INCH (1/4")). NAMEPLATES SHALL BE FASTENED WITH STAINLESS STEEL SCREWS, NOT ADHESIVE.
- UPON COMPLETION OF WORK, CONTINUITY, SHORT CIRCUIT, AND FALL POTENTIAL GROUNDING TESTS BY AN INDEPENDENT TESTING SERVICE ENGAGED BY THE CONTRACTOR SHALL BE SUBMITTED FOR APPROVAL. SUBMIT TEST REPORTS TO PROJECT MANAGER.
- CLEAN PREMISES OF ALL DEBRIS RESULTING FROM WORK AND LEAVE WORK IN A COMPLETE AND UNDAMAGED CONDITION.
- GROUNDING ELECTRODE SYSTEM
 - PREPARATION
 - SURFACE PREPARATION: ALL CONNECTIONS SHALL BE MADE TO BARE METAL. ALL PAINTED SURFACES SHALL BE FIELD INSPECTED AND MODIFIED TO ENSURE PROPER CONTACT. NO WASHERS ARE ALLOWED BETWEEN THE ITEMS BEING GROUNDED. ALL CONNECTIONS ARE TO HAVE A NON-OXIDIZING AGENT APPLIED PRIOR TO INSTALLATION.
 - IF CONDUCTORS MUST RUN THROUGH CONDUIT, BOTH ENDS OF CONDUIT SHALL BE GROUNDED. SEAL BOTH ENDS OF CONDUIT WITH SILICONE CAULK.
 - EXTERNAL CONNECTIONS
 - ALL BURIED GROUNDING CONNECTIONS SHALL BE MADE BY THE EXOTHERMIC WELD PROCESS. CONNECTIONS SHALL INCLUDE ALL CABLE TO CABLE, SPLICES, TEE'S, CROSSES, ETC. ALL CABLE TO GROUND RODS, GROUND ROD SPLICES AND LIGHTNING PROTECTION SYSTEMS ARE TO BE AS INDICATED. ALL MATERIALS USED (MOLDS, WELDING METAL, TOOLS, ETC.) SHALL BE BY "ULTRAWELD" AND INSTALLED PER MANUFACTURER'S RECOMMENDED PROCEDURES.
 - ALL ABOVE GRADE GROUNDING AND BONDING CONDUCTORS SHALL BE CONNECTED BY TWO HOLE CRIMP TYPE (COMPRESSION) CONNECTIONS (EXCEPT FOR THE ACEG AND GROUND ROD). MECHANICAL CONNECTIONS, FITTINGS OR CONNECTIONS THAT DEPEND SOLELY ON SOLDER SHALL NOT BE USED. ALL CABLE TO CABLE CONNECTIONS SHALL BE HIGH PRESSURE DOUBLE CRIMP TYPE CONNECTIONS. CONNECTIONS TO STRUCTURAL STEEL SHALL BE EXOTHERMIC WELDS.

- C. GROUND RODS: ALL GROUND RODS SHALL BE 5/8-INCH DIAMETER X 10'-0" LONG "COPPERWELD" OR APPROVED EQUAL, OF THE NUMBER AND LOCATIONS INDICATED. GROUND RODS SHALL BE GIVEN FULL LENGTH VERTICAL IN UNDISTURBED EARTH.
- D. GROUND CONDUCTORS: ALL GROUND CONDUCTORS SHALL BE STANDARD TINNED SOLID BARE COPPER ANNEALED, AND OF SIZE INDICATED ON DRAWINGS UNLESS OTHERWISE NOTED.
- E. LUGS
- LUGS SHALL BE 2-HOLE, LONG BARREL, STRAND COPPER UNLESS OTHERWISE SPECIFIED IN THE CONTRACT DOCUMENTS. LUGS SHALL BE THOMAS AND BETTS SERIES #54____BE OR EQUIVALENT

A.	535	MCM	DLO	54880BE
B.	262	MCM	DLO	54872BE
C.	#1/0	DLO		54862BE
D.	#4/0	THWN	AND BARE	54866BE
E.	#2/0	THWN		54862BE
F.	#2	THHN		54207BE
G.	#6	DLO		54205BE

- WHEN THE DIRECTION OF THE CONDUCTOR MUST CHANGE, IT SHALL BE DONE GRADUALLY. THE CURVATURE OF THE TURN SHALL BE DONE IN ACCORDANCE WITH THE FOLLOWING CHART:

<u>GROUNDING CONDUCTOR SIZE</u>	<u>MINIMUM BENDING RADIUS TO INSIDE EDGE</u>
NO. 6 AWG TO NO. 4 AWG	6 INCHES
NO. 2 AWG TO NO 1/0 AWG	8 INCHES
NO. 2/0 AWG TO 4/0 AWG	12 INCHES
250 MCM TO 750 MCM	24 INCHES

8. GROUNDING RESISTANCE TEST REPORT: UPON COMPLETION OF THE TESTING FOR EACH SITE, A TEST REPORT SHOWING RESISTANCE IN OHMS MUST BE SUBMITTED. TWO (2) SETS OF TEST DOCUMENTS FROM THE INDEPENDENT TESTING SERVICE ARE TO BE BOUND AND SUBMITTED WITHIN ONE (1) WEEK OF WORK COMPLETION.

POLES, POSTS, AND STANDARDS
(SINGLE MAST AND SELF SUPPORTING TOWERS)

1. GENERAL
 - A. LIGHTNING ROD AND EXTENSION PIPE INCLUDING ALL APPURTENANCES, TO BE FURNISHED BY OWNER, IF REQUIRED.
 - B. GROUNDING: GROUND METAL POLES WITH A MINIMUM OF #2 AWG TINNED SOLID BARE COPPER CONDUCTOR CADWELDED TO TOWER BASE PLATE.

TELECOMMUNICATIONS WIRING COMPONENTS (COAXIAL ANTENNA CABLE)

1. GENERAL
 - A. ALL MATERIALS, PRODUCTS OR PROCEDURES INCORPORATED INTO WORK SHALL BE NEW AND OF STANDARD COMMERCIAL QUALITY.
 - B. ALL MATERIALS AND PRODUCTS SPECIFIED IN THE CONTRACT DOCUMENTS SHALL BE SUPPLIED BY THE CONTRACTOR UNLESS NOTED OTHERWISE.
2. MATERIALS:
 - A. COAXIAL CABLE:
 - INSTALL COAXIAL CABLE AND TERMINATIONS BETWEEN ANTENNAS AND EQUIPMENT PER MANUFACTURER'S RECOMMENDATIONS WITH COAXIAL CABLES SUPPORTED AT NO MORE THAN 3'-0" O.C. WEATHERPROOF ALL CONNECTORS BETWEEN THE ANTENNA AND EQUIPMENT PER MANUFACTURER'S REQUIREMENTS. TERMINATE ALL COAXIAL CABLE THREE FEET (3') IN EXCESS OF EQUIPMENT LOCATION UNLESS OTHERWISE STATED.
 - LENGTHS LESS THAN OR EQUAL TO 100 FEET SHALL BE 7/8".
3. ANTENNA AND COAXIAL CABLE GROUNDING
 - A. ALL COAXIAL CABLE GROUNDING KITS ARE TO BE INSTALLED ON STRAIGHT RUNS OF COAXIAL CABLE (NOT WITHIN BENDS)
4. COAXIAL CABLE IDENTIFICATION
 - A. TO PROVIDE EASY IDENTIFICATION AND UNIFORM MARKING OF ANTENNA CABLING, PLASTIC TAGS SHALL BE USED AT THE FOLLOWING LOCATIONS:
 - FIRST LOCATION IS AT THE END OF THE COAX NEAREST THE ANTENNA (WHERE THE COAXIAL CABLE AND JUMPER ARE CONNECTED).
 - SECOND LOCATION IS AT END OF THE COAX NEAREST THE EQUIPMENT.
 - B. USE ANDREW CABLE TIES (PT.# 27290) TO SECURE IDENTIFICATION TAGS.
 - TESTING: LESSEE SHALL PROVIDE AN INDEPENDENT TESTING AGENCY TO PERFORM THE COAXIAL SWEEP TEST & REPORT. THE CONTRACTOR IS TO PROVIDE ONE LIMBER/QUALIFIED PERSONNEL TO ASSIST IN ANY REPAIRS AND WEATHERPROOFING ONCE THE TEST IS COMPLETE. THE CONTRACTOR IS TO PROVIDE LESSEE WITH A MINIMUM OF 48 HOURS NOTICE PRIOR TO THE TIME OF THE SWEEP TEST.



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TAYLOR ST & DWIGHT ST
SPRINGFIELD, MA 01103

UTILITY POLE

SHEET TITLE
GENERAL NOTES

SHEET NUMBER
GN-2



August 28, 2016

Pat Garrity
Permit Coordinator
Engineering Division of DPW
City of Springfield
413-787-6584

RE: Mobilitie, LLC Permit Application Submission – BS90XSI52A_9MAB001638, BS90XSI51B_9MAB001637, BS90XSI50B_9MAB001636, BS90XSI49B_9MAB001635

Dear Mr. Garrity:

Please find Mobilitie, LLC's Highway Permit Applications for four (4) proposed new utility infrastructure facilities in your jurisdiction. Along with the attached permit applications, you will also find construction drawings and photo simulations for the said facility.

Mobilitie, LLC is a licensed telecommunication carrier regulated by the Massachusetts Department of Public Utilities to provide telephone related services, such as facilities based competitive local exchange and interexchange services. To meet the growing demand for connectivity, Mobilitie, LLC is deploying a hybrid transport network that provides high-speed, high-capacity bandwidth in order to facilitate the next generation of devices and data-driven services. This network can support a variety of technologies and services that require connectivity to the internet, including, but not limited to, driverless and connected vehicles (commercial, personal and agricultural), remote weather stations and mobile service providers. These transport utility poles and facilities are not dedicated to any particular customer, and, to the extent capacity on the structures is available, are available to be used by other entities, including the City of Springfield.

Mobilitie, LLC plans to construct the applied for utility infrastructure within the next 18 months and formally requests that the Department identify a single point of contact to streamline the communications process, regarding the application, for the benefit of both parties.

Mobilitie, LLC's hybrid transport network is an industry changing approach that seeks to improve backhaul connectivity for Massachusetts' residents. We are excited to work with the City of Springfield and are available to answer questions. Please do not hesitate to contact Rossana Ferrante, Permitting Manager, at 857-408-3141 / Rferrante@mobilitie.com or myself at (404)-391-4025 / sschneider@mobilitie.com.

Thank you for your attention to this matter.

Respectfully submitted,

Scott Schneider
Network Real Estate Specialist

*Enclosures

Attachment: BS90XSI52A_LUPCOVLET_20160823_A (3671 : Taylor Street (Mobilitie))

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

DATE: September 12, 2016

TO: Anthony I Wilson, Esq.
City Clerk

FROM: Hector Velez, DPW Engineer
on behalf of BPW

DEPARTMENT: City Clerk Office

SUBJECT: Board's agenda for:
September 26, 2016

NOTICE OF MEETING

Monday, September 26, 2016

5:00 P.M., at the corner of Dwight Street & Taylor Street, Springfield, MA.

5:15 P.M., at the corner of Dwight Street & Bridge Street (Parking lot of Center Stage),
Springfield, MA.

5:30 P.M., at the corner of Bridge & Main Street, Springfield, MA.

5:45 P.M., at Union Station, Frank B. Murray Street, Springfield, MA.

Minutes of Previous Meeting
Communications
Old Business

MOBILITIE

New Business: **Taylor Street, Bridge Street, Frank B. Murray.**

HEARING RE: To install new utility pole to
Provide high-speed network.

Attachment: 9-26-2016 notice MOBILITIE (3671 : Taylor Street (Mobilitie))



City Council
36 Court Street
Springfield, MA 01103

Meeting: 11/14/16 07:00 PM
Department: Department of Public Works
Category: General
Prepared By: Hector Velez
Initiator: Hector Velez
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3672

TABLED

PETITION (ID # 3672)

Dwight Street (Mobilitie)

CITY OF SPRINGFIELD, MASSACHUSETTS

Date: September 27, 2016

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

The Board of Public Works, to which was referred the petition of Mobilitie dated August 2, 2016 to install a high-speed network antenna on Dwight Street. Forty five (45') feet network antenna will be install north side of Dwight Street, to be located on the sidewalk approximately thirty-two (32') feet from Bridge Street southeasterly direction. The purpose of the high speed network antenna is to provide wireless service around the area, all as substantially shown on a plan attached, referred to BS90XS151B Dwight & Bridge Street, which is incorporated herein by reference and to lay and maintain underground laterals, cables and wires in the above public ways for the purpose of making connections with the pole as it may desire for distributing purposes, reports thereon as follows:

By virtue of Chapter 708 of the Acts of 1977 the Board of Public Works held the hearing on the above matter provided for in Section 22 of Chapter 166 of the General Laws. The hearing was held on September 26, 2016 at 5:15 P.M. at the corner of Dwight Street & Bridge Street (Parking lot of Center Stage) Springfield, MA. Three (3) members of the Board and two (2) persons 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 to provide high speed wireless network service to the business around the area.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

HISTORY:

10/03/16	City Council	REFER TO COMMITTEE	Next: 10/17/16
10/17/16	City Council	REFER TO COMMITTEE	Next: 11/14/16

RESULT:	REFER TO COMMITTEE	Next: 12/5/2016 7:00 PM
----------------	---------------------------	--------------------------------

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

DATE: September 12, 2016

TO: Anthony I Wilson, Esq.
City Clerk

FROM: Hector Velez, DPW Engineer
on behalf of BPW

DEPARTMENT: City Clerk Office

SUBJECT: Board's agenda for:
September 26, 2016

NOTICE OF MEETING

Monday, September 26, 2016

5:00 P.M., at the corner of Dwight Street & Taylor Street, Springfield, MA.

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Minutes of Previous Meeting
Communications
Old Business

MOBILITIE

New Business: **Taylor Street, Bridge Street, Frank B. Murray.**

HEARING RE: To install new utility pole to
Provide high-speed network.

Attachment: 9-26-2016 notice MOBILITIE (3672 : Dwight Street (Mobilitie))

ITE ID: 9MAB001637 / BS90XSI51
DWIGHT ST & BRIDGE ST
SPRINGFIELD, MA 01103



GENERAL NOTES

THE FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. A TECHNICIAN WILL VISIT THE SITE AS REQUIRED FOR ROUTINE MAINTENANCE. THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT DISTURBANCE OR EFFECT ON DRAINAGE; NO SANITARY SEWER SERVICE, POTABLE WATER OR TRASH DISPOSAL IS REQUIRED AND NO COMMERCIAL SIGNAGE IS PROPOSED.

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SITE INFORMATION	
PROPERTY OWNER:	PUBLIC RIGHT-OF-WAY
ADDRESS/CROSS STREET:	DWIGHT ST & BRIDGE ST SPRINGFIELD, MA 01103
APPLICANT:	MOBILITIE, LLC
APPLICANT ADDRESS:	925B PEACHTREE STREET NE, SUITE 710 ATLANTA, GA 30309 PHONE: (312) 638-5400
LATITUDE:	N 42° 06' 17.2" (42.104775)
LONGITUDE:	W 72° 35' 23.6" (-72.589882)
LAT/LONG TYPE:	NAD 83
GROUND ELEVATION:	±66' AMSL
COUNTY:	HAMPDEN COUNTY
JURISDICTION:	SPRINGFIELD CITY

PROPERTY OWNER:	PUBLIC RIGHT-OF-WAY
ADDRESS/CROSS STREET:	DWIGHT ST & BRIDGE ST SPRINGFIELD, MA 01103
APPLICANT:	MOBILITIE, LLC
APPLICANT ADDRESS:	925B PEACHTREE STREET NE, SUITE 710 ATLANTA, GA 30309 PHONE: (312) 638-5400
LATITUDE:	N 42° 06' 17.2" (42.104775)
LONGITUDE:	W 72° 35' 23.6" (-72.589882)
LAT/LONG TYPE:	NAD 83
GROUND ELEVATION:	±66' AMSL
COUNTY:	HAMPDEN COUNTY
JURISDICTION:	SPRINGFIELD CITY

BEFORE SCALING:

CONTRACTORS SHALL VERIFY ALL PLANS, EXISTING DIMENSIONS & FIELD CONDITIONS ON THE JOB SITE & SHALL IMMEDIATELY NOTIFY THE ARCHITECT/ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

CONTRACTORS SHALL VERIFY ALL PLANS, EXISTING DIMENSIONS & FIELD CONDITIONS ON THE JOB SITE & SHALL IMMEDIATELY NOTIFY THE ARCHITECT/ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

VICINITY MAP

MAP DATA © 2015 GOOGLE

REGIONAL MAP

MAP DATA © 2015 GOOGLE

VICINITY MAP

The vicinity map shows the intersection of Bridge St and Dwight St. A black dot marks the 'SITE' location. Other labeled streets include Hillman St and Dwight St. Landmarks include Kimball Tower, Center Stage, and Health Center. A compass rose is located in the bottom right corner.

REGIONAL MAP

A detailed street map of downtown Springfield, Massachusetts. The map shows a grid of streets including Lyman St, Taylor St, Chestnut St, Worthington St, Winter St, Pearl St, Mattoon St, Chestnut St, Hillman St, Dwight St, Harrison Ave, and Market St. A black dot marks the location of the 'SITE' at the intersection of Dwight St and Bridge St. Other landmarks include 350 Grill, Stearns Square, Theodore's BBQ, Barnes St, Center Square, MGM Springfield, and the Pan African Cultural Museum. A compass rose is located in the bottom right corner, and the text 'MAP DATA © 2015 GOOGLE' is at the bottom.

PROJECT DESCRIPTION

END USER PROPOSES TO INSTALL EQUIPMENT ON PROPOSED UTILITY POLE WITHIN AN EXISTING RIGHT-OF-WAY. THE SCOPE WILL CONSIST OF THE FOLLOWING:

- INSTALL PROPOSED BACKHAUL TRANSPORT ON PROPOSED UTILITY POLE

END USER PROPOSES TO INSTALL EQUIPMENT ON PROPOSED UTILITY POLE WITHIN AN EXISTING RIGHT-OF-WAY. THE SCOPE WILL CONSIST OF THE FOLLOWING:

- INSTALL PROPOSED BACKHAUL TRANSPORT ON PROPOSED UTILITY POLE

CODES	
2015 INTERNATIONAL BUILDING CODE	
2014 NATIONAL ELECTRICAL CODE	

2015 INTERNATIONAL BUILDING CODE
2014 NATIONAL ELECTRICAL CODE

DRAWING INDEX	
SHEET NO:	SHEET TITLE
0.0	TITLE SHEET
1.0	SITE PLAN & EXHIBIT PHOTO
2.0	POLE ELEVATION
2.1	POLE ELEVATION
3.0	ANTENNA & EQUIPMENT MOUNTING DETAILS
3.1	ANTENNA & EQUIPMENT SPECIFICATIONS
4.0	ELECTRICAL DETAILS
5.0	GROUNDING DETAILS
6.0	EQUIPMENT & SAFETY LABELS
6.1	TRAFFIC CONTROL PLAN
6.2	TRAFFIC CONTROL PLAN
6.3	TRAFFIC CONTROL PLAN
GN-1	GENERAL NOTES
GN-2	GENERAL NOTES
THESE DRAWINGS ARE BASED ON SITE INFORMATION PROVIDED TO KMB. KMB HAS NOT PERFORMED FIELD VERIFICATION.	

SHEET NO:	SHEET TITLE
0.0	TITLE SHEET
1.0	SITE PLAN & EXHIBIT PHOTO
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ARCHITECT/ENGINEER

KMB DESIGN GROUP, LLC
1800 ROUTE 34, SUITE 209
WALL, NJ 07719
FOR QUESTIONS EMAIL: designteam@kmbdg.com
TEL: (732) 280-5623
FAX: (732) 280-3980
www.KMBDG.com

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TEL: (732) 280-5623
FAX: (732) 280-3980
www.KMBDG.com

PROJECT NO:	9MAB001637
DRAWN BY:	RC
CHECKED BY:	SJB

A	06-14-16	FOR CLIENT REVIEW

KMB DESIGN GROUP, LLC
Stephen A. Bray
PROFESSIONAL ENGINEER

Stephen A. Bray
PROFESSIONAL ENGINEER

PRELIMINARY
NOT FOR CONSTRUCTION

MA LICENSE: 47770 6/14/16

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BS90XS151B

DWIGHT ST & BRIDGE ST
SPRINGFIELD, MA 01103

UTILITY POLE

DWIGHT ST & BRIDGE ST
SPRINGFIELD, MA 01103

UTILITY POLE

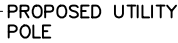
UTILITY POLE

SHEET TITLE
TITLE SHEET

TITLE SHEET

SHEET NUMBER
0.0

0.0



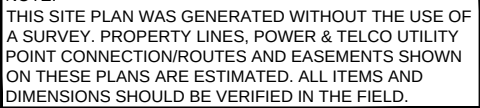
1

SCALE: NTS



2

SCALE: NTS



3

11x17 SCALE: 1/32" = 1'-0"

24x36 SCALE: 1/16" = 1'-0"

PROJECT NO: 9MAB001637

DRAWN BY: RC

CHECKED BY: SJB

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A	06-14-16	FOR CLIENT REVIEW
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DWIGHT ST & BRIDGE ST
SPRINGFIELD, MA 01103

UTILITY POLE

SHEET TITLE

SITE PLAN & EXHIBIT PHOTO

SHEET NUMBER

1.0

NO
KM
STP
PAR
REI
OB



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DWIGHT ST & BRIDGE ST
SPRINGFIELD, MA 01103

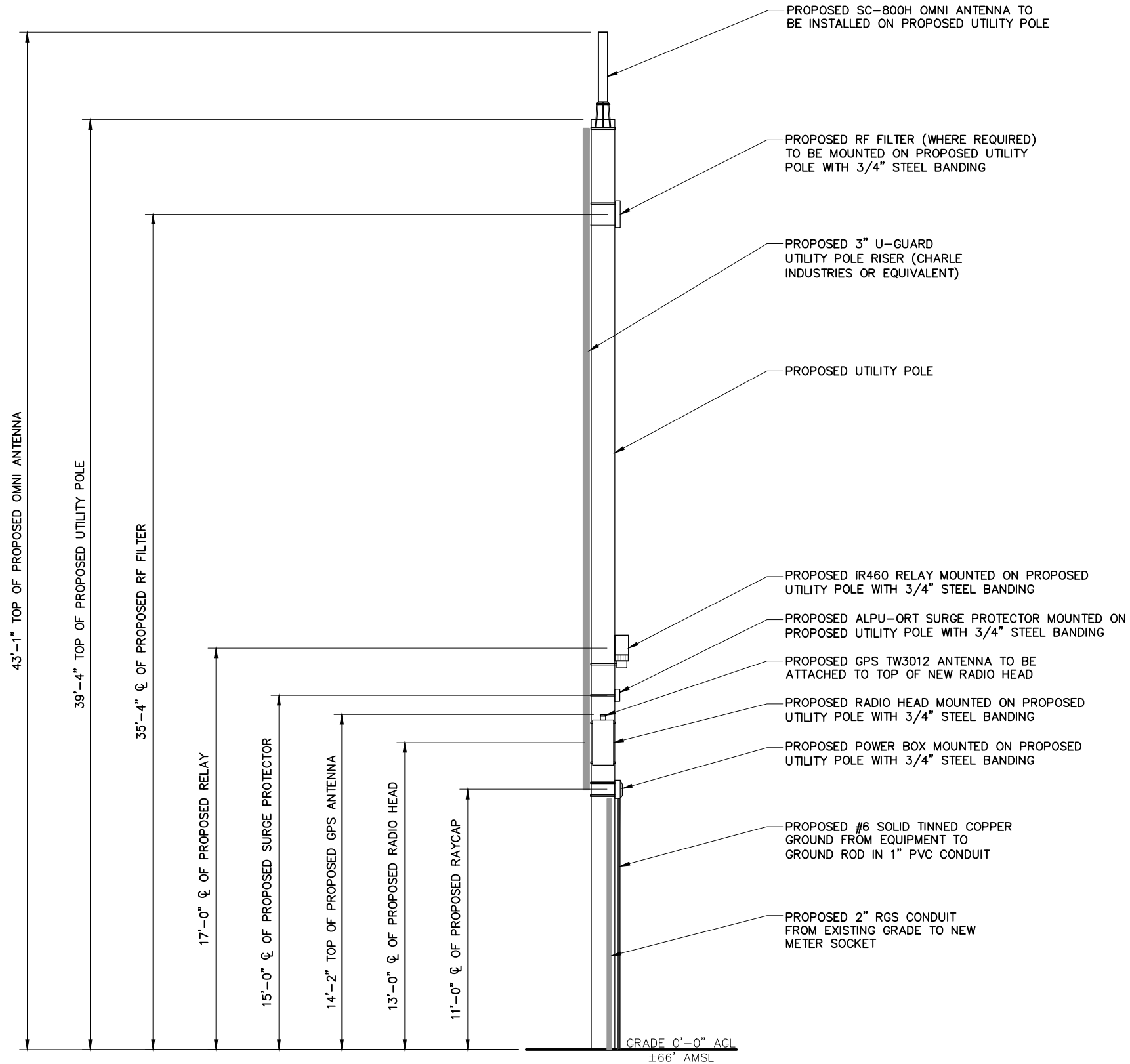
UTILITY POLE

SHEET TITLE

POLE ELEVATION

SHEET NUMBER
2.0

NO. ...
KMB DESIGN GROUP, LLC HAS NOT PERFORMED A FULL
STRUCTURAL ANALYSIS ON THE POLE AND MOUNTS AS
PART OF THIS SUBMITTAL. STRUCTURAL ANALYSIS
REPORT TO BE PROVIDED UNDER SEPARATE COVER AND
OBTAINED BY CONTRACTOR PRIOR TO CONSTRUCTION.



PROJECT NO:	9MAB001637
DRAWN BY:	RC
CHECKED BY:	SJB

A	06-14-16	FOR CLIENT REVIEW

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BS90XSI51B

DWIGHT ST & BRIDGE ST
SPRINGFIELD, MA 01103

UTILITY POLE

SHEET TITLE

POLE ELEVATION

SHEET NUMBER

2.1



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SPRINGFIELD, MA 01103

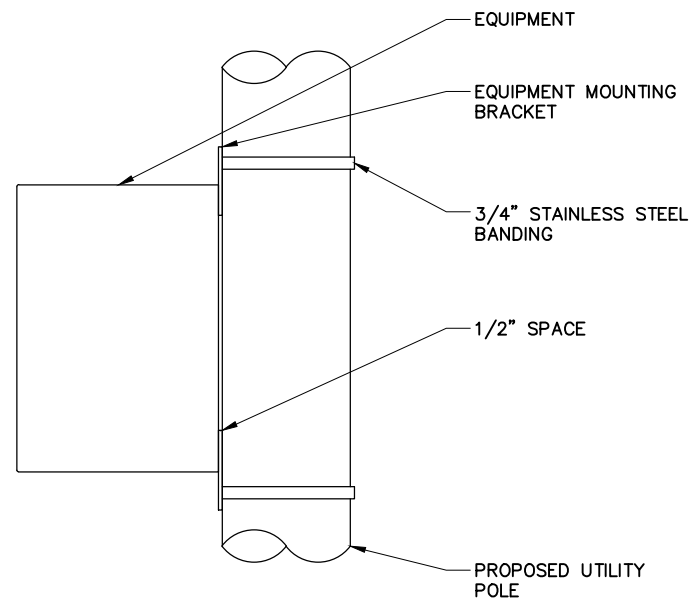
UTILITY POLE

SHEET TITLE

ANTENNA & EQUIPMENT MOUNTING DETAILS

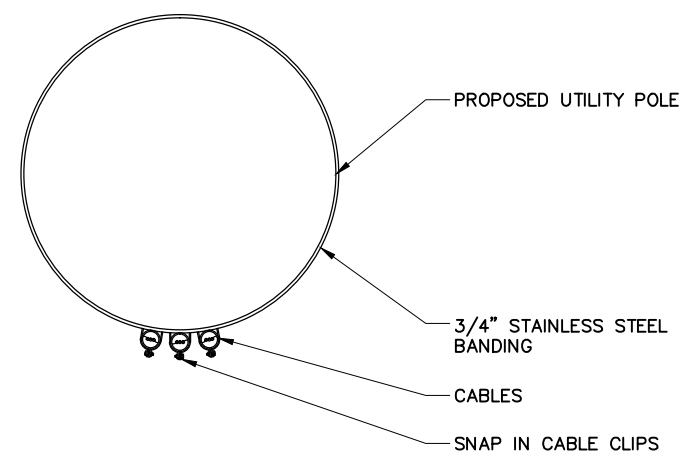
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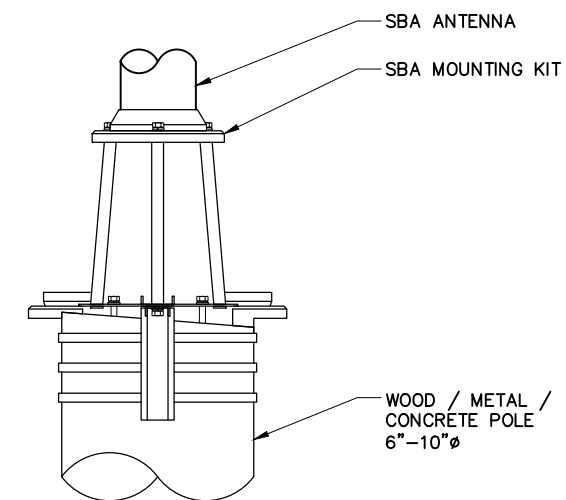
1	EQUIPMENT CONNECTION DETAIL
---	-----------------------------

SCALE: NTS



3	CABLE ROUTING DETAIL
---	----------------------

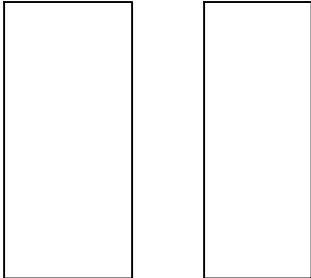
SCALE: NTS



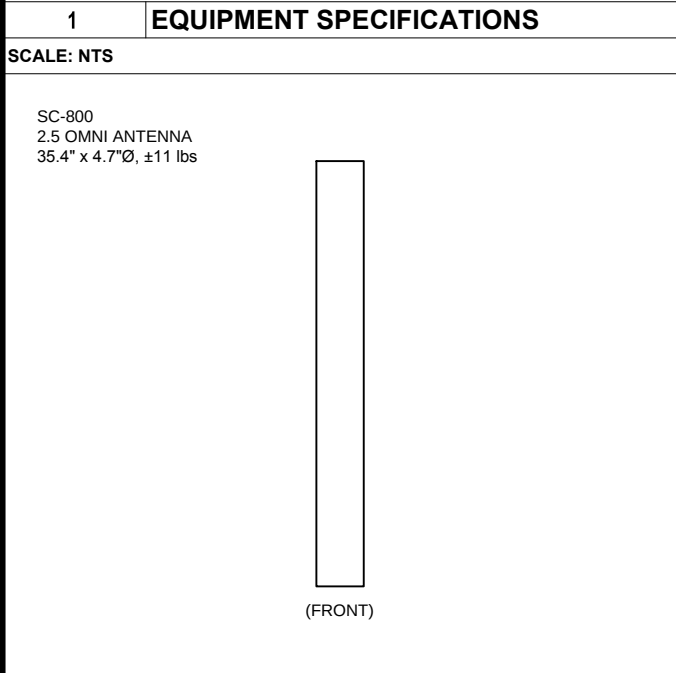
2	ANTENNA MOUNTING DETAIL
---	-------------------------

SCALE: NTS

AH4000
RADIO HEAD
20.1" x 9.1" x 8.9", ±55.1 lbs



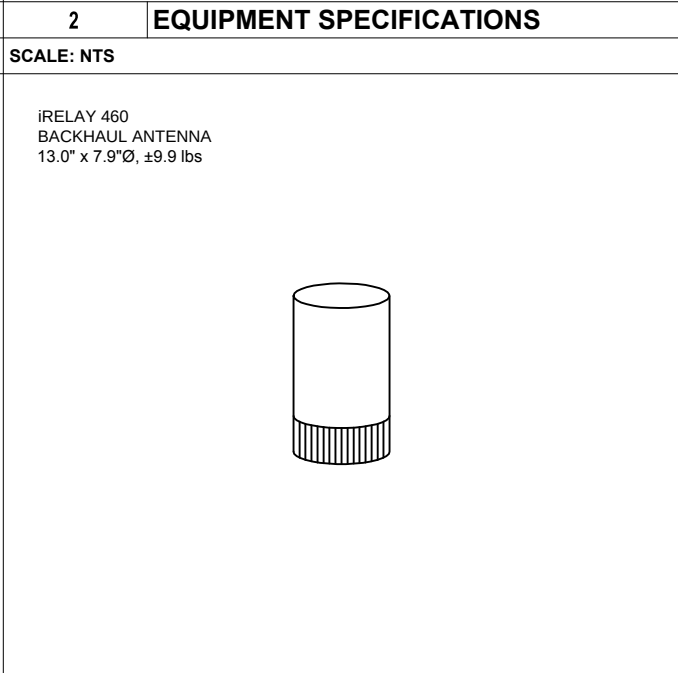
(FRONT) (SIDE)



TW3012
GPS ANTENNA
0.8" x 2.6"Ø, ±0.3 lbs


(PLAN)


(FRONT)

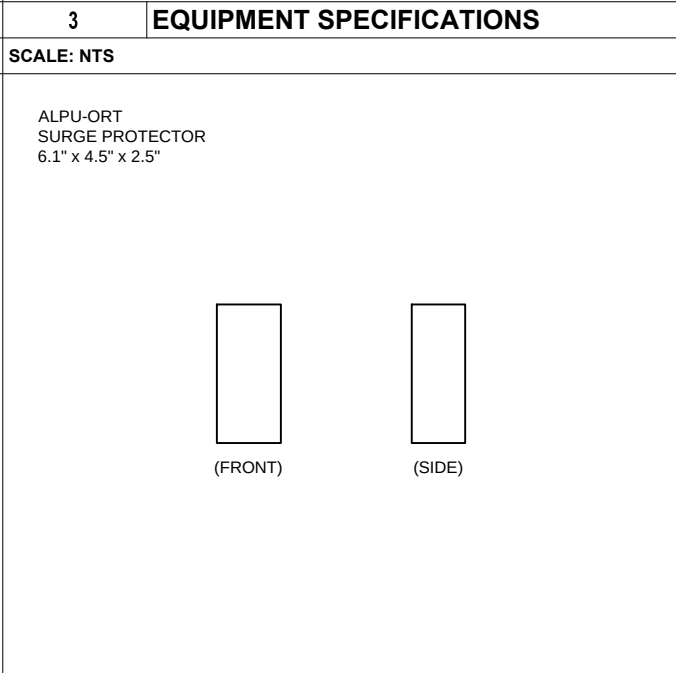


RSTAC-3112-P-120
AC POWER PANEL
9.25" x 9.50" x 3.81"

The technical drawing consists of two parts. The front view on the left shows a square panel with a recessed center. The recessed area is defined by four trapezoidal sections meeting at a central square. A small circle is located at the bottom center of the panel. The side view on the right shows the panel's profile, which is a rectangle with a small protrusion on the left side, corresponding to the recessed area of the front view.

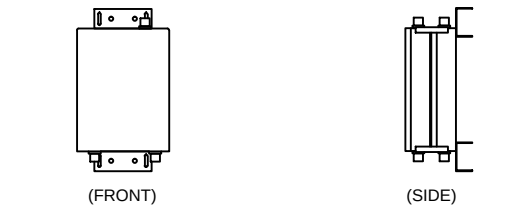
(FRONT)

(SIDE)



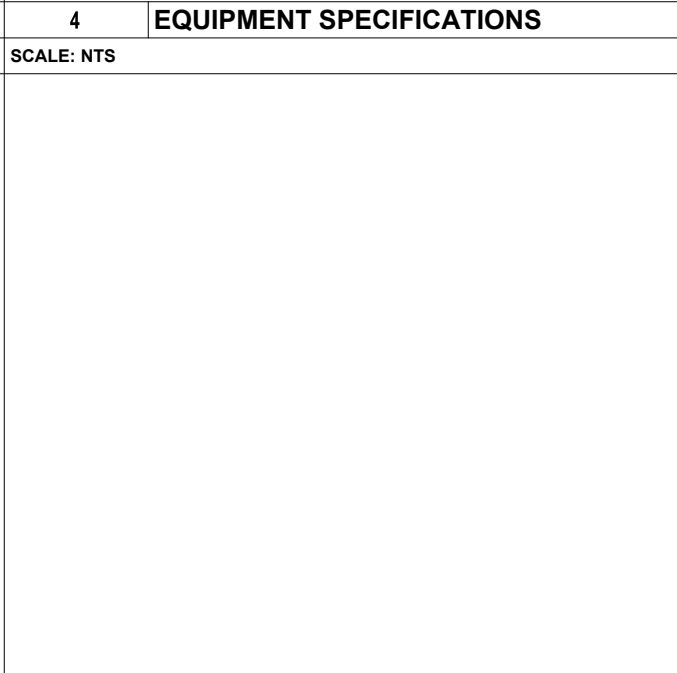
FIMBW2593S-1C
RF FILTER

13.6" x 8.1" x 2.4 ±7.7 lbs



(FRONT)

(SIDE)



SCALE: NTS

SC-800
2.5 OMNI ANTENNA
35.4" x 4.7"Ø, ±11 lbs

(FRONT)

(FRONT)

SCALE: NTS

iRELAY 460
BACKHAUL ANTENNA
13.0" x 7.9"Ø, ±9.9 lbs

A diagram of a cylinder. The bottom portion of the cylinder is shaded with vertical lines, representing a specific material or layer.

SCALE: NTS

ALPU-ORT
SURGE PROTECTOR
6.1" x 4.5" x 2.5"

The image shows two simple line drawings of a rectangular surge protector. The left drawing is labeled '(FRONT)' and the right drawing is labeled '(SIDE)'. Both drawings are empty rectangles, indicating that the specific details of the device are not provided in this schematic.

(FRONT) (SIDE)

(FRONT)



SCALE: NTS

CHECKED BY: SJB

A	06-14-16	FOR CLIENT REVIEW

Stephen A. Bray
PROFESSIONAL ENGINEER

MA LICENSE: 47770 6/14/16

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3.1

5.b

UTIL

WORK INCLUDES:

THESE NOTES AND ACCOMPANYING DRAWINGS COMPLEMENT THE PROVISIONS AND INSTALLATIONS BY THE ELECTRICAL CONTRACTOR, OF ALL LABOR, MATERIALS AND EQUIPMENT REQUIRED TO INSTALL THE ELECTRICAL WORK COMPLETE IN CONNECTION WITH THIS UTILITY SITE AND SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING:

1. THE PROVISIONS, INSTALLATION AND CONNECTION OF A GROUNDING ELECTRODE SYSTEM COMPLETE WITH SECONDARY GROUNDING, AND CONNECTIONS TO THE INCOMING ELECTRICAL DISTRIBUTION EQUIPMENT.

2. THE PROVISION AND INSTALLATION OF AN OVERHEAD ELECTRICAL SERVICE OR UNDERGROUND ELECTRICAL SERVICE AND ALL ASSOCIATED WIRE AND CONDUIT AS REQUIRED AND/OR INDICATED ON PLANS.

3. THE PROVISION AND INSTALLATION OF CONDUIT AND CONNECTIONS FOR LOCAL FIBER SERVICE.

4. THE FURNISHING AND INSTALLATION OF THE ELECTRICAL SERVICE ENTRANCE CONDUCTORS, CONDUITS, METER SOCKET, AND CONNECTIONS TO THE SERVICE EQUIPMENT.

5. ALL CONDUITS SHOULD BE LEFT WITH NYLON PULL CORD FOR FUTURE USE.

6. EXCAVATION, TRENCHING, AND BACKFILLING FOR CONDUIT(S), CABLE(S) AND EXTERNAL GROUNDING SYSTEM.

CODICES, PERMITS AND FEES:

1. ALL REQUIRED PERMITS, LICENSES, INSPECTIONS AND APPROVALS SHALL BE SECURED AND ALL FEES FOR SAME PAID BY CONTRACTOR.

2. THE INSTALLATION SHALL COMPLY WITH ALL APPLICABLE CODICES: STATE, LOCAL AND NATIONAL AND THE DESIGN, PERFORMANCE CHARACTERISTICS AND METHODS OF CONSTRUCTION OF ALL ITEMS AND EQUIPMENT SHALL BE IN ACCORDANCE WITH THE LATEST ISSUE OF THE VARIOUS APPLICABLE STANDARD SPECIFICATIONS OF THE FOLLOWING AUTHORITIES:

N.E.C.

NATIONAL ELECTRICAL CODE

A.N.S.I.

AMERICAN NATIONAL STANDARDS INSTITUTE

I.E.E.E.

INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS

A.S.T.M.

AMERICAN SOCIETY FOR TESTING MATERIALS

N.E.M.A.

NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION

U.L.

UNDERWRITERS LABORATORIES, INC.

N.F.P.A.

NATIONAL FIRE PROTECTION ASSOCIATION

RACEWAYS AND WIRING:

1. WIRING OF EVERY KIND MUST BE INSTALLED IN CONDUIT, UNLESS NOTED OTHERWISE, OR AS APPROVED BY THE ARCHITECT/ENGINEER.

2. UNLESS OTHERWISE SPECIFIED, ALL WIRING SHALL BE COPPER (CU) TYPE THWN, SIZED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE AND LOCAL CODICES.

3. RACEWAYS SHALL BE GALVANIZED STEEL, SIZED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE AND LOCAL CODICES UNLESS OTHERWISE NOTED. ALL RACEWAYS SHALL BE APPROVED FOR THE INSTALLATION.

4. PULL OR JUNCTION BOXES SHALL BE PROVIDED AS REQUIRED TO FACILITATE INSTALLATION OF RACEWAYS AND WIRING. PROVIDE JUNCTION AND PULLBOXES FOR CONDUIT RUNS WITH MORE THAN (360) DEGREES OF BENDS.

5. PROVIDE A COMPLETE RACEWAY AND WIRING INSTALLATION, PERMANENTLY AND EFFECTIVELY GROUNDED IN ACCORDANCE WITH ARTICLE 250 OF THE NATIONAL ELECTRICAL CODE AND LOCAL CODICES.

6. ALL STEEL CONDUIT SHALL BE BONDED AT BOTH ENDS WITH GROUNDING BUSHING.

GENERAL NOTES:

SEE DETAILS, SCHEDULES AND SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS AND INFORMATION. CHECK ARCHITECTURAL, STRUCTURAL, AND OTHER MECHANICAL AND ELECTRICAL DRAWINGS FOR SCALE, SPACE LIMITATIONS, COORDINATION, AND ADDITIONAL INFORMATION, ETC. REPORT ANY DISCREPANCIES, CONFLICTS, ETC. TO ARCHITECT/ENGINEER BEFORE SUBMITTING BID. ALL EQUIPMENT FURNISHED BY OTHERS (FBO) SHALL BE PROVIDED WITH PROPER MOTOR STARTERS, DISCONNECTS, CONTROLS, ETC. BY THE ELECTRICAL CONTRACTOR UNLESS SPECIFICALLY NOTED OTHERWISE. THE ELECTRICAL CONTRACTOR SHALL INSTALL AND COMPLETELY WIRE ALL ASSOCIATED EQUIPMENT IN ACCORDANCE WITH MANUFACTURER'S WIRE DIAGRAMS AND AS REQUIRED FOR A COMPLETE OPERATING INSTALLATION. ELECTRICAL CONTRACTOR SHALL VERIFY AND COORDINATE ELECTRICAL CHARACTERISTICS AND REQUIREMENTS OF (FBO) EQUIPMENT PRIOR TO ROUGH-IN OF CONDUIT AND WIRING TO AVOID CONFLICTS.

COORDINATION WITH UTILITY COMPANY:

THE ELECTRICAL CONTRACTOR SHALL COORDINATE COMPLETE ELECTRICAL SERVICE WITH LOCAL UTILITY COMPANY FOR A COMPLETE OPERATIONS SYSTEM, INCLUDING TRANSFORMER CONNECTIONS, CONCRETE TRANSFORMER PADS, IF REQUIRED, METER SOCKETS, PRIMARY CABLE RACEWAY REQUIREMENTS, SECONDARY SERVICE, ETC. PRIOR TO SUBMITTING BID TO INCLUDE ALL LABOR AND MATERIALS. THE ELECTRICAL CONTRACTOR SHALL INCLUDE IN THE BID ANY OPTIONAL OR EXCESS FACILITY CHARGES ASSOCIATED WITH PROVIDING ELECTRICAL SERVICE FROM LOCAL UTILITY COMPANY. VERIFY BEFORE BIDDING TO INCLUDE ALL COSTS. THE ELECTRICAL CONTRACTOR SHALL VERIFY THE AVAILABLE FAULT CURRENT WITH THE LOCAL UTILITY COMPANY PRIOR TO SUBMITTING BID. ADJUST A.I.C. RATINGS OF ALL OVER CURRENT PROTECTION DEVICES IN DISTRIBUTION EQUIPMENT AS REQUIRED TO COORDINATE WITH AVAILABLE FAULT CURRENT FROM LOCAL UTILITY COMPANY.

1

NOTES

SPACE FOR FUTURE CIRCUIT BREAKER EXPANSION

DIN MOUNT SURGE PROTECTION DEVICE

20 AMP CIRCUIT BREAKER

5 AMP CIRCUIT BREAKER

GROUND BUSBAR

L2 CONNECTION TERMINAL

L1 CONNECTION TERMINAL

ISOLATED NEUTRAL BUSBAR

NEUTRAL/GROUND BONDING STRIP

2

AC DISTRIBUTION PANEL

SCALE: NTS

Attachment: BS90XSI51B_CONSTDWC9S0_20160614_A1P (3672 : Dwight Street (Mobile))

NOTE:

CABLING DIAGRAM IS FOR CLARITY OF CABLE ROUTE AND TERMINATION ONLY. CONTRACTOR SHALL INSTALL CABLES WITH MINIMAL VISUAL IMPACT ON PROPOSED UTILITY POLE. SEE ELEVATION DRAWING FOR EQUIPMENT AND ANTENNA LOCATIONS.

LEGEND

COAX CABLES

ETHERNET CABLES

POWER CABLES

PROPOSED ANTENNA

PROPOSED (2) 1/2" COAX JUMPERS. DRIP LOOP NOT TO EXCEED RATED BENDING RADIUS OF CABLE

PROPOSED RF FILTER (WHERE REQUIRED)

PROPOSED UE RELAY ANTENNA

PROPOSED CAT 5 ETHERNET CABLE

PROPOSED RRU

PROPOSED UTILITY POLE

PROPOSED 3" U-GUARD UTILITY POLE RISER (CHARLE INDUSTRIES OR EQUIVALENT)

PROPOSED AC DISTRIBUTION BOX

PROPOSED DISCONNECT SWITCH

PROPOSED METER SOCKET

PROPOSED 2" RGS CONDUIT FROM EXISTING GRADE TO NEW METER SOCKET

PROPOSED 1" SCH 40 PVC GROUNDING CONDUIT

PROPOSED 2"Ø SCH 80 PVC CONDUIT FROM POWER POC TO GRADE LINE

PROPOSED QUAZITE ENCLOSURE

PROPOSED POWER CABLE MOUNTED TO UTILITY POLE IN SCH 40 PVC,PER THE UTILITY REQUIREMENTS

3

CABLE DIAGRAM

SCALE: NTS

mobilitie

PROJECT NO:

9MAB001637

DRAWN BY:

RC

CHECKED BY:

SJB

A

06-14-16

FOR CLIENT REVIEW

KMB DESIGN GROUP, LLC

Stephen A. Bray

PROFESSIONAL ENGINEER

PRELIMINARY

NOT FOR CONSTRUCTION

MA LICENSE: 47770

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BS90XSI51B

DWIGHT ST & BRIDGE ST

SPRINGFIELD, MA 01103

UTILITY POLE

SHEET TITLE

ELECTRICAL DETAILS

SHEET NUMBER

4.0

Packet Pg. 97



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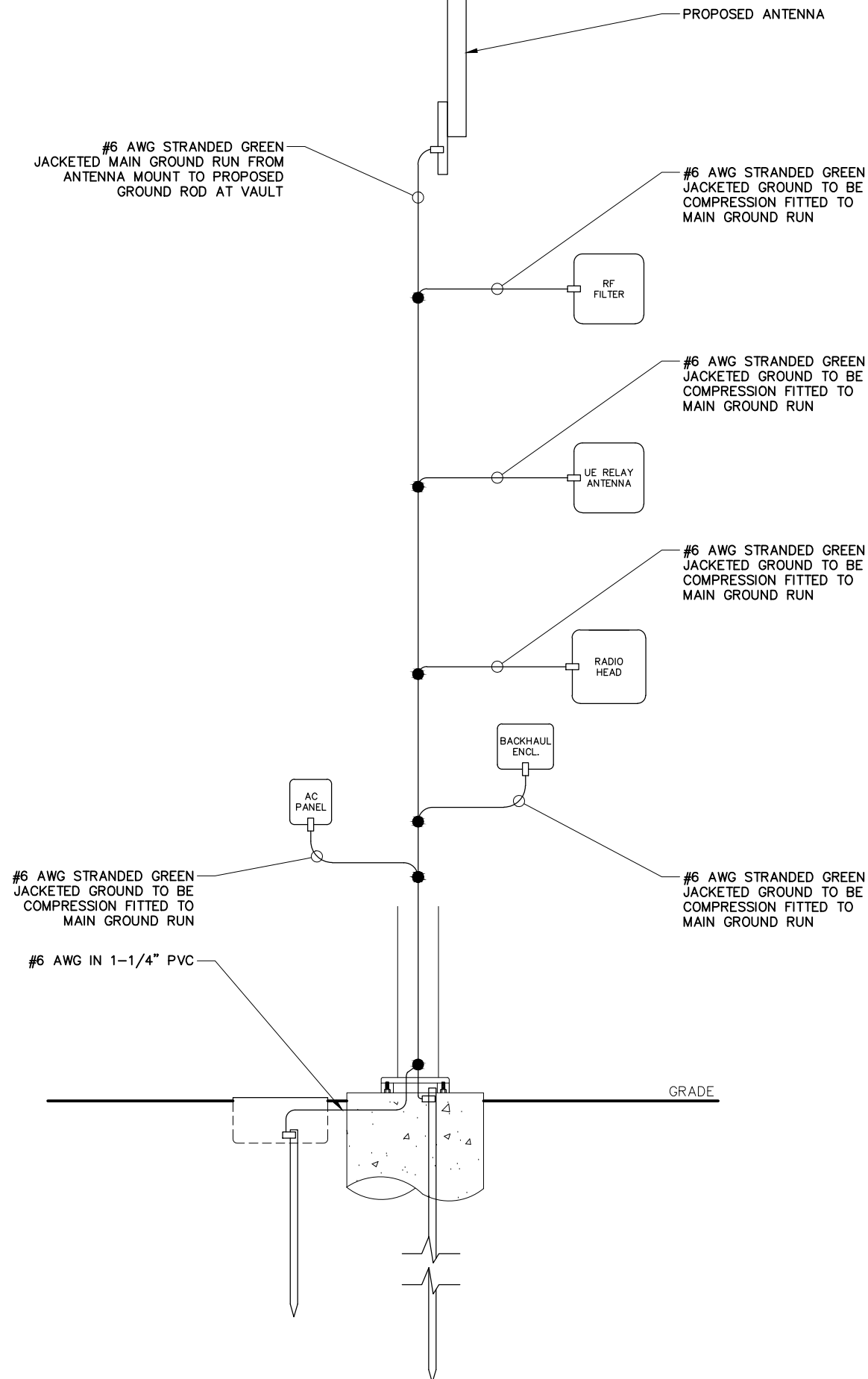
UTILITY POLE

SHEET TITLE

GROUNDING DETAILS

SHEET NUMBER

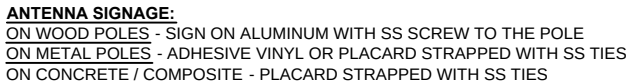
5.0



LEGEND

- CADWELD CONNECTION
- MECHANICAL CONNECTION
- COMPRESSION CONNECTION

NOTE:
GROUNDING RISER FOR DIAGRAMMATIC
PURPOSES ONLY. SEE ELEVATION DRAWING
FOR EQUIPMENT AND ANTENNA LOCATIONS.



1	RF NOTICE SIGN DETAIL
---	-----------------------

OWNER / OPERATOR NOTE:
 THE ID LABEL TO BE AFFIXED WITH TZeS241 LABELING TAPE OR EQUIVALENT
 BLACK ON WHITE LABELING TAPE OF AT LEAST 18mm WIDTH WITH
 EXTRA-STRENGTH ADHESIVE. USE ANY COMPATIBLE P-TOUCH LABEL MAKER.
 TEXT SHOULD BE PRINTED IN ALL CAPS WITH A MINIMUM HEIGHT OF 1/2".

3	POLE OWNER SIGN DETAIL
---	-------------------------------

NOTE:
RF/POWER DISCONNECT SIGN TO BE PLACED
ON OUTSIDE DOOR OF AC DISTRIBUTION BOX.

2	RF/POWER DISCONNECT SIGN
---	--------------------------

SCALE: NTS



In case of emergency contact:
EMAIL: NOC@ITBUTILITY.COM
PHONE: (877) 244-7889

SITE ID: 9MAB001637

Packet Pg. 99

PROJECT NO: 9MAB001637

DRAWN BY: RC

CHECKED BY: SJB

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DWIGHT ST & BRIDGE ST
SPRINGFIELD, MA 01103

UTILITY POLE

SHEET TITLE

EQUIPMENT & SAFETY LABELS

SHEET NUMBER

6.0

1	TRAFFIC CONTROL NOTES
---	-----------------------

SCALE: NTS

2 MULTILANE, WORK WITHIN TRAVEL WAY MEDIAN OR OUTSIDE LANE

SCALE: NTS

6.1

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SPRINGFIELD, MA 01103

UTILITY POLE

BS90XSI51B

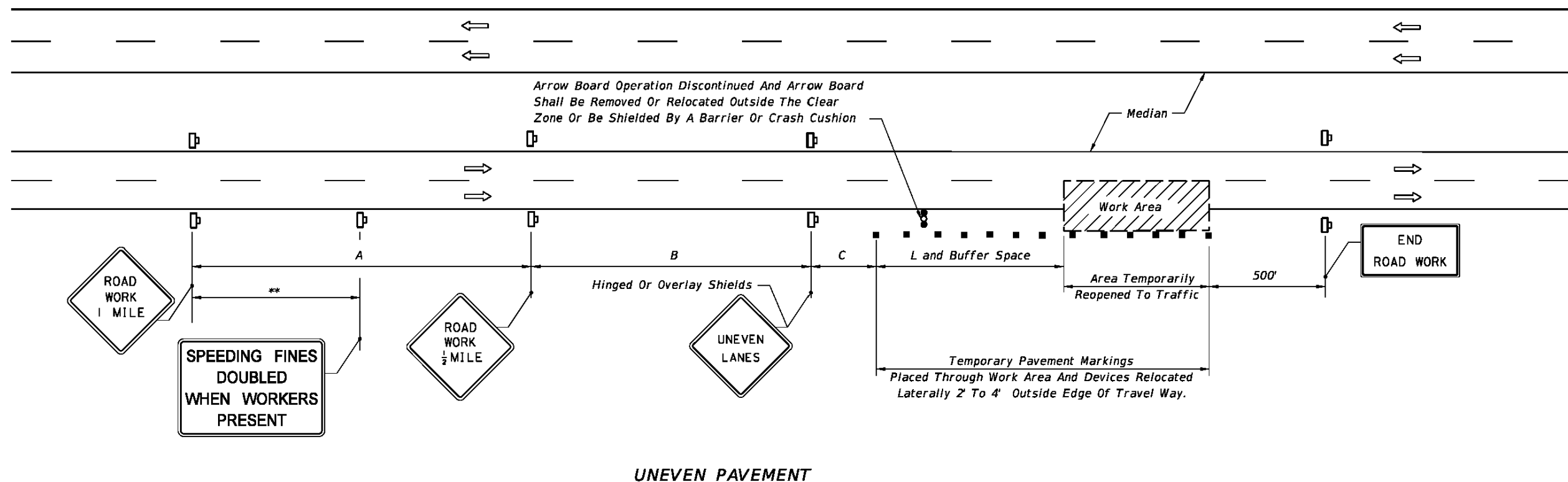
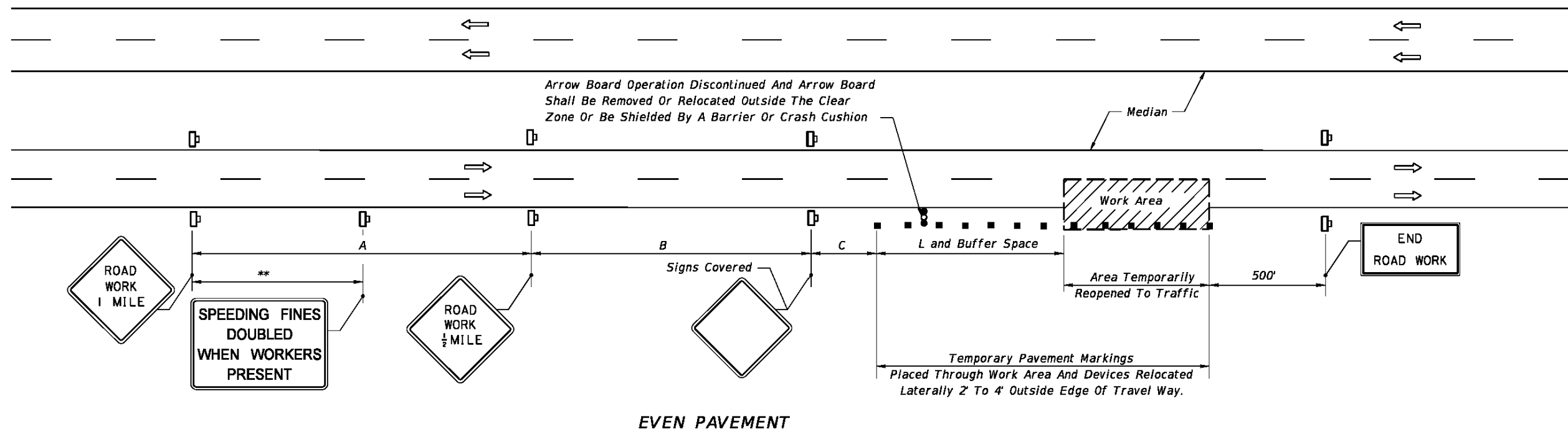
DWIGHT ST & BRIDGE ST
SPRINGFIELD, MA 01103

UTILITY POLE

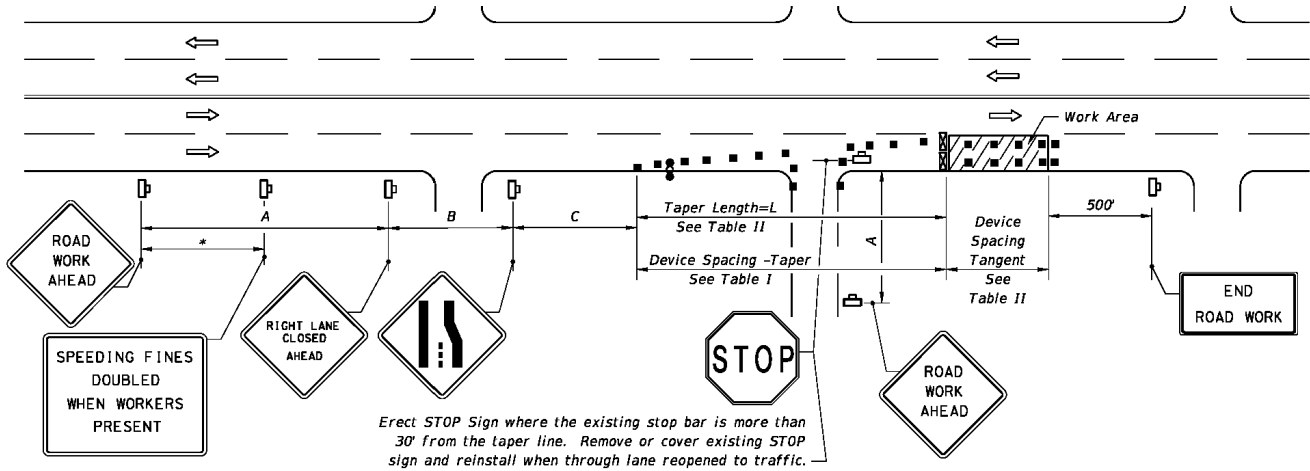
SHEET TITLE
TRAFFIC CONTROL PLAN

SHEET NUMBER
6.2

SHEET NUMBER
6.2



INTERMITTENT WORK STOPPAGE - LANE REOPENED TO TRAFFIC



RIGHT LANE CLOSED ON FAR SIDE OF MINOR SIDESTREET

Speed	Spacing (ft.)		
	A	B	C
40 mph or less	200	200	200
45 mph	350	350	350

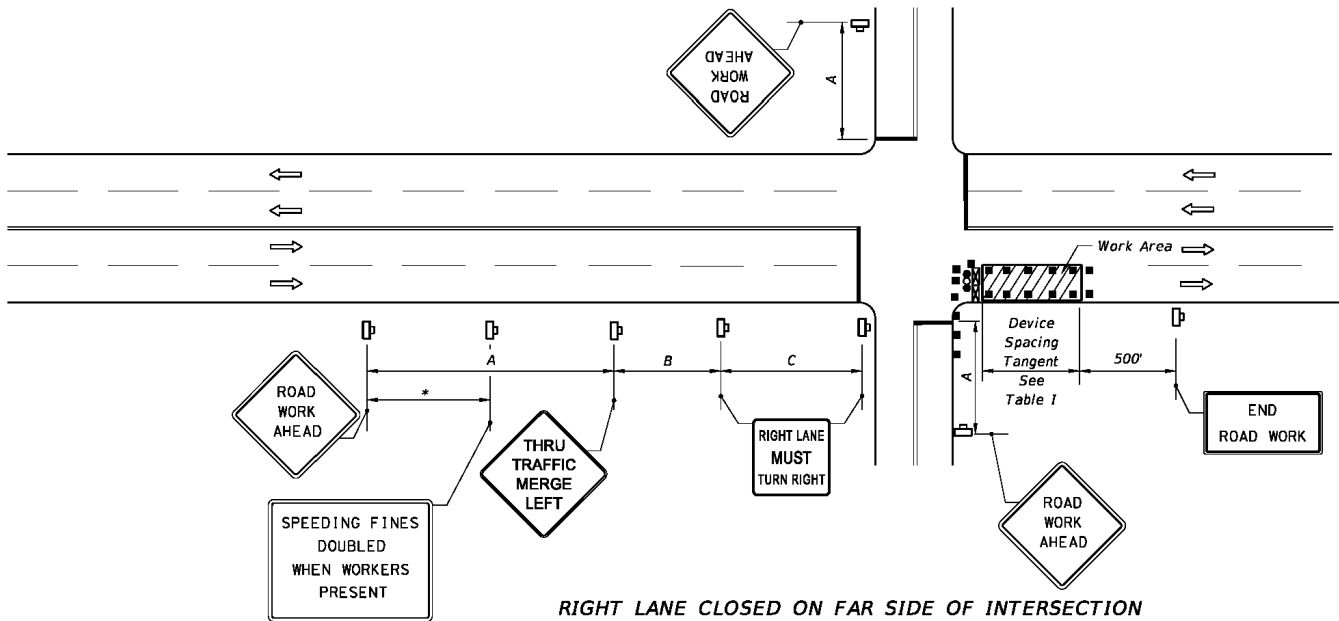
* 500' beyond the ROAD WORK AHEAD sign or
midway between signs whichever is less.

Speed (mph)	Max. Distance Between Devices (ft.)			
	Cones or Tubular Markers		Type I or Type II Barricades or Vertical Panels or Drums	
	Taper	Tangent	Taper	Tangent
25	25	50	25	50
30 to 45	25	50	30	50

Speed (mph)	L (ft)	Notes (Merge)
25	125	$L = \frac{WS^2}{60}$
30	180	
35	245	
40	320	
45	540	$L=WS$

For lateral transitions other than 12', use formula for L shown in the notes column. Where:

L = Length of taper in feet
W = Width of lateral transition in feet
S = Posted speed limit (mph)



**RIGHT LANE CLOSED ON FAR SIDE OF INTERSECTION
WITH SIGNIFICANT RIGHT TURNING MOVEMENTS**

1. The normal procedure is to close on the near side of the intersection any lane that is not carried through the intersection. However, when this results in the closure of a right lane having significant right turning movements, then the right lane may be restricted to right turns only as shown in this detail.
2. For intersection approaches reduced to a single lane, left turning movements may be prohibited to maintain capacity for through vehicular traffic.

GENERAL NOTES

1. *Work operations shall be confined to either one lane, or lane combinations as follows:*
- a. Outside travel lane;*
 - b. Outside auxiliary lane;*
 - c. Outside travel lane and adjoining auxiliary lane;*
 - d. Inside travel lane*
 - e. Inside auxiliary lane*
 - f. Inside travel lane and adjoining auxiliary lane*
- See Sheet 3*

If the work area is confined to an auxiliary lane the work area shall be barricaded and the RIGHT (LEFT) LANE CLOSED AHEAD signs replaced by ROAD WORK AHEAD signs, and the merge symbol signs eliminated.

2. When vehicles in a parking zone block the line of sight to TCZ signs, the signs shall be post mounted and located in accordance with MUTCD.

DURATION NOTES

For work operations up to approximately 15 minutes, signs channelizing devices, and arrow board may be omitted if all of the following conditions are met:

- a. Speed limit is 45 mph or less.
- b. No sight obstructions to vehicles approaching the work area for a distance equal to twice the taper length.
- c. Volume and complexity of the roadway has been considered.
- d. The closed lane is occupied by a class 5 or larger, medium duty truck(s) with a minimum gross weight vehicle rating (GWVR) of 16,001 lb with high-intensity, rotating, flashing, oscillating, or strobe lights mounted above the cab height and operating.

2. For work operations up to 60 minutes, the arrow board may be omitted if conditions a, b, and c in DURATION NOTE 1 are met, and vehicles in the work area have high-intensity, rotating, flashing, oscillating, or strobe lights operating.

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UTILITY POLE

SHEET TITLE

TRAFFIC CONTROL PLAN

SHEET NUMBER

6.3

GLINIAL

THE CONSTRUCTION DOCUMENT DRAWINGS ARE INTERRELATED. WHEN PERFORMING THE WORK, EACH CONTRACTOR MUST REFER TO ALL DRAWINGS. COORDINATION IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR.

GENERAL REQUIREMENTS

PART 1 – GENERAL

1. OBTAIN AND SUBMIT RELEASES ENABLING THE OWNER UNRESTRICTED USE OF THE WORK AND ACCESS TO SERVICES AND UTILITIES; INCLUDE OCCUPANCY PERMITS, OPERATING CERTIFICATES AND SIMILAR RELEASES.
2. SUBMIT RECORD DRAWINGS, DAMAGE OR SETTLEMENT SURVEY, PROPERTY SURVEY, AND SIMILAR FINAL RECORD INFORMATION.
3. COMPLETE FINAL CLEAN UP REQUIREMENT, INCLUDING TOUCH-UP PAINTING. TOUCH UP AND OTHERWISE REPAIR AND RESTORE MARRED EXPOSED FINISHES.

PART 2 – FINAL CLEANING

1. COMPLETE THE FOLLOWING CLEANING OPERATIONS BEFORE REQUESTING INSPECTION FOR CERTIFICATION ON COMPLETION.
 - A. CLEAN THE PROJECT SITE, YARD AND GROUNDS IN AREAS DISTURBED BY CONSTRUCTION ACTIVITIES, INCLUDING LANDSCAPE DEVELOPMENT AREA, OF RUBBISH, WASTE MATERIALS, LITTER AND FOREIGN SUBSTANCES. SWEEP PAVED AREAS BROOM CLEAN. REMOVE PETRO-CHEMICAL SPILLS, STAINS AND OTHER FOREIGN DEPOSITS. RAKE GROUNDS THAT ARE NEITHER PLANTED NOR PAVED, TO A SMOOTH EVEN-TEXTURED SURFACE.
 - B. REMOVE TOOLS, CONSTRUCTION EQUIPMENT, MACHINERY AND SURPLUS MATERIAL FROM THE SITE.
 - C. REMOVE SNOW AND ICE TO PROVIDE SAFE ACCESS TO THE SITE AND EQUIPMENT ENCLOSURE.
 - D. CLEAN EXPOSED EXTERIOR HARD SURFACED FINISHES TO A DIRT-FREE CONDITION, FREE OF STAINS, FILMS AND SIMILAR FOREIGN SUBSTANCES. AVOID DISTURBING NATURAL WEATHERING OF EXTERIOR SURFACES.
 - E. REMOVE DEBRIS FROM LIMITED ACCESS SPACES, INCLUDING HANDHOLES, MANHOLES, AND SIMILAR SPACES.
 - F. REMOVE LABELS THAT ARE NOT PERMANENT LABELS.
 - G. TOUCH UP AND OTHERWISE REPAIR AND RESTORE MARRED EXPOSED FINISHES AND SURFACES. REPLACE FINISHES AND SURFACES THAT CANNOT BE SATISFACTORILY REPAIRED OR RESTORED, OR THAT SHOW EVIDENCE OF REPAIR OR RESTORATION. DO NOT PAINT OVER "UL" AND SIMILAR LABELS, INCLUDING ELECTRICAL NAME PLATES.
 - H. LEAVE THE PROJECT CLEAN AND READY FOR OCCUPANCY.
 - I. DUST OFF ALL EQUIPMENT AND ITEMS WITHIN EQUIPMENT ENCLOSURE.
2. REMOVAL OF PROTECTION: REMOVE TEMPORARY PROTECTION AND FACILITIES INSTALLED DURING CONSTRUCTION TO PROTECT PREVIOUSLY COMPLETED INSTALLATIONS DURING THE REMAINDER OF THE CONSTRUCTION PERIOD.

SITE WORK

PART 1 – GENERAL

1. WORK INCLUDED: SEE SITE PLAN.
2. DESCRIPTIONS: IF APPLICABLE, LEASE AREA, AND UNDERGROUND UTILITY EASEMENTS ARE TO BE CONSTRUCTED TO PROVIDE A WELL DRAINED, EASILY MAINTAINED, EVEN SURFACE FOR USE AND ACCESS.
3. QUALITY ASSURANCE
 - A. APPLY SOIL STERILIZER IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS (AS NEEDED).
 - B. APPLY AND MAINTAIN GRASS SEED AS RECOMMENDED BY THE SEED PRODUCER (IF REQUIRED).
 - C. PLACE AND MAINTAIN VEGETATION LANDSCAPING, IF INCLUDED WITHIN THE CONTRACT, AS RECOMMENDED BY NURSERY INDUSTRY STANDARDS.
4. SEQUENCING
 - A. CONFIRM SURVEY STAKES AND SET ELEVATION STAKES PRIOR TO ANY CONSTRUCTION.
 - B. CONSTRUCT TEMPORARY CONSTRUCTION AREA. DESIGNATED AREA TO BE APPROVED BY CONSTRUCTION MANAGER AND LOCAL AUTHORITIES.
 - C. APPLY SOIL STERILIZER PRIOR TO PLACING BASE MATERIALS.
 - D. GRADE, SEED, FERTILIZE, AND MULCH ALL AREAS DISTURBED BY CONSTRUCTION (INCLUDING UNDERGROUND UTILITY EASEMENTS) IMMEDIATELY AFTER BRINGING LEASE AREA TO BASE COURSE ELEVATION, WATER TO ENSURE GROWTH.
 - E. AFTER APPLICATIONS OF FINAL SURFACES, APPLY SOIL STERILIZER TO STONE SURFACES.

5. SUBMITTALS
- A. BEFORE CONSTRUCTION: IF LANDSCAPING IS APPLICABLE TO THE CONTRACT, SUBMIT TWO COPIES OF THE LANDSCAPE PLAN ON NURSERY LETTERHEAD. IF A LANDSCAPE ALLOWANCE WAS INCLUDED IN THE CONTRACT, PROVIDE AN ITEMIZED LISTING OF PROPOSED COSTS ON NURSERY LETTERHEAD
- B. AFTER CONSTRUCTION
- MANUFACTURER'S DESCRIPTION OF PRODUCT AND WARRANTY STATEMENT ON SOIL STERILIZER.
 - MANUFACTURER'S DESCRIPTION OF PRODUCT ON GRASS SEED AND FERTILIZER.
 - LANDSCAPING WARRANTY STATEMENT

1. WARRANTY
- A. IN ADDITION TO THE WARRANTY ON ALL CONSTRUCTION COVERED IN THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL REPAIR ALL DAMAGE AND RESTORE AREA AS CLOSE TO ORIGINAL CONDITION AS POSSIBLE AT SITE AND SURROUNDINGS.
 - B. SOIL STERILIZATION APPLICATION TO GUARANTEE VEGETATION FREE AREAS FOR ONE YEAR FROM DATE OF FINAL INSPECTION.
 - C. DISTURBED AREA WILL REFLECT GROWTH OF NEW GRASS COVER PRIOR TO FINAL INSPECTION.
 - D. LANDSCAPING, IF INCLUDED WITHIN THE SCOPE OF THE CONTRACT, WILL BE GUARANTEED FOR ONE YEAR FROM DATE OF FINAL INSPECTION.

PART 2 – PRODUCTS

1. MATERIALS
- A. SOIL STERILIZER SHALL BE EPA-REGISTERED, PRE-EMERGENCE LIQUID:
- | | |
|------------------|----------------------------|
| TOTAL KILL | PHASAR CORPORATION |
| PRODUCT 910 | P.O. BOX 5123 |
| EPA 10292-7 | DEARBORN, MI 48128 |
| (313) 563-8000 | |
| AMBUSH HERBICIDE | FRAMAR INDUSTRIAL PRODUCTS |
| EPA REGISTERED | 1435 MORRIS AVE. |
| | UNION, NJ 07083 |
| (800) 526-4924 | |
- B. ROAD AND SITE MATERIALS SHALL CONFORM TO STATE AND LOCAL DOT SPECIFICATIONS FILL MATERIAL (UNLESS OTHERWISE NOTED) - ACCEPTABLE SELECT FILL SHALL BE IN ACCORDANCE WITH STATE DEPARTMENT OF HIGHWAY AND TRANSPORTATION STANDARD SPECIFICATIONS.
- C. SOIL STABILIZER FABRIC SHALL BE MIRAFI 500X.

PART 3 – EXECUTION

- INSPECTIONS: LOCAL BUILDING INSPECTORS SHALL BE NOTIFIED NO LESS THAN 48 HOURS IN ADVANCE OF CONCRETE POURS, UNLESS OTHERWISE SPECIFIED BY JURISDICTION
2. PREPARATION
 - A. CLEAR BRUSH AND DEBRIS FROM LEASE AREA AND UNDERGROUND UTILITY EASEMENTS AS REQUIRED FOR CONSTRUCTION.
 - B. UNLESS OTHERWISE INSTRUCTED BY LESSEE, TRANSPORT ALL REMOVED TREES, BRUSH AND DEBRIS FROM THE PROPERTY TO AN AUTHORIZED LANDFILL.
 - C. PRIOR TO PLACEMENT OF FILL OR BASE MATERIALS, ROLL THE SOIL.
 - D. WHERE UNSTABLE SOIL CONDITIONS ARE ENCOUNTERED, LINE THE AREAS WITH STABILIZER MAT PRIOR TO PLACEMENT OF FILL OR BASE MATERIAL.
3. INSTALLATION
 - A. CLEAR EXCESS SPOILS, IF ANY, FROM JOB SITE AND DO NOT SPREAD BEYOND THE LIMITS OF PROJECT AREA UNLESS AUTHORIZED BY PROJECT MANAGER AND AGREED TO BY LANDOWNER.
 - B. PLACE FILL OR STONE IN SIX INCH (6") MAXIMUM LIFTS, AND COMPACT BEFORE PLACING NEXT LIFT.
 - C. APPLY SEED, FERTILIZER, AND STRAW COVER TO ALL OTHER DISTURBED AREAS, DITCHES, AND DRAINAGE SWALES, NOT OTHERWISE RIPRAPPED.
 - D. APPLY SEED AND FERTILIZER TO SURFACE CONDITIONS WHICH WILL ENCOURAGE ROOTING. RAKE AREAS TO BE SEED TO EVEN THE SURFACE AND LOOSEN THE SOIL.
 - E. SOW SEED IN TWO DIRECTIONS IN TWICE THE QUANTITY RECOMMENDED BY THE SEED PRODUCER.
 - F. ENSURE GROWTH OF SEEDED AND LANDSCAPED AREA, BY WATERING, UP TO THE POINT OF RELEASE FROM THE CONTRACT. CONTINUE TO REWORK THE BARE AREAS UNTIL COMPLETE COVERAGE IS OBTAINED.
4. FIELD QUALITY CONTROL: COMPACT SOILS TO MAXIMUM DENSITY IN ACCORDANCE WITH ASTM D-1557. AREAS OF SETTLEMENT WILL BE EXCAVATED AND REFILLED AT CONTRACTOR'S EXPENSE. INDICATE PERCENTAGE OF COMPACTION ACHIEVED ON AS-BUILT DRAWINGS.
5. PROTECTION
 - A. PROTECT SEEDED AREAS FROM EROSION BY SPREADING STRAW TO A UNIFORM LOOSE DEPTH OF 1-2 INCHES, STAKE AND TIE DOWN AS REQUIRED. USE OF EROSION CONTROL MESH OR MULCH NET WILL BE AN ACCEPTABLE ALTERNATE.
 - B. PROTECT ALL EXPOSED AREAS AGAINST WASHOUTS AND SOIL EROSION. PLACE STRAW BALES AT THE INLET APPROACH TO ALL NEW OR EXISTING CULVERTS. WHERE THE SITE OR ROAD AREAS HAVE BEEN ELEVATED IMMEDIATELY ADJACENT TO THE RAIL LINE, STAKE EROSION CONTROL FABRIC FULL LENGTH IN THE SWALE TO PREVENT CONTAMINATION OF THE RAIL BALLAST. ALL EROSION CONTROL METHODS SHALL CONFORM TO APPLICABLE BUILDING CODE REQUIREMENTS.



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PROJECT NO:	9MAB001637
DRAWN BY:	RC
CHECKED BY:	SJB

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SPRINGFIELD, MA 01103

UTILITY POLE

SHEET TITLE
 GENERAL NOTES

SHEET NUMBER
GN-1

ELECTRICAL

1. CONTRACTOR SHALL REVIEW THE CONTRACT DOCUMENTS PRIOR TO ORDERING THE ELECTRICAL EQUIPMENT AND STARTING THE ACTUAL CONSTRUCTION. CONTRACTOR SHALL ISSUE A WRITTEN NOTICE OF ALL FINDINGS TO THE ARCHITECT/ENGINEER LISTING ANY DISCREPANCIES OR CONFLICTING INFORMATION.
2. ELECTRICAL PLANS, DETAILS AND DIAGRAMS ARE DIAGRAMMATIC ONLY. VERIFY EXACT LOCATIONS AND MOUNTING HEIGHTS OR ELECTRICAL EQUIPMENT WITH OWNER PRIOR TO INSTALLATION.
3. EACH CONDUCTOR OF EVERY SYSTEM SHALL BE PERMANENTLY TAGGED IN EACH PANELBOARD, PULLBOX, JUNCTION BOX, SWITCH BOX, ETC. THE TYPE OF TAGGING METHODS SHALL BE IN COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (O.S.H.A.)
4. ALL MATERIALS AND EQUIPMENT SHALL BE NEW AND IN GOOD WORKING CONDITION WHEN INSTALLED AND SHALL BE OF THE BEST GRADE AND OF THE SAME MANUFACTURER THROUGHOUT FOR EACH CLASS OR GROUP OF EQUIPMENT. MATERIALS SHALL BE LISTED "U.L." WHERE APPLICABLE. MATERIALS SHALL MEET WITH APPROVAL OF ALL GOVERNING BODIES HAVING JURISDICTION. MATERIALS SHALL BE MANUFACTURED IN ACCORDANCE WITH APPLICABLE STANDARDS ESTABLISHED BY ANSI, NEMA, NBFU AND "U.L." LISTED.
5. ALL CONDUIT SHALL HAVE A PULL CORD.
6. PROVIDE PROJECT MANAGER WITH ONE SET OF COMPLETE ELECTRICAL "AS INSTALLED" DRAWINGS AT THE COMPLETION OF THE JOB, SHOWING ACTUAL DIMENSIONS, ROUTINGS, AND CIRCUITS.
7. ALL CIRCUIT BREAKERS, FUSES AND ELECTRICAL EQUIPMENT SHALL HAVE AN INTERRUPTING SHORT CIRCUIT CURRENT TO WHICH THEY MAY BE SUBJECTED, AND A MINIMUM OF 10,000 A.I.C.
8. THE ENTIRE ELECTRICAL INSTALLATION SHALL BE GROUNDED AS REQUIRED BY IBC, NEC AND ALL APPLICABLE CODES.
9. PATCH, REPAIR AND PAINT ANY AREA THAT HAS BEEN DAMAGED IN THE COURSE OF THE ELECTRICAL WORK.
10. PLASTIC PLATES FOR ALL SWITCHES, RECEPTACLES, TELEPHONE AND BLANKED OUTLETS SHALL HAVE ENGRAVED LETTERING WHERE INDICATED ON THE DRAWINGS. WEATHERPROOF RECEPTACLES SHALL HAVE SIERRA #WPD-8 LIFT COVERPLATES.

SERVICE AND DISTRIBUTION

- WIRE AND CABLE CONDUCTORS SHALL BE COPPER, 600V, TYPE THHN OR THWN, WITH A MIN. SIZE OF #12 AWG, COLOR CODED.
- METER SOCKET AMPERES, VOLTAGE, NUMBER OF PHASES SHALL BE NOTED ON THE DRAWINGS. MANUFACTURED BY MILBANK OR APPROVED EQUAL, AND SHALL BE UTILITY COMPANY APPROVED.
- CONDUIT:
 - RIGID CONDUIT SHALL BE U.L. LABEL GALVANIZED ZINC COATED WITH GALVANIZED ZINC INTERIOR AND SHALL BE USED WHEN INSTALLED IN OR UNDER CONCRETE SLABS, IN CONTACT WITH THE EARTH, UNDER PUBLIC ROADWAYS, IN MASONRY WALLS OR EXPOSED ON BUILDING EXTERIOR. RIGID CONDUIT IN CONTACT WITH EARTH SHALL BE 1/2 LAPPED WRAPPED WITH HUNTS WRAP PROCESS NO. 3.
 - FLEXIBLE METALLIC CONDUIT SHALL HAVE U.L. LISTED LABEL AND MAY BE USED WHERE PERMITTED BY CODE. FITTINGS SHALL BE "JAKE" OR "SQUEEZE" TYPE. ALL FLEXIBLE CONDUITS SHALL HAVE FULL LENGTH GROUND WIRE.
 - IT IS REQUIRED AND WILL BE THE RESPONSIBILITY OF THE ELECTRICAL CONTRACTOR TO NOTIFY 811 OR OTHER SUCH UTILITY LOCATING AGENCY 3 DAYS BEFORE DIGGING.
- CONTRACTOR TO COORDINATE WITH UTILITY COMPANY FOR CONNECTION OF TEMPORARY AND PERMANENT POWER TO THE SITE. THE TEMPORARY POWER AND ALL HOOKUP COSTS ARE TO BE PAID BY THE CONTRACTOR.
- ALL ELECTRICAL EQUIPMENT SHALL BE LABELED WITH PERMANENT ENGRAVED PLASTIC LABELS WITH WHITE ON BLUE BACKGROUND LETTERING (MINIMUM LETTER HEIGHT SHALL BE ONE FOURTH INCH (1/4")). NAMEPLATES SHALL BE FASTENED WITH STAINLESS STEEL SCREWS, NOT ADHESIVE.
- UPON COMPLETION OF WORK, CONTINUITY, SHORT CIRCUIT, AND FALL POTENTIAL GROUNDING TESTS BY AN INDEPENDENT TESTING SERVICE ENGAGED BY THE CONTRACTOR SHALL BE SUBMITTED FOR APPROVAL. SUBMIT TEST REPORTS TO PROJECT MANAGER. CLEAN PREMISES OF ALL DEBRIS RESULTING FROM WORK AND LEAVE WORK IN A COMPLETE AND UNDAMAGED CONDITION.
- GROUNDING ELECTRODE SYSTEM
 - PREPARATION
 - SURFACE PREPARATION: ALL CONNECTIONS SHALL BE MADE TO BARE METAL. ALL PAINTED SURFACES SHALL BE FIELD INSPECTED AND MODIFIED TO ENSURE PROPER CONTACT. NO WASHERS ARE ALLOWED BETWEEN THE ITEMS BEING GROUNDED. ALL CONNECTIONS ARE TO HAVE A NON-OXIDIZING AGENT APPLIED PRIOR TO INSTALLATION.
 - IF CONDUCTORS MUST RUN THROUGH CONDUIT, BOTH ENDS OF CONDUIT SHALL BE GROUNDED. SEAL BOTH ENDS OF CONDUIT WITH SILICONE CAULK.
 - EXTERNAL CONNECTIONS
 - ALL BURIED GROUNDING CONNECTIONS SHALL BE MADE BY THE EXOTHERMIC WELD PROCESS. CONNECTIONS SHALL INCLUDE ALL CABLE TO CABLE, SPLICES, TEE'S, CROSSES, ETC. ALL CABLE TO GROUND RODS, GROUND ROD SPLICES AND LIGHTNING PROTECTION SYSTEMS ARE TO BE AS INDICATED. ALL MATERIALS USED (MOLDS, WELDING METAL, TOOLS, ETC.) SHALL BE BY "ULTRAWELD" AND INSTALLED PER MANUFACTURER'S RECOMMENDED PROCEDURES.
 - ALL ABOVE GRADE GROUNDING AND BONDING CONDUCTORS SHALL BE CONNECTED BY TWO HOLE CRIMP TYPE (COMPRESSION) CONNECTIONS (EXCEPT FOR THE ACEG AND GROUND ROD). MECHANICAL CONNECTIONS, FITTINGS OR CONNECTIONS THAT DEPEND SOLELY ON SOLDER SHALL NOT BE USED. ALL CABLE TO CABLE CONNECTIONS SHALL BE HIGH PRESSURE DOUBLE CRIMP TYPE CONNECTIONS. CONNECTIONS TO STRUCTURAL STEEL SHALL BE EXOTHERMIC WELDS.

- Attachment: BS90XS151B_CONSTDWGS90_20160614_A1P (3672 : Dwight Street (Mobilitie))

- C. GROUND RODS: ALL GROUND RODS SHALL BE 5/8-INCH DIAMETER X 10'-0" LONG "COPPERWELD" OR APPROVED EQUIV, OF THE NUMBER AND LOCATIONS INDICATED. GROUND RODS SHALL BE DRIVEN FULL LENGTH VERTICAL IN UNDISTURBED EARTH.
- D. GROUND CONDUCTORS: ALL GROUND CONDUCTORS SHALL BE STANDARD TINNED SOLID BARE COPPER ANNEALED, AND OF SIZE INDICATED ON DRAWINGS UNLESS OTHERWISE NOTED.
- E. LUGS
- LUGS SHALL BE 2-HOLE, LONG BARREL, STRAND COPPER UNLESS OTHERWISE SPECIFIED IN THE CONTRACT DOCUMENTS. LUGS SHALL BE THOMAS AND BETTS SERIES #54____BE OR EQUIVALENT

- | | | | | | |
|----|------|------|-----|----------|---------|
| A. | 535 | MCM | DLO | | 54880BE |
| B. | 262 | MCM | DLO | | 54872BE |
| C. | #1/0 | DLO | | | 54862BE |
| D. | #4/0 | THWN | | AND BARE | 54866BE |
| E. | #2/0 | THWN | | | 54862BE |
| F. | #2 | THHN | | | 54207BE |
| G. | #6 | DLO | | | 54205BE |

- WHEN THE DIRECTION OF THE CONDUCTOR MUST CHANGE, IT SHALL BE DONE GRADUALLY. THE CURVATURE OF THE TURN SHALL BE DONE IN ACCORDANCE WITH THE FOLLOWING CHART:

<u>GROUNDING CONDUCTOR SIZE</u>	<u>MINIMUM BENDING RADIUS TO INSIDE EDGE</u>
NO. 6 AWG TO NO. 4 AWG	6 INCHES
NO. 2 AWG TO NO 1/0 AWG	8 INCHES
NO. 2/0 AWG TO 4/0 AWG	12 INCHES
250 MCM TO 750 MCM	24 INCHES

8. GROUNDING RESISTANCE TEST REPORT: UPON COMPLETION OF THE TESTING FOR EACH SITE, A TEST REPORT SHOWING RESISTANCE IN OHMS MUST BE SUBMITTED. TWO (2) SETS OF TEST DOCUMENTS FROM THE INDEPENDENT TESTING SERVICE ARE TO BE BOUND AND SUBMITTED WITHIN ONE (1) WEEK OF WORK COMPLETION.

POLES, POSTS, AND STANDARDS
(SINGLE MAST AND SELF SUPPORTING TOWERS)

1. GENERAL
- A. LIGHTNING ROD AND EXTENSION PIPE INCLUDING ALL APPURTENANCES, TO BE FURNISHED BY OWNER, IF REQUIRED.
 - B. GROUNDING: GROUND METAL POLES WITH A MINIMUM OF #2 AWG TINNED SOLID BARE COPPER CONDUCTOR CADWELDED TO TOWER BASE PLATE.

TELECOMMUNICATIONS WIRING COMPONENTS
(COAXIAL ANTENNA CABLE)

1. GENERAL
 - A. ALL MATERIALS, PRODUCTS OR PROCEDURES INCORPORATED INTO WORK SHALL BE NEW AND OF STANDARD COMMERCIAL QUALITY.
 - B. ALL MATERIALS AND PRODUCTS SPECIFIED IN THE CONTRACT DOCUMENTS SHALL BE SUPPLIED BY THE CONTRACTOR UNLESS NOTED OTHERWISE.
2. MATERIALS:
 - A. COAXIAL CABLE:
 - INSTALL COAXIAL CABLE AND TERMINATIONS BETWEEN ANTENNAS AND EQUIPMENT PER MANUFACTURER'S RECOMMENDATIONS WITH COAXIAL CABLES SUPPORTED AT NO MORE THAN 3'-0" O.C. WEATHERPROOF ALL CONNECTORS BETWEEN THE ANTENNA AND EQUIPMENT PER MANUFACTURER'S REQUIREMENTS. TERMINATE ALL COAXIAL CABLE THREE FEET (3') IN EXCESS OF EQUIPMENT LOCATION UNLESS OTHERWISE STATED.
 - LENGTHS LESS THAN OR EQUAL TO 100 FEET SHALL BE 7/8".
3. ANTENNA AND COAXIAL CABLE GROUNDING
 - A. ALL COAXIAL CABLE GROUNDING KITS ARE TO BE INSTALLED ON STRAIGHT RUNS OF COAXIAL CABLE (NOT WITHIN BENDS)
4. COAXIAL CABLE IDENTIFICATION
 - A. TO PROVIDE EASY IDENTIFICATION AND UNIFORM MARKING OF ANTENNA CABLING, PLASTIC TAGS SHALL BE USED AT THE FOLLOWING LOCATIONS:
 - FIRST LOCATION IS AT THE END OF THE COAX NEAREST THE ANTENNA (WHERE THE COAXIAL CABLE AND JUMPER ARE CONNECTED).
 - SECOND LOCATION IS AT END OF THE COAX NEAREST THE EQUIPMENT.
 - B. USE ANDREW CABLE TIES (PT.# 27290) TO SECURE IDENTIFICATION TAGS.
 - TESTING: LESSEE SHALL PROVIDE AN INDEPENDENT TESTING AGENCY TO PERFORM THE COAXIAL SWEEP TEST & REPORT. THE CONTRACTOR IS TO PROVIDE ONE LIMBER/QUALIFIED PERSONNEL TO ASSIST IN ANY REPAIRS AND WEATHERPROOFING ONCE THE TEST IS COMPLETE. THE CONTRACTOR IS TO PROVIDE LESSEE WITH A MINIMUM OF 48 HOURS NOTICE PRIOR TO THE TIME OF THE SWEEP TEST.



PROJECT NO:	9MAB001637
DRAWN BY:	RC
CHECKED BY:	SJB

A	06-14-16	FOR CLIENT REVIEW
---	----------	-------------------

KMB DESIGN GROUP, LLC	
Stephen A. Bray	
PROFESSIONAL ENGINEER	
PRELIMINARY NOT FOR CONSTRUCTION	

MA LICENSE: 47770	
6/14/16	
IT IS A VIOLATION OF THE LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT	

BS90XSI51B

DWIGHT ST & BRIDGE ST
SPRINGFIELD, MA 01103

UTILITY POLE

SHEET TITLE
 GENERAL NOTES

SHEET NUMBER
GN-2



City Council
36 Court Street
Springfield, MA 01103

Meeting: 11/14/16 07:00 PM
Department: Department of Public Works
Category: General
Prepared By: Hector Velez
Initiator: Hector Velez
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3729

ADOPTED

PETITION (ID # 3729)

1015 Wilbraham (Pole 41)

CITY OF SPRINGFIELD, MASSACHUSETTS

Date: October 18, 2016

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

The Board of Public Works, to which was referred the petition of Lighttower Fiber Networks dated September 27, 2016, to install seventy six (76') feet of 1-4" PVC conduit with fiber optic cable from utility pole #41 on Wilbraham Road to proposed handhold on #1015 Wilbraham Road, beginning at utility pole #41 located on the tree belt north side of Wilbraham Road in front of Duggan Middle School with 1-4" conduit run southeasterly direction crossing Wilbraham Road seventy six (76') feet to proposed handhold to be located on the grass area front of Duggan Middle School, all as substantially shown on a plan attached, 1015 Wilbraham Road (Wilbraham Road P.41), which is incorporated herein by reference and to lay and maintain underground cables and Fiber Optic lines in public ways for the purpose of provide fiber optic network to public schools, 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 October 17, 2016 at 4:00 P.M. at 70 Tapley Street (Snow Room) Springfield, MA after due notice from the office of the City Clerk. Three (3) members of the Board and one (1) person interested in the matter were present. Of the latter, one (1) voted in favor of and no-one (0) voted against.

The Board finds the request necessary in order that the company can provide fiber optic network to public schools.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RESULT: RECEIVED PASSED

**Board of Public Works Petition**

To: Board of Public Works

Re: Springfield Public Schools Project - Petition for new conduit at Wilbraham Rd, Springfield MA
(approx. 76')

Dear Board of Public Works,

Lighttower Fiber Networks respectfully submits this letter to petition for location of new conduit in the Public Right-Of-Way of Wilbraham Rd, Springfield MA for the Springfield Public Schools Project. The location of the proposed conduit is within the attached plan and is approx. 76lf.

Please contact me with questions or concerns.

Sincerely,

Todd Fagnoli

Fiber Construction Engineer, Lighttower Fiber Networks, LLC

(O)508-616-7863 (C)617-823-0864

80 Central St, Boxborough MA 01719

Attachment: Petition Letter (Wilbraham Rd Pole 41 to BLDG) (3729 : 1015 Wilbraham (Pole 41))



**PROPOSED CONDUIT INSTALLATION
AT
1015 WILBRAHAM RD (P.41 TO BLDG)
IN
SPRINGFIELD, MA**

INDEX OF DRAWING

SHT NO.	DESCRIPTION
01	PROPOSED PLAN

GENERAL NOTES

1. THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN BY AN APPROXIMATE WAY ONLY. THEY HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR THEIR REPRESENTATIVE. THE CONTRACTOR WILL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. THE CONTRACTOR WILL BE FULLY RESPONSIBLE FOR ALL DAMAGES WHICH MIGHT BE CAUSED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE ALL UNDERGROUND UTILITIES.

2. IF AN EXISTING UTILITY IS FOUND TO HAVE CAUSED A CONFLICT WITH THE PROPOSED WORK, AS IN THE LOCATION, ELEVATION AND SIZE OF THE UTILITY, IT SHOULD BE ACCURATELY DETERMINED WITHOUT DELAY BY THE CONTRACTOR. THE INFORMATION SHOULD THEN BE FORWARDED TO THE ENGINEER TO RESOLVE THE CONFLICT.

3. THE CONTRACTOR SHOULD MAINTAIN A SEPARATION OF 18 INCHES MIN. WHEN CROSSING EXISTING WATER FACILITIES.

4. THE CONTRACTOR WILL MAKE ALL OF THE ARRANGEMENTS FOR THE ADJUSTMENT OF ALL UTILITIES, PRIVATE AND PUBLIC.

5. THE CONTRACTOR SHOULD NOT DISTURB PUBLIC TREES AND SHRUBS.

6. AREAS OUTSIDE THE LIMITS OF PROPOSED WORK DISTURBED BY THE CONTRACTOR'S OPERATIONS WILL BE RESTORED BY THE CONTRACTOR TO THEIR ORIGINAL CONDITION AT NO EXPENSE TO THE OWNER.

7. THE CONTRACTOR WILL BE RESPONSIBLE FOR PLACING AND MAINTAINING TEMPORARY RESURFACING OR PLATING FOR ALL EXCAVATIONS ON PAVED STREETS AND SIDEWALKS UNTIL PERMANENT RESURFACING IS COMPLETE.

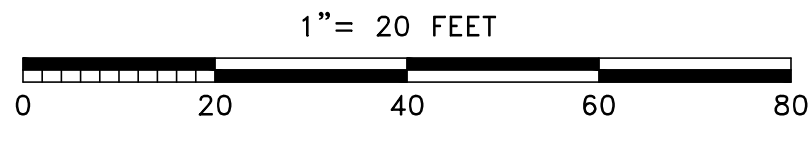
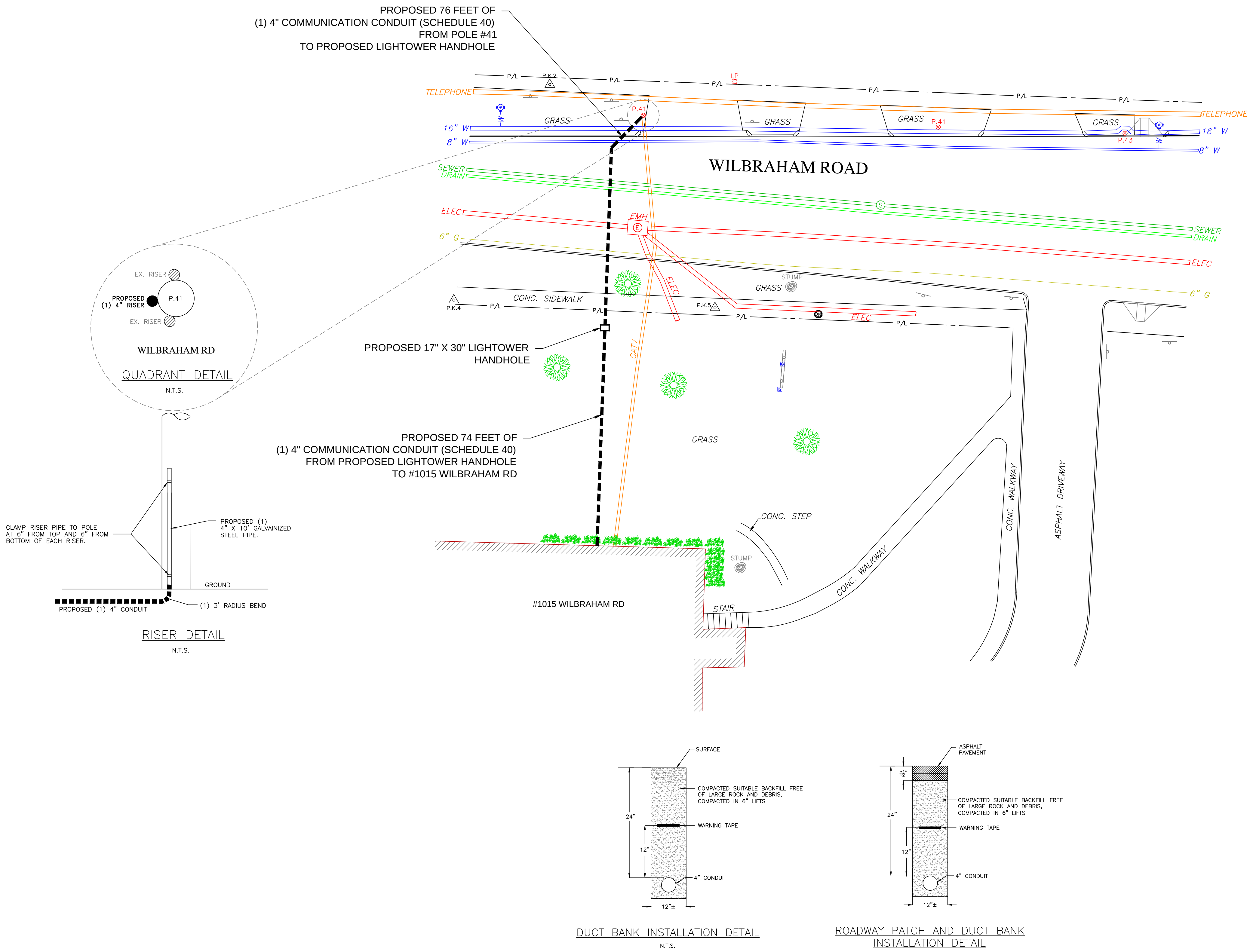
8. JOINTS BETWEEN NEW BITUMINOUS CONCRETE ROADWAY PAVEMENT AND SAW CUT EXISTING PAVEMENT SHOULD BE SEALED WITH BITUMEN AND PROPERLY BACK SANDED.

9. THE CONTRACTOR SHOULD PROTECT AND SUPPORT ALL EXISTING UTILITY LINES THAT BECOME EXPOSED DUE TO EXCAVATION.

10. THE CONTRACTOR WILL REPLACE ALL DISTURBED TRAFFIC SIGNAL LOOP DETECTORS TO A PROPER WORKING CONDITION AS REQUIRED BY THE MOST RECENT STANDARDS OF THE MUNICIPAL TRAFFIC DEPARTMENT.

11. ALL EXISTING STATE, COUNTY, CITY, TOWN LOCATION, AND PRIVATE PROPERTY LINES HAVE BEEN USED FROM AVAILABLE INFORMATION. THEIR EXACT LOCATIONS ARE NOT GUARANTEED.

12. THE CONTRACTOR WILL REPLACE ALL PAVEMENT MARKINGS IN THEIR ENTIRETY THAT HAS BEEN DAMAGED BY TRENCH EXCAVATION OR OPERATIONS USING SIMILAR COLOR AND SIZE THERMOPLASTIC MARKINGS.



UNDERGROUND SERVICE ALERT
1-888-DIG-SAFE (344-7233)
CALL BEFORE YOU DIG
72 HOURS NOTICE REQUIRED



LEGEND									
P/L	PROPERTY LINE	PK NAIL	TRAFFIC SIGNAL	SEWER MH	MBTA MH	JOINT OWNED POLE	8" W	WATER PIPE	NOTE: THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN BY APPROXIMATE WAY ONLY. THEY HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR THEIR REPRESENTATIVE. THE CONTRACTOR WILL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. THE CONTRACTOR WILL BE FULLY RESPONSIBLE FOR ALL DAMAGES WHICH MIGHT BE CAUSED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE ALL UNDERGROUND UTILITIES. CONTRACTOR BE WARE THAT THE LOCATION OF UNDERGROUND STRUCTURES SHOWN ARE NOT GUARANTEED TO BE ACCURATE.
EOP	EDGE OF PAVEMENT	PARKING METER	TRAFFIC BOX	DRAIN MH	MONITORING WELL	SOLE OWNED ELEC POLE	8" S	SEWER PIPE	
PROPOSED HAND HOLE		DOBLE PARKING METER	RCN MH	CATCH BASIN	HYDRANT	SOLE OWNED TEL POLE	8" D	DRAIN PIPE	
PROPOSED MANHOLE			UNKNOWN MH	INLET CATCH BASIN	WATER VALVE	LIGHT POLE	8" T	TELEPHONE PIPE	
PROPOSED CONDUIT		HANDICAP RAMP	GAS GATE	TELEPHONE MH	WATER GATE	ELETRIC MH	8" E	ELECTRIC PIPE	
AS-BUILT CONDUIT		STONE BOUND	UNKNOWN GATE	STEAM MH	WATER MH	TRANSFORMER	8" CATV	CATV PIPE	
		HANDHOLE	TREE	CABLE MH	WATER METER	SIGN POLE	8" G	GAS PIPE	
		STUMP	BUSH				8" STEAM	STEAM PIPE	

PROPOSED PLAN			
TITLE:		DRAWN BY: DR	
JOB LOCATION: 1015 WILBRAHAM RD (P.41 TO BLDG) SPRINGFIELD, MA		CHECKED BY: RM	
PREPARED FOR:		APPROVED: TF	
		SCALE: 1" = 20'	
		DATE: SEPT, 2016	
		SHEET: 1 OF 1	



City Council
36 Court Street
Springfield, MA 01103

Meeting: 11/14/16 07:00 PM
Department: Department of Public Works
Category: General
Prepared By: Hector Velez
Initiator: Hector Velez
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3731

ADOPTED

PETITION (ID # 3731)

1015 Wilbraham(Pole 96S)

CITY OF SPRINGFIELD, MASSACHUSETTS

Date: October 18, 2016

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

The Board of Public Works, to which was referred the petition of Lighttower Fiber Networks dated September 27, 2016, to install fifty (50') feet of 1-4" PVC conduit with fiber optic cable from utility pole #69S on Wilbraham Road to proposed handhold on #1015 Wilbraham Road, beginning at utility pole #69S located on the tree belt south side of Wilbraham Road near the east driveway of Duggan Middle School with 1-4" conduit run easterly direction crossing the driveway to a proposed handhold to be located on east side of the drive way on the grass area, all as substantially shown on a plan attached, 1015 Wilbraham Road (Wilbraham Road P.69S) , which is incorporated herein by reference and to lay and maintain underground cables and Fiber Optic lines in public ways for the purpose of provide fiber optic network to public schools , 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 October 17, 2016 at 4:00 P.M. at 70 Tapley Street (Snow Room) Springfield, MA after due notice from the office of the City Clerk. Three (3) members of the Board and one (1) person interested in the matter were present. Of the latter, one (1) voted in favor of and no-one (0) voted against.

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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.

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

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

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

RESULT: RECEIVED PASSED

**Board of Public Works Petition**

To: Board of Public Works

Re: Springfield Public Schools Project - Petition for new conduit at Wilbraham Rd (Pole 69S to Building), Springfield MA (approx. 50')

Dear Board of Public Works,

Lighttower Fiber Networks respectfully submits this letter to petition for location of new conduit in the Public Right-Of-Way of Wilbraham Rd, Springfield MA for the Springfield Public Schools Project. The location of the proposed conduit is within the attached plan and is approx. 50lf.

Please contact me with questions or concerns.

Sincerely,

Todd Fagnoli

Fiber Construction Engineer, Lighttower Fiber Networks, LLC

(O)508-616-7863 (C)617-823-0864

80 Central St, Boxborough MA 01719

Attachment: Petition Letter - Wilbraham Rd (Pole 69S to BLDG), Springfield MA (3731 : 1015 Wilbraham(Pole 69S))



**PROPOSED CONDUIT INSTALLATION
AT
1015 WILBRAHAM RD (P.69S TO BLDG)
IN
SPRINGFIELD, MA**

INDEX OF DRAWING

SHT NO.	DESCRIPTION
01	PROPOSED PLAN

GENERAL NOTES

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8. JOINTS BETWEEN NEW BITUMINOUS CONCRETE ROADWAY PAVEMENT AND SAW CUT EXISTING PAVEMENT SHOULD BE SEALED WITH BITUMEN AND PROPERLY BACK SANDED.
9. THE CONTRACTOR SHOULD PROTECT AND SUPPORT ALL EXISTING UTILITY LINES THAT BECOME EXPOSED DUE TO EXCAVATION.
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12. THE CONTRACTOR WILL REPLACE ALL PAVEMENT MARKINGS IN THEIR ENTIRETY THAT HAS BEEN DAMAGED BY TRENCH EXCAVATION OR OPERATIONS USING SIMILAR COLOR AND SIZE THERMOPLASTIC MARKINGS.

PROPOSED 47 FEET OF
(1) 4" COMMUNICATION CONDUIT (SCHEDULE 40)
FROM POLE #69S
TO PROPOSED LIGHTTOWER HANDHOLE #1

PROPOSED 17" x 30" LIGHTTOWER
HANDHOLE #1

PROPOSED 34 FEET OF
(1) 4" COMMUNICATION CONDUIT (SCHEDULE 40)
FROM PROPOSED LIGHTTOWER HANDHOLE #2
TO #1015 WILBRAHAM RD

PROPOSED 17" x 30" LIGHTTOWER
HANDHOLE #2

PROPOSED 346 FEET OF
(1) 4" COMMUNICATION CONDUIT (SCHEDULE 40)
FROM PROPOSED LIGHTTOWER HANDHOLE #1
TO PROPOSED LIGHTTOWER HANDHOLE #2

WILBRAHAM RD

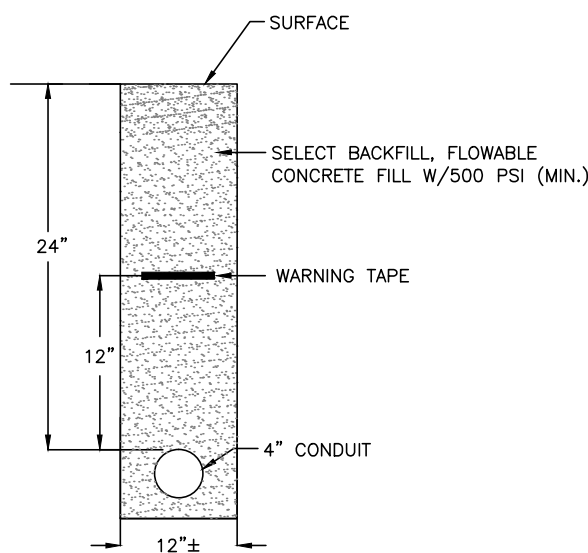
QUADRANT DETAIL

P.69S PROPOSED
(1) 4" RISER

CLAMP RISER PIPE TO POLE
AT 6" FROM TOP AND 6" FROM
BOTTOM OF EACH RISER.

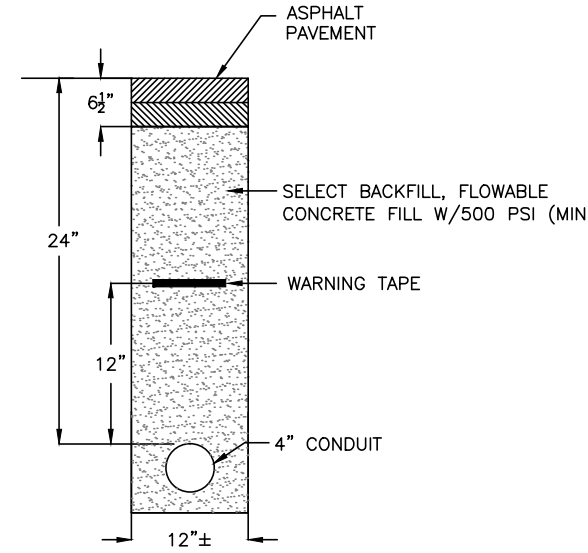
RISER DETAIL

N.T.S.



DUCT BANK INSTALLATION DETAIL

N.T.S.



ROADWAY PATCH AND DUCT BANK
INSTALLATION DETAIL

N.T.S.

TRENCH DETAIL NOTES:

1. 24" MAXIMUM FROM TOP OF CONDUIT TO SURFACE.
2. 12" FROM TOP OF CONDUIT TO METALLIC WARNING TAPE PLACED ABOVE.
3. REPAIR SIDEWALKS AND WALKWAYS WITH SAME MATERIALS AS EXISTING.

1" = 20 FEET

UNDERGROUND SERVICE ALERT
1-888-DIG-SAFE (344-7233)
CALL BEFORE YOU DIG
72 HOURS NOTICE REQUIRED



P/L	PROPERTY LINE
EOP	EDGE OF PAVEMENT
PROPOSED HAND HOLE	
PROPOSED MANHOLE	
PROPOSED CONDUIT	
AS-BUILT CONDUIT	

PK NAIL	PARKING METER
DOBLE PARKING METER	
HANDICAP RAMP	
STONE BOUND	
HANDHOLE	
STUMP	

TRAFFIC SIGNAL	
TRAFFIC BOX	
RCN MH	
UNKNOWN MH	
GAS GATE	
UNKNOWN GATE	
TREE	
BUSH	

SEWER MH	
DRAIN MH	
CATCH BASIN	
INLET CATCH BASIN	
TELEPHONE MH	
STEAM MH	
CABLE MH	

MBTA MH	
MONITORING WELL	
HYDRANT	
WATER VALVE	
WATER GATE	
WATER MH	
WATER METER	

JOINT OWNED POLE	
SOLE OWNED ELEC POLE	
SOLE OWNED TEL POLE	
LIGHT POLE	
ELETRIC MH	
TRANSFORMER	
SIGN POLE	

8" W	WATER PIPE
8" S	SEWER PIPE
8" D	DRAIN PIPE
8" T	TELEPHONE PIPE
8" E	ELECTRIC PIPE
8" CATV	CATV PIPE
8" G	GAS PIPE
8" STEAM	STEAM PIPE

NOTE:

THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN BY APPROXIMATE WAY ONLY. THEY HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR THEIR REPRESENTATIVE. THE CONTRACTOR WILL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. THE CONTRACTOR WILL BE FULLY RESPONSIBLE FOR ALL DAMAGES WHICH MIGHT BE CAUSED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE ALL UNDERGROUND UTILITIES. CONTRACTOR BE WARE THAT THE LOCATION OF UNDERGROUND STRUCTURES SHOWN ARE NOT GUARANTEED TO BE ACCURATE.

TITLE: 1015 WILBRAHAM RD (P.69S TO BLDG)

JOB LOCATION: 1015 WILBRAHAM RD (P.69S TO BLDG)
SPRINGFIELD, MA

PREPARED FOR:



DRAWN BY:	VD
CHECKED BY:	RM
APPROVED:	TF
SCALE:	1" = 20'
DATE:	SEPT, 2016
SHEET:	1 OF 1



City Council
36 Court Street
Springfield, MA 01103

ADOPTED

PETITION (ID # 3733)

Meeting: 11/14/16 07:00 PM
Department: Department of Public Works
Category: General
Prepared By: Hector Velez
Initiator: Hector Velez
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3733

Alden Street (Schuyler Street)

CITY OF SPRINGFIELD, MASSACHUSETTS

Date: October 18, 2016

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

The Board of Public Works, to which was referred the petition of Lighttower Fiber Networks dated September 29, 2016, to install one hundred and ninety nine (119') feet of 1-4" PVC conduit with fiber optic cable from utility pole on Schuyler Street to utility pole Alden Street, beginning at the southerly side of Schuyler Street approximately seventy (70') feet from Alden Street easterly direction with 1-4" conduit for sixty (60') feet to turn northerly and run fifty nine (59') feet to utility pole located on the tree belt west side of Alden Street, all as substantially shown on a plan attached, 1015 Wilbraham Road (Alden St At SchuylerSt.) , which is incorporated herein by reference and to lay and maintain underground cables and Fiber Optic lines in public ways for the purpose of provide fiber optic network to public schools , 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 October 17, 2016 at 4:00 P.M. at 70 Tapley Street (Snow Room) Springfield, MA after due notice from the office of the City Clerk. Three (3) members of the Board and one (1) person interested in the matter were present. Of the latter, one (1) voted in favor of and no-one (0) voted against.

The Board finds the request necessary in order that the company can provide fiber optic network to public schools.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RESULT: RECEIVED PASSED

**Board of Public Works Petition**

To: Board of Public Works

Re: Springfield Public Schools Project - Petition for new conduit at Alden St, Springfield MA (approx. 119')

Dear Board of Public Works,

Lighttower Fiber Networks respectfully submits this letter to petition for location of new conduit in the Public Right-Of-Way of Alden St, Springfield MA for the Springfield Public Schools Project. The location of the proposed conduit is within the attached plan and is approx. 119lf.

Please contact me with questions or concerns.

Sincerely,

Todd Fagnoli

Fiber Construction Engineer, Lighttower Fiber Networks, LLC

(O)508-616-7863 (C)617-823-0864

80 Central St, Boxborough MA 01719

Attachment: Petition Letter (Alden St) (3733 : Alden Street (Schuyler Street))



**PROPOSED CONDUIT INSTALLATION
AT
1015 WILBRAHAM RD (ALDEN ST AT SCHUYLER ST)
IN
SPRINGFIELD, MA**

INDEX OF DRAWING

SHT NO.	DESCRIPTION
01	PROPOSED PLAN

GENERAL NOTES

1. THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN BY AN APPROXIMATE WAY ONLY. THEY HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR THEIR REPRESENTATIVE. THE CONTRACTOR WILL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. THE CONTRACTOR WILL BE FULLY RESPONSIBLE FOR ALL DAMAGES WHICH MIGHT BE CAUSED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE ALL UNDERGROUND UTILITIES.

2. IF AN EXISTING UTILITY IS FOUND TO HAVE CAUSED A CONFLICT WITH THE PROPOSED WORK, AS IN THE LOCATION, ELEVATION AND SIZE OF THE UTILITY, IT SHOULD BE ACCURATELY DETERMINED WITHOUT DELAY BY THE CONTRACTOR. THE INFORMATION SHOULD THEN BE FORWARDED TO THE ENGINEER TO RESOLVE THE CONFLICT.

3. THE CONTRACTOR SHOULD MAINTAIN A SEPARATION OF 18 INCHES MIN. WHEN CROSSING EXISTING WATER FACILITIES.

4. THE CONTRACTOR WILL MAKE ALL OF THE ARRANGEMENTS FOR THE ADJUSTMENT OF ALL UTILITIES, PRIVATE AND PUBLIC.

5. THE CONTRACTOR SHOULD NOT DISTURB PUBLIC TREES AND SHRUBS.

6. AREAS OUTSIDE THE LIMITS OF PROPOSED WORK DISTURBED BY THE CONTRACTOR'S OPERATIONS WILL BE RESTORED BY THE CONTRACTOR TO THEIR ORIGINAL CONDITION AT NO EXPENSE TO THE OWNER.

7. THE CONTRACTOR WILL BE RESPONSIBLE FOR PLACING AND MAINTAINING TEMPORARY RESURFACING OR PLATING FOR ALL EXCAVATIONS ON PAVED STREETS AND SIDEWALKS UNTIL PERMANENT RESURFACING IS COMPLETE.

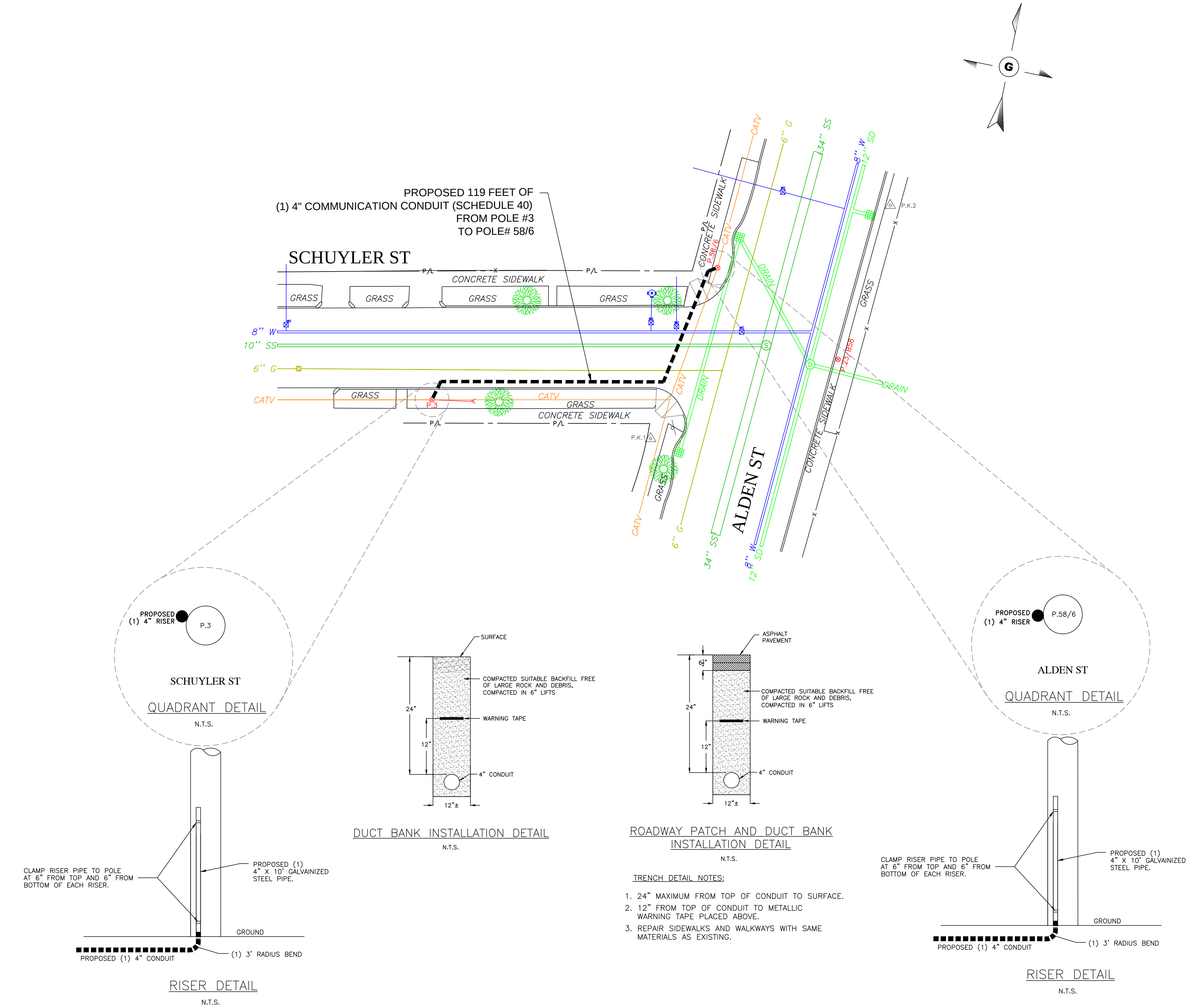
8. JOINTS BETWEEN NEW BITUMINOUS CONCRETE ROADWAY PAVEMENT AND SAW CUT EXISTING PAVEMENT SHOULD BE SEALED WITH BITUMEN AND PROPERLY BACK SANDED.

9. THE CONTRACTOR SHOULD PROTECT AND SUPPORT ALL EXISTING UTILITY LINES THAT BECOME EXPOSED DUE TO EXCAVATION.

10. THE CONTRACTOR WILL REPLACE ALL DISTURBED TRAFFIC SIGNAL LOOP DETECTORS TO A PROPER WORKING CONDITION AS REQUIRED BY THE MOST RECENT STANDARDS OF THE MUNICIPAL TRAFFIC DEPARTMENT.

11. ALL EXISTING STATE, COUNTY, CITY, TOWN LOCATION, AND PRIVATE PROPERTY LINES HAVE BEEN USED FROM AVAILABLE INFORMATION. THEIR EXACT LOCATIONS ARE NOT GUARANTEED.

12. THE CONTRACTOR WILL REPLACE ALL PAVEMENT MARKINGS IN THEIR ENTIRETY THAT HAS BEEN DAMAGED BY TRENCH EXCAVATION OR OPERATIONS USING SIMILAR COLOR AND SIZE THERMOPLASTIC MARKINGS.



1" = 20 FEET

0 20 40 60 80

UNDERGROUND SERVICE ALERT
1-888-DIG-SAFE (344-7233)
CALL BEFORE YOU DIG
72 HOURS NOTICE REQUIRED

LEGEND									
P/L	PROPERTY LINE	PK NAIL	TRAFFIC SIGNAL	SEWER MH	MBTA MH	JOINT OWNED POLE	8" W	WATER PIPE	
EOP	EDGE OF PAVEMENT	PARKING METER	TRAFFIC BOX	DRAIN MH	MONITORING WELL	SOLE OWNED ELEC POLE	8" S	SEWER PIPE	
	PROPOSED HAND HOLE	DOBLE PARKING METER	RCN MH	CATCH BASIN	HYDRANT	SOLE OWNED TEL POLE	8" D	DRAIN PIPE	
	PROPOSED MANHOLE		UNKNOWN MH	INLET CATCH BASIN	WATER VALVE	LIGHT POLE	8" T	TELEPHONE PIPE	
---	PROPOSED CONDUIT	HANDICAP RAMP	GAS GATE	TELEPHONE MH	WATER GATE	ELETRIC MH	8" E	ELECTRIC PIPE	
---	AS-BUILT CONDUIT	STONE BOUND	UNKNOWN GATE	STEAM MH	WATER MH	TRANSFORMER	8" CATV	CATV PIPE	
		HANDHOLE	TREE	CABLE MH	WATER METER	SIGN POLE	8" G	GAS PIPE	
		STUMP	BUSH				8" STEAM	STEAM PIPE	

NOTE:

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PROPOSED PLAN			
TITLE:		JOB LOCATION:	
		1015 WILBRAHAM RD (ALDEN-SCHUYLER ST) SPRINGFIELD, MA	
PREPARED FOR:		DRAWN BY:	DS
		CHECKED BY:	RM
		APPROVED:	TF
		SCALE:	1" = 20'
		DATE:	AUGUST, 2016
		SHEET:	1 OF 1



City Council
36 Court Street
Springfield, MA 01103

Meeting: 11/14/16 07:00 PM
Department: Department of Public Works
Category: General
Prepared By: Hector Velez
Initiator: Hector Velez
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3735

ADOPTED

PETITION (ID # 3735)

233 Allen Street

CITY OF SPRINGFIELD, MASSACHUSETTS

Date: October 18, 2016

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

The Board of Public Works, to which was referred the petition of Lighttower Fiber Networks dated September 29, 2016, to install two hundred twenty four (1,465') feet of 1-4" PVC conduit with fiber optic cable on Allen Street, beginning on the utility pole located on the south side of Allen Street approximately hundred forty two (142') feet easterly from Daviston Street with a 1-4" conduit westerly direction two hundred seventy two (272') feet to a proposed Lighttower manhole and continue on the south side of the street for six hundred and three (603') feet to cross Allen Street northerly direction and continue on the sidewalk six hundred and three (603') feet westerly direction to a proposed Lighttower manhole to be located north side of Allen Street near Orange Street and continue westerly five hundred ninety (590') feet to a proposed Lighttower manhole located on the grass in front of property #233 Allen Street, all as substantially shown on a plan attached, 233Allen Street which is incorporated herein by reference and to lay and maintain underground cables and Fiber Optic lines in public ways for the purpose of provide fiber optic network to public schools , 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 October 17, 2016 at 4:00 P.M. at 70 Tapley Street (Snow Room) Springfield, MA after due notice from the office of the City Clerk. Three (3) members of the Board and one (1) person interested in the matter were present. Of the latter, one (1) voted in favor of and no-one (0) voted against.

The Board finds the request necessary in order that the company can provide fiber optic network to public schools.

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.

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

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

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

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

RESULT: RECEIVED PASSED

**Board of Public Works Petition**

To: Board of Public Works

Re: Springfield Public Schools Project - Petition for new conduit at Allen St, Springfield MA (approx. 1,465')

Dear Board of Public Works,

Lighttower Fiber Networks respectfully submits this letter to petition for location of new conduit on Allen St, Springfield MA for the Springfield Public Schools Project. The location of the proposed conduit is within the attached plan and is approx. 1,465lf.

Please contact me with questions or concerns.

Sincerely,

Todd Fagnoli

Fiber Construction Engineer, Lighttower Fiber Networks, LLC

(O)508-616-7863 (C)617-823-0864

80 Central St, Boxborough MA 01719

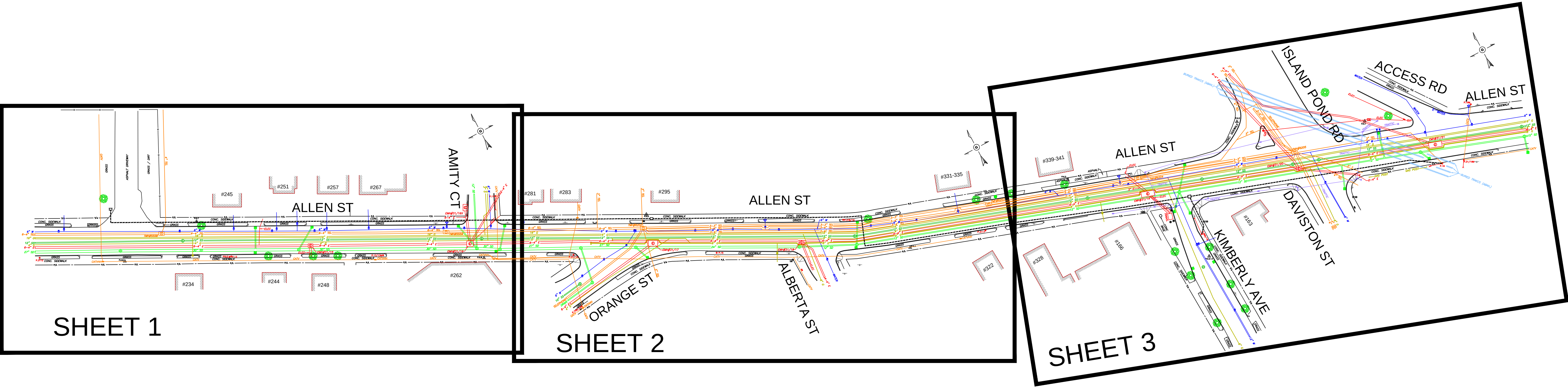
Attachment: Petition for New Conduit (Allen St, Springfield MA) (3735 : 233 Allen Street)



**PROPOSED CONDUIT INSTALLATION
AT
233 ALLEN ST
IN
SPRINGFIELD, MA**

INDEX OF DRAWING

SHT NO.	DESCRIPTION
KEY01	KEY MAP
01-03	PROPOSED PLAN



1" = 20 FEET

0 20 40 60 80

UNDERGROUND SERVICE ALERT
1-888-DIG-SAFE (344-7233)
CALL BEFORE YOU DIG
72 HOURS NOTICE REQUIRED



LEGEND									
P/L	PROPERTY LINE	PK NAIL	PARKING METER	TRAFFIC SIGNAL	SEWER MH	MBTA MH	JOINT OWNED POLE		WATER PIPE
EOP	EDGE OF PAVEMENT	PARKING METER	DOBLE PARKING METER	TRAFFIC BOX	DRAIN MH	MONITORING WELL	SOLE OWNED ELEC POLE		SEWER PIPE
PROPOSED HAND HOLE		HANDICAP RAMP		RCN MH	CATCH BASIN	HYDRANT	SOLE OWNED TEL POLE		DRAIN PIPE
PROPOSED MANHOLE		STONE BOUND		UNKNOW MH	INLET CATCH BASIN	WATER VALVE	LIGHT POLE		TELEPHONE PIPE
PROPOSED CONDUIT		HANDHOLE		GAS GATE	TELEPHONE MH	WATER GATE	ELETRIC MH		ELECTRIC PIPE
AS-BUILT CONDUIT		STUMP		UNKNOW GATE	STEAM MH	WATER MH	TRANSFORMER		CATV PIPE
				TREE	CABLE MH	WATER METER	SIGN POLE		GAS PIPE
				BUSH					STEAM PIPE

NOTE:
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KEY MAP			
JOB LOCATION:		DRAWN BY:	DR
		CHECKED BY:	RM
		APPROVED:	TF
		SCALE:	1" = 20'
PREPARED FOR:		DATE:	AUGUST, 2016
		SHEET:	KEY01

GENERAL NOTES

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5. THE CONTRACTOR SHOULD NOT DISTURB PUBLIC TREES AND SHRUBS.

6. AREAS OUTSIDE THE LIMITS OF PROPOSED WORK DISTURBED BY THE CONTRACTOR'S OPERATIONS WILL BE RESTORED BY THE CONTRACTOR TO THEIR ORIGINAL CONDITION AT NO EXPENSE TO THE OWNER.

7. THE CONTRACTOR WILL BE RESPONSIBLE FOR PLACING AND MAINTAINING TEMPORARY RESURFACING OR PLATING FOR ALL EXCAVATIONS ON PAVED STREETS AND SIDEWALKS UNTIL PERMANENT RESURFACING IS COMPLETE.

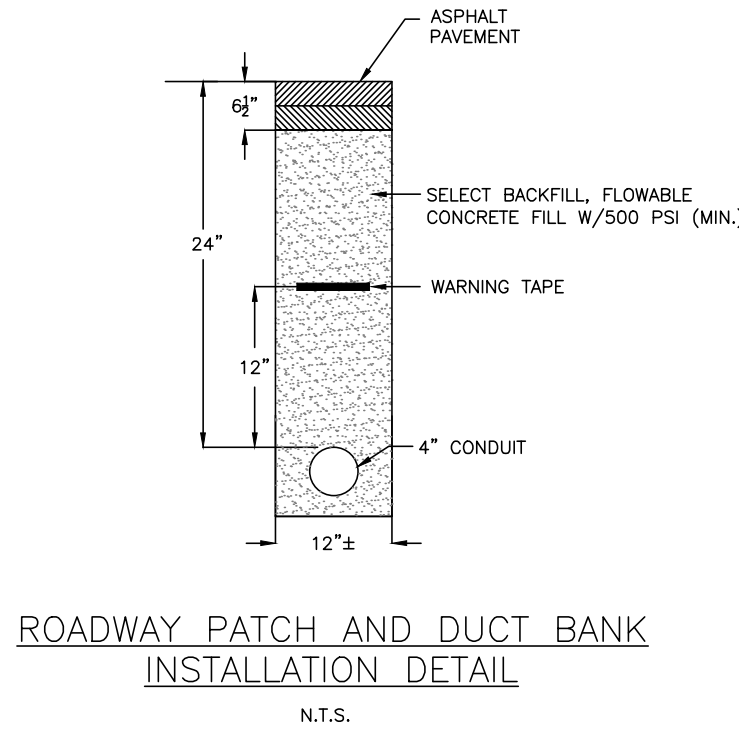
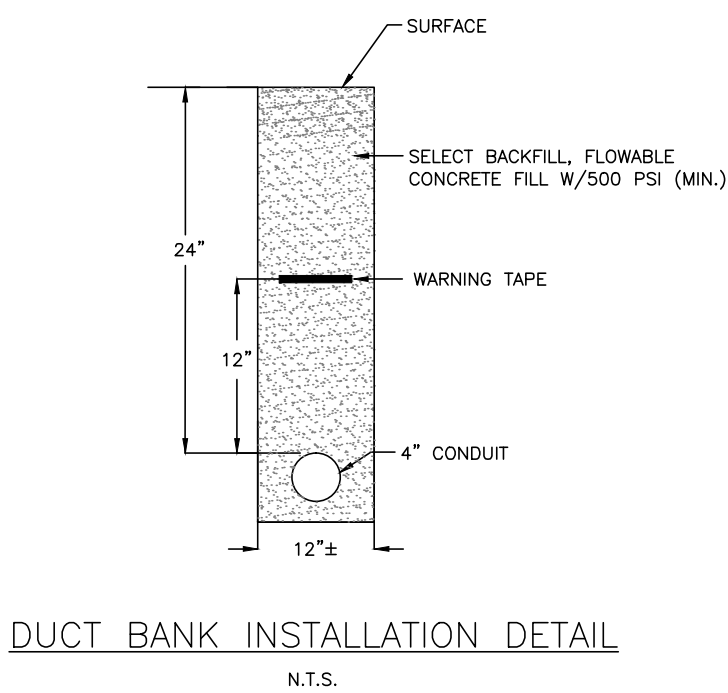
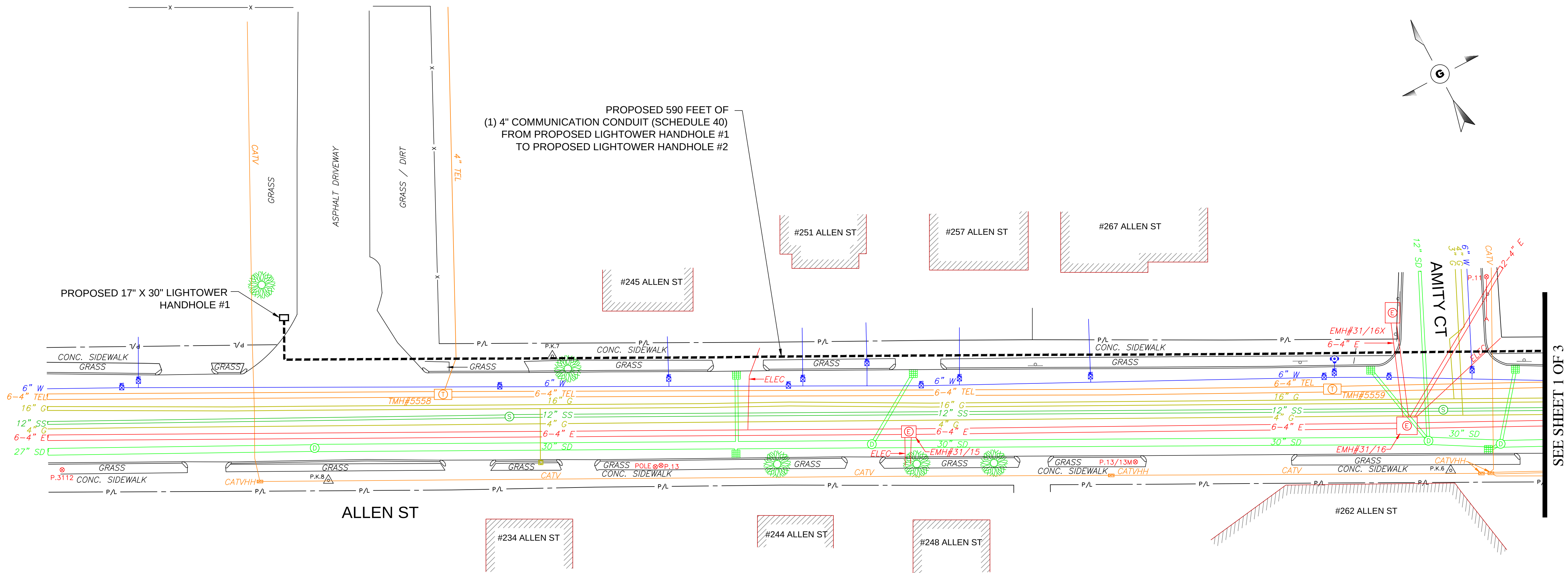
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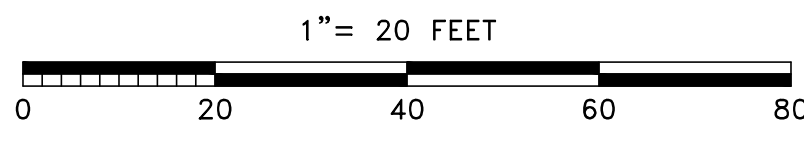
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12. THE CONTRACTOR WILL REPLACE ALL PAVEMENT MARKINGS IN THEIR ENTIRETY THAT HAS BEEN DAMAGED BY TRENCH EXCAVATION OR OPERATIONS USING SIMILAR COLOR AND SIZE THERMOPLASTIC MARKINGS.



TRENCH DETAIL NOTES:

1. 24" MAXIMUM FROM TOP OF CONDUIT TO SURFACE.
2. 12" FROM TOP OF CONDUIT TO METALLIC WARNING TAPE PLACED ABOVE.
3. REPAIR SIDEWALKS AND WALKWAYS WITH SAME MATERIALS AS EXISTING.



UNDERGROUND SERVICE ALERT
1-888-DIG-SAFE (344-7233)
CALL BEFORE YOU DIG
72 HOURS NOTICE REQUIRED



LEGEND									
P/L	PROPERTY LINE	PK NAIL	TRAFFIC SIGNAL	SEWER MH	MBTA MH	JOINT OWNED POLE	8" W	WATER PIPE	
EOP	EDGE OF PAVEMENT	PARKING METER	TRAFFIC BOX	DRAIN MH	MONITORING WELL	SOLE OWNED ELEC POLE	8" S	SEWER PIPE	
PROPOSED HAND HOLE		DOBLE PARKING METER	RCN MH	CATCH BASIN	HYDRANT	SOLE OWNED TEL POLE	8" D	DRAIN PIPE	
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PROPOSED CONDUIT		HANDICAP RAMP	GAS GATE	TELEPHONE MH	WATER GATE	ELETRIC MH	8" E	ELECTRIC PIPE	
AS-BUILT CONDUIT		STONE BOUND	UNKNOW GATE	STEAM MH	WATER MH	TRANSFORMER	8" CATV	CATV PIPE	
		HANDHOLE	TREE	CABLE MH	WATER MH	SIGN POLE	8" G	GAS PIPE	
		STUMP	BUSH		WATER METER		8" STEAM	STEAM PIPE	

NOTE:

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PROPOSED PLAN			
JOB LOCATION:	233 ALLEN ST SPRINGFIELD, MA	DRAWN BY:	DR
PREPARED FOR:	lighttower fiber networks	CHECKED BY:	RM
		APPROVED:	TF
		SCALE:	1" = 20'
		DATE:	AUGUST, 2016
		SHEET:	1 OF 3

1. THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN BY AN APPROXIMATE WAY ONLY. THEY HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR THEIR REPRESENTATIVE. THE CONTRACTOR WILL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. THE CONTRACTOR WILL BE FULLY RESPONSIBLE FOR ALL DAMAGES WHICH MIGHT BE CAUSED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE ALL UNDERGROUND UTILITIES.

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TRENCH DETAIL NOTES:

1. 24" MAXIMUM FROM TOP OF CONDUIT TO SURFACE.
2. 12" FROM TOP OF CONDUIT TO METALLIC WARNING TAPE PLACED ABOVE.
3. REPAIR SIDEWALKS AND WALKWAYS WITH SAME MATERIALS AS EXISTING.



LEGEND												
	P/L	PROPERTY LINE		PK NAIL		TRAFFIC SIGNAL		MBTA MH			8" W	WATER PIPE
	EOP	EDGE OF PAVEMENT		PARKING METER		TRAFFIC BOX		MONITORING WELL			8" S	SEWER PIPE
		PROPOSED HAND HOLE		DOUBLE PARKING METER		RCN MH		HYDRANT			8" D	DRAIN PIPE
		PROPOSED MANHOLE		HANDICAP RAMP		UNKNOWN MH		WATER VALVE			8" T	TELEPHONE PIPE
		PROPOSED CONDUIT		STONE BOUND		GAS GATE		WATER GATE			8" E	ELECTRIC PIPE
		AS-BUILT CONDUIT		HANDHOLE		UNKNOWN GATE		WATER METER			8" CATV	CATV PIPE
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				BUSH		CABLE MH					8" STEAM	STEAM PIPE

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	DATE	APPROVED	REVISION

TITLE:		PROPOSED PLAN	
JOB LOCATION:	233 ALLEN ST SPRINGFIELD, MA	DRAWN BY:	DR
		CHECKED BY:	RM
PREPARED FOR:		APPROVED:	TF
		SCALE:	1" = 20'
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		SHEET:	2 OF 3

1. THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN BY AN APPROXIMATE WAY ONLY. THEY HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR THEIR REPRESENTATIVE. THE CONTRACTOR WILL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. THE CONTRACTOR WILL BE FULLY RESPONSIBLE FOR ALL DAMAGES WHICH MIGHT BE CAUSED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE ALL UNDERGROUND UTILITIES.

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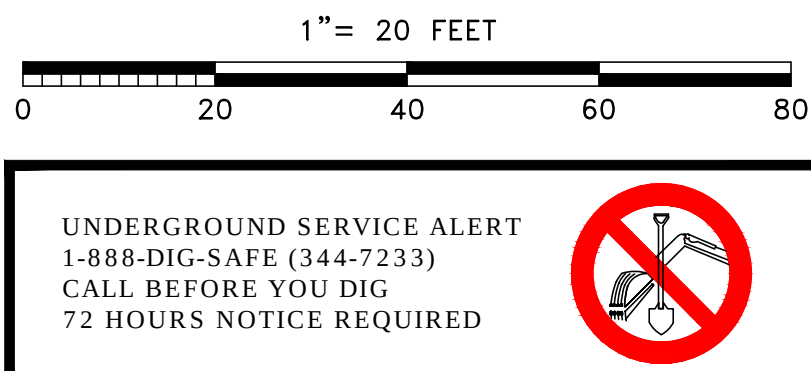
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LEGEND															
	P/L	PROPERTY LINE		PK NAIL		TRAFFIC SIGNAL		SEWER MH		MBTA MH		JOINT OWNED POLE		8" W	WATER PIPE
	EOP	EDGE OF PAVEMENT		PARKING METER		TRAFFIC BOX		DRAIN MH		MONITORING WELL		SOLE OWNED ELEC POLE		8" S	SEWER PIPE
		PROPOSED HAND HOLE		DOUBLE PARKING METER		RCN MH		CATCH BASIN		HYDRANT		SOLE OWNED TEL POLE		8" D	DRAIN PIPE
		PROPOSED MANHOLE		HANDICAP RAMP		UNKNOWN MH		INLET CATCH BASIN		WATER VALVE		LIGHT POLE		8" T	TELEPHONE PIPE
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		AS-BUILT CONDUIT		HANDHOLE		UNKNOWN GATE		STEAM MH		TRANSFORMER		SIGN POLE		8" CATV	CATV PIPE
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TITLE:		PROPOSED PLAN	
JOB LOCATION:	233 ALLEN ST SPRINGFIELD, MA	DRAWN BY:	DR
		CHECKED BY:	RM
PREPARED FOR:		APPROVED:	TF
		SCALE:	1" = 20'
		DATE:	AUGUST, 2016
		SHEET:	3 OF 3



City Council
36 Court Street
Springfield, MA 01103

Meeting: 11/14/16 07:00 PM
Department: Department of Public Works
Category: General
Prepared By: Hector Velez
Initiator: Hector Velez
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3736

ADOPTED

PETITION (ID # 3736)

Bradley (90 Cherokee)

CITY OF SPRINGFIELD, MASSACHUSETTS

Date: October 18, 2016

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

The Board of Public Works, to which was referred the petition of Lighttower Fiber Networks dated September 29, 2016, to install two hundred and ninety eight (298') feet of 1-4" PVC conduit with fiber optic cable from utility pole #77 on Wilbraham Road to utility pole #862 on Bradley Road, beginning at utility pole on #77 located on the tree belt north side of Wilbraham Road and running easterly direction with 1-4" conduit to the interception of Breckwood Blvd and Wilbraham Road to continue southerly direction to utility pole #862 located on the tree belt on the west side of Bradley Road approximately one hundred fifty (150') feet from Wilbraham, all as substantially shown on a plan attached, 1015 Wilbraham Road (Wilbraham Road at Bradley Road), which is incorporated herein by reference and to lay and maintain underground cables and Fiber Optic lines in public ways for the purpose of provide fiber optic network to public schools, 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 October 17, 2016 at 4:00 P.M. at 70 Tapley Street (Snow Room) Springfield, MA after due notice from the office of the City Clerk. Three (3) members of the Board and one (1) person interested in the matter were present. Of the latter, one (1) voted in favor of and no-one (0) voted against.

The Board finds the request necessary in order that the company can provide fiber optic network to public schools.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RESULT: RECEIVED PASSED

**Board of Public Works Petition**

To: Board of Public Works

Re: Springfield Public Schools Project - Petition for new conduit at Wilbraham Rd & Bradley Rd, Springfield MA (approx. 298')

Dear Board of Public Works,

Lighttower Fiber Networks respectfully submits this letter to petition for location of new conduit in the Public Right-Of-Way of Wilbraham Rd & Bradley Rd, Springfield MA for the Springfield Public Schools Project. The location of the proposed conduit is within the attached plan and is approx. 298lf.

Please contact me with questions or concerns.

Sincerely,

Todd Fagnoli

Fiber Construction Engineer, Lighttower Fiber Networks, LLC

(O)508-616-7863 (C)617-823-0864

80 Central St, Boxborough MA 01719

Attachment: Petition Letter - Wilbraham Rd and bradley Rd (90 Cherokee), Springfield MA (3736 : Bradley (90 Cherokee))



**PROPOSED CONDUIT INSTALLATION
AT
1015 WILBRAHAM RD
(WILBRAHAM RD AT BRADLEY RD)
IN
SPRINGFIELD, MA**

INDEX OF DRAWING

SHT NO.	DESCRIPTION
01	PROPOSED PLAN

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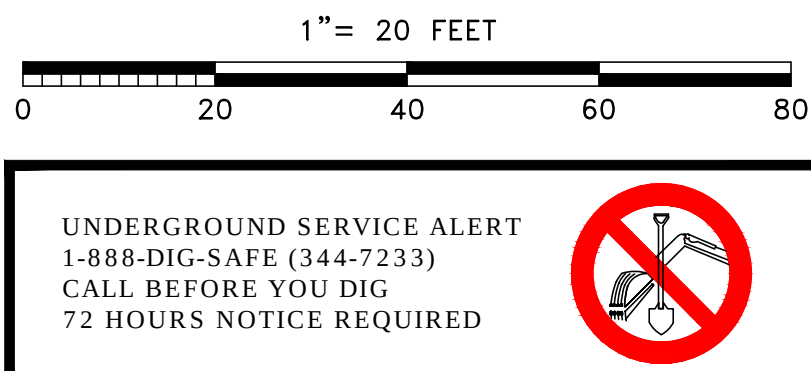
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TITLE: PROPOSED PLAN		
JOB LOCATION: 1015 WILBRAHAM RD (WILBRAHAM RD AT BRADLEY RD) SPRINGFIELD, MA	DRAWN BY:	DR
	CHECKED BY:	RM
	APPROVED:	TF
	SCALE:	1" = 20'
	DATE:	AUGUST, 2016
PREPARED FOR: 	SHEET:	1 OF 1



City Council
36 Court Street
Springfield, MA 01103

Meeting: 11/14/16 07:00 PM
Department: Department of Public Works
Category: General
Prepared By: Hector Velez
Initiator: Hector Velez
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3737

ADOPTED

PETITION (ID # 3737)

300 White St (Burton St and Kimberly Ave)

CITY OF SPRINGFIELD, MASSACHUSETTS

Date: October 18, 2016

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

The Board of Public Works, to which was referred the petition of Lighttower Fiber Networks dated September 29, 2016, to install two hundred twenty four (224') feet of 1-4" PVC conduit with fiber optic cable from utility pole on Burton Street to utility pole on Kimberly Avenue, beginning at the southerly side of Burton Street approximately one hundred sixty five (165') feet from Kimberly Avenue easterly direction with 1-4" conduit for two hundred twenty four (224') feet to utility pole located on the tree belt east side of Kimberly Avenue, all as substantially shown on a plan attached, 300 white (Burton St. At Kimberly Avenue), which is incorporated herein by reference and to lay and maintain underground cables and Fiber Optic lines in public ways for the purpose of provide fiber optic network to public schools , 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 October 17, 2016 at 4:00 P.M. at 70 Tapley Street (Snow Room) Springfield, MA after due notice from the office of the City Clerk. Three (3) members of the Board and one (1) person interested in the matter were present. Of the latter, one (1) voted in favor of and no-one (0) voted against.

The Board finds the request necessary in order that the company can provide fiber optic network to public schools.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RESULT: RECEIVED PASSED

**Board of Public Works Petition**

To: Board of Public Works

Re: Springfield Public Schools Project - Petition for new conduit at Burton St & Kimberly Ave, Springfield MA (approx. 224')

Dear Board of Public Works,

Lighttower Fiber Networks respectfully submits this letter to petition for location of new conduit in the Public Right-Of-Way of Burton St & Kimberly Ave, Springfield MA for the Springfield Public Schools Project. The location of the proposed conduit is within the attached plan and is approx. 224lf.

Please contact me with questions or concerns.

Sincerely,

Todd Fagnoli

Fiber Construction Engineer, Lighttower Fiber Networks, LLC

(O)508-616-7863 (C)617-823-0864

80 Central St, Boxborough MA 01719

Attachment: Petition Letter - Burton St and Kimberly Ave (300 White St) (3737 : 300 White St and Kimberly Ave))



**PROPOSED CONDUIT INSTALLATION
AT
300 WHITE(BURTON ST AT KIMBERLY AVE)
IN
SPRINGFIELD, MA**

INDEX OF DRAWING

SHT NO.	DESCRIPTION
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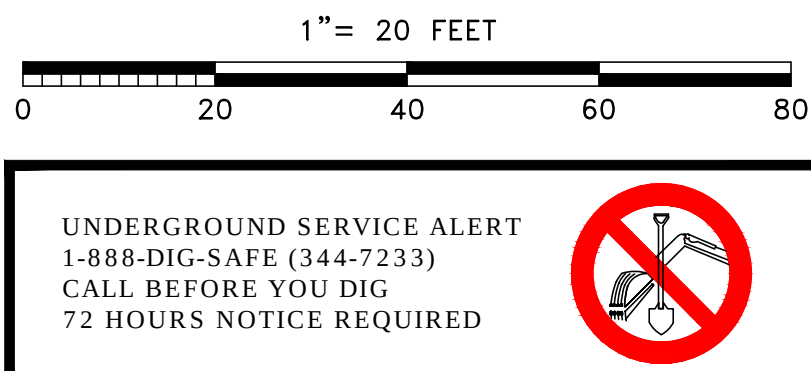
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TITLE:		PROPOSED PLAN	
JOB LOCATION:		DRAWN BY:	VD
300 WHITE(BURTON ST AT KIMBERLY AVE) SPRINGFIELD, MA		CHECKED BY:	RM
PREPARED FOR:		APPROVED:	TF
		SCALE:	1" = 20'
		DATE:	AUG, 2016
		SHEET:	1 OF 1



City Council
36 Court Street
Springfield, MA 01103

Meeting: 11/14/16 07:00 PM
Department: Department of Public Works
Category: General
Prepared By: Hector Velez
Initiator: Hector Velez
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3738

ADOPTED

PETITION (ID # 3738)

426 Armory (Grover St)

CITY OF SPRINGFIELD, MASSACHUSETTS

Date: October 25, 2016

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

The Board of Public Works, to which was referred the petition of Lighttower Fiber Networks dated October 19, 2016 to install seven hundred thirty seven (737') feet of 1-4" PVC conduit with fiber optic cable on Kendal Street, Liberty Street and Grover Street, beginning on the utility pole located on the northeast side of Kendall Street near the intersection of Liberty Street running north westerly to Liberty Street and turn southerly on the east side of Liberty Street with 1 -4" PVC conduit for approximately one hundred twenty feet (120') feet to turn westerly to Grover Street and run on the north side of Grover for approximately six hundred (600') feet to utility pole located in front of house #82 Grover, all as substantially shown on a plan attached, 426 Armory St (Grover St.), which is incorporated herein by reference and to lay and maintain underground cables and Fiber Optic lines in public ways for the purpose of provide fiber optic network to public schools , 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 October 24, 2016 at 3:00 P.M. on 70 Tapley Street (conference room) Springfield, MA 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 provide fiber optic network to public schools.

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.

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

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

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

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

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

RESULT: RECEIVED PASSED

**Petition Letter**

To: Board of Public Works

Re: Springfield Public Schools Project - Petition for new conduit at Grover St, Springfield MA (approx. 737')

Dear Board of Public Works,

Lighttower Fiber Networks respectfully submits this letter to petition for location of new conduit on Grover St, Springfield MA for the Springfield Public Schools Project. The location of the proposed conduit is within the attached plan and is approx. 737lf.

Please contact me with questions or concerns.

Sincerely,

Todd Fagnoli

Fiber Construction Engineer, Lighttower Fiber Networks, LLC

(O)508-616-7863 (C)617-823-0864

80 Central St, Boxborough MA 01719

Attachment: Petition Letter - 426 Armory (Grover St) (3738 : 426 Armory (Grover St))

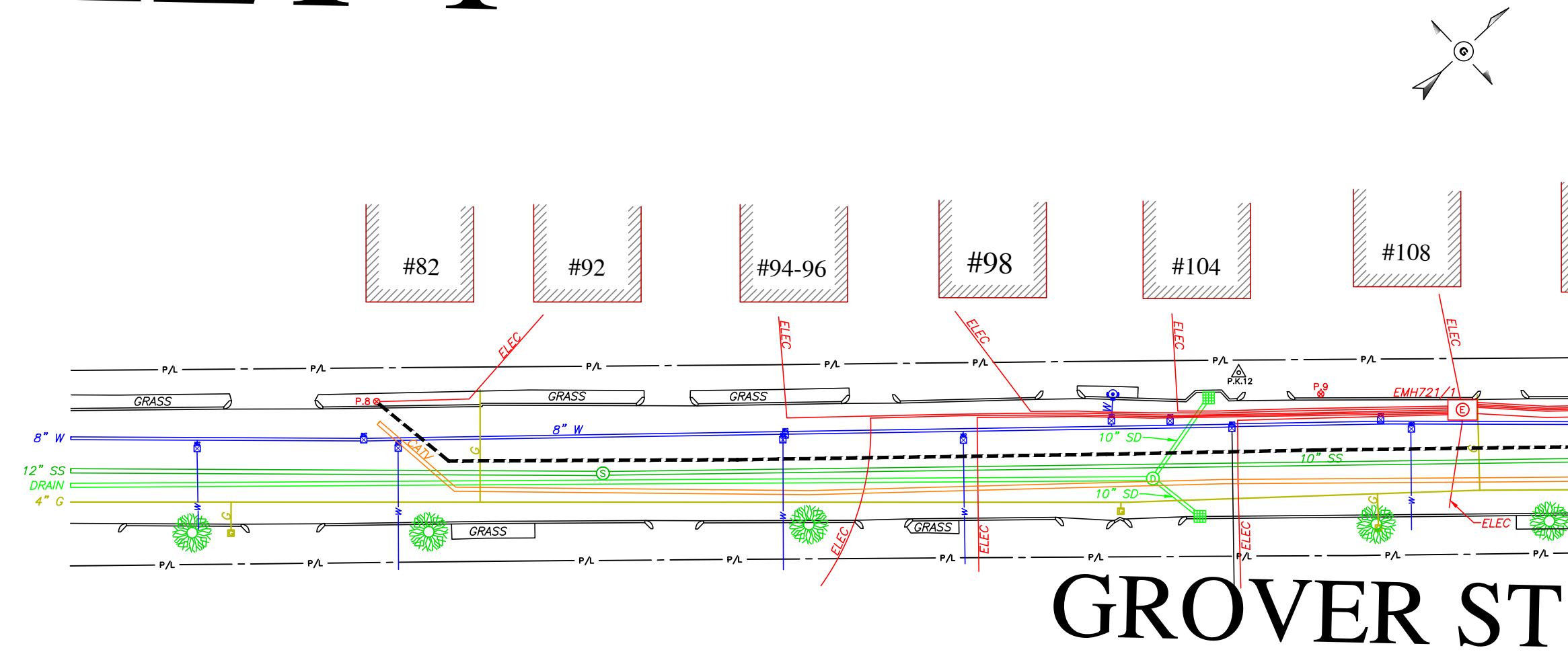


**PROPOSED CONDUIT INSTALLATION
AT
426 ARMORY ST (GROVER ST)
IN
SPRINGFIELD, MA**

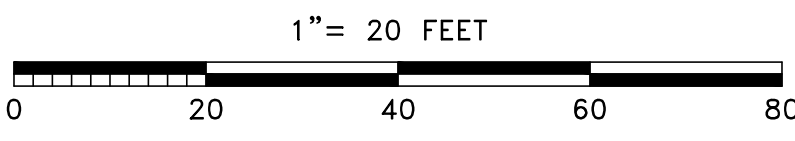
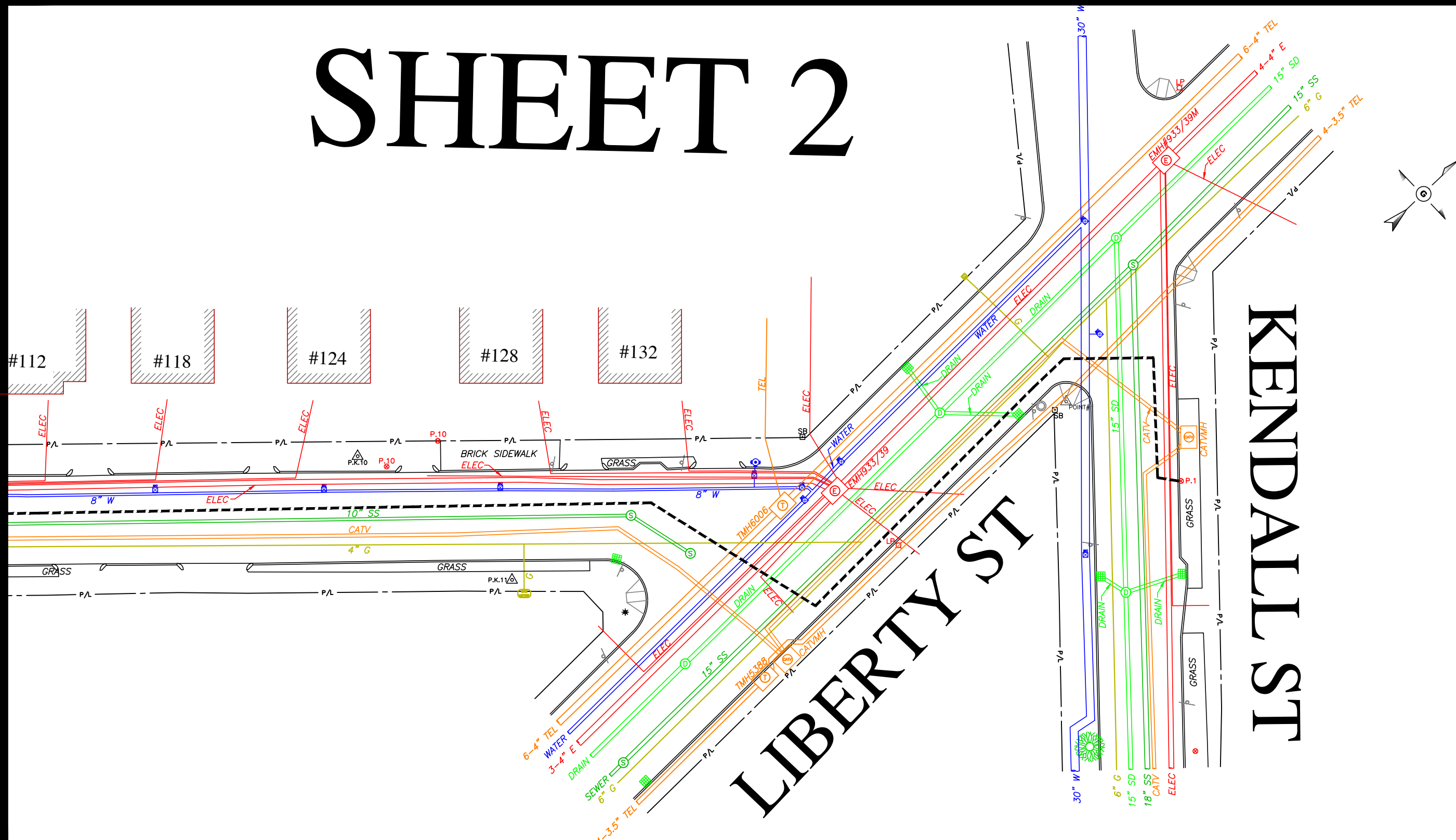
INDEX OF DRAWING

SHT NO.	DESCRIPTION
KEY01	KEY MAP
01-02	PROPOSED PLAN

SHEET 1



SHEET 2



LEGEND									
P/L	PROPERTY LINE	PK NAIL	PARKING METER	TRAFFIC SIGNAL	SEWER MH	MBTA MH	JOINT OWNED POLE	8" W WATER PIPE	8" S SEWER PIPE
EOP	EDGE OF PAVEMENT	DOBLE PARKING METER	TRAFFIC BOX	RCN MH	DRAIN MH	MONITORING WELL	SOLE OWNED ELEC POLE	8" D DRAIN PIPE	8" T TELEPHONE PIPE
PROPOSED HAND HOLE		HANDICAP RAMP	UNKNOW MH	GAS GATE	CATCH BASIN	HYDRANT	LIGHT POLE	8" E ELECTRIC PIPE	8" CATV
PROPOSED MANHOLE		STONE BOUND	UNKNOW GATE	INLET CATCH BASIN	TELEPHONE MH	WATER VALVE	ELETRIC MH	8" G GAS PIPE	8" STEAM
PROPOSED CONDUIT		HANDHOLE	TREE	STEAM MH	CABLE MH	WATER GATE	TRANSFORMER		
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KEY MAP			
JOB LOCATION: 426 ARMORY ST (GROVER ST) SPRINGFIELD, MA		DRAWN BY:	JM
		CHECKED BY:	RM
		APPROVED:	TF
		SCALE:	1" = 20'
PREPARED FOR:		DATE:	OCT, 2016
		SHEET:	KEY01

GENERAL NOTES

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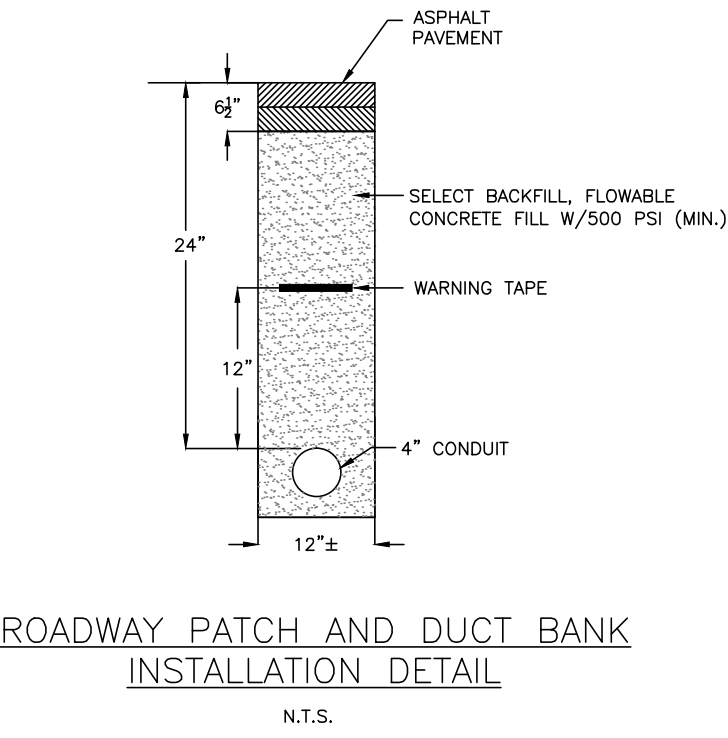
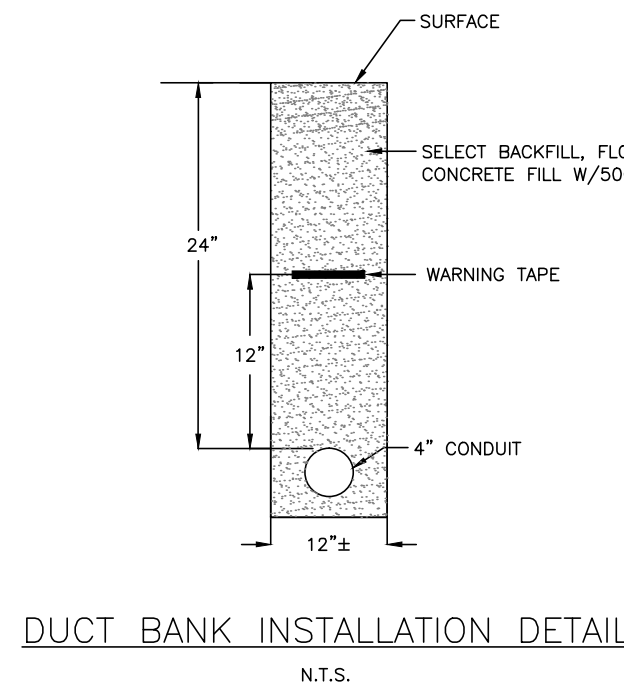
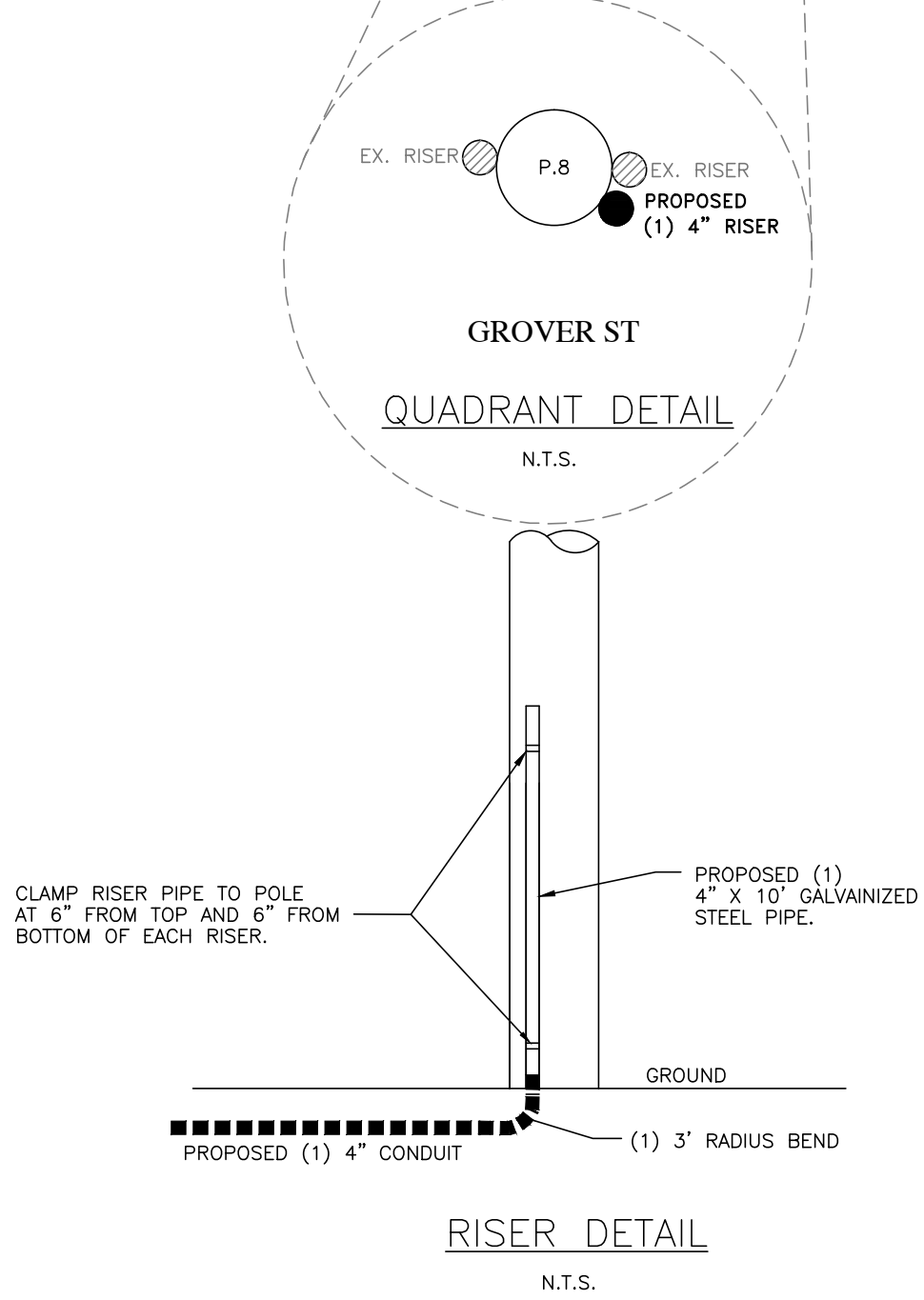
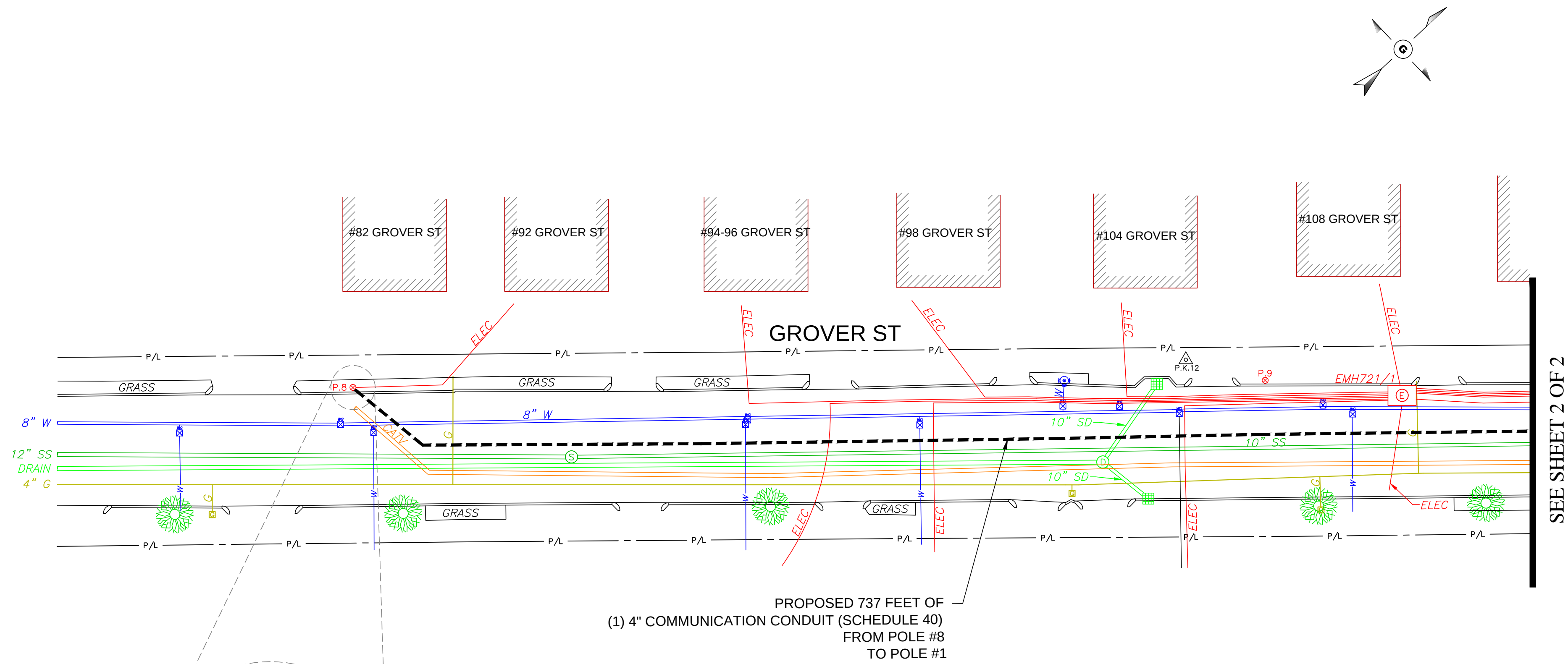
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- TRENCH DETAIL NOTES:
- 24" MAXIMUM FROM TOP OF CONDUIT TO SURFACE.
 - 12" FROM TOP OF CONDUIT TO METALLIC WARNING TAPE PLACED ABOVE.
 - REPAIR SIDEWALKS AND WALKWAYS WITH SAME MATERIALS AS EXISTING.

1" = 20 FEET

0 20 40 60 80

UNDERGROUND SERVICE ALERT
1-888-DIG-SAFE (344-7233)
CALL BEFORE YOU DIG
72 HOURS NOTICE REQUIRED

LEGEND									
P/L	PROPERTY LINE	PK NAIL	TRAFFIC SIGNAL	SEWER MH	MBTA MH	JOINT OWNED POLE	8" W	WATER PIPE	
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DATE			APPROVED	REVISION
TITLE: PROPOSED PLAN				
JOB LOCATION: 426 ARMORY ST (GROVER ST) SPRINGFIELD, MA			DRAWN BY: JM	
PREPARED FOR:			CHECKED BY: RM	
			APPROVED: TF	
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			SHEET: 1 OF 2	

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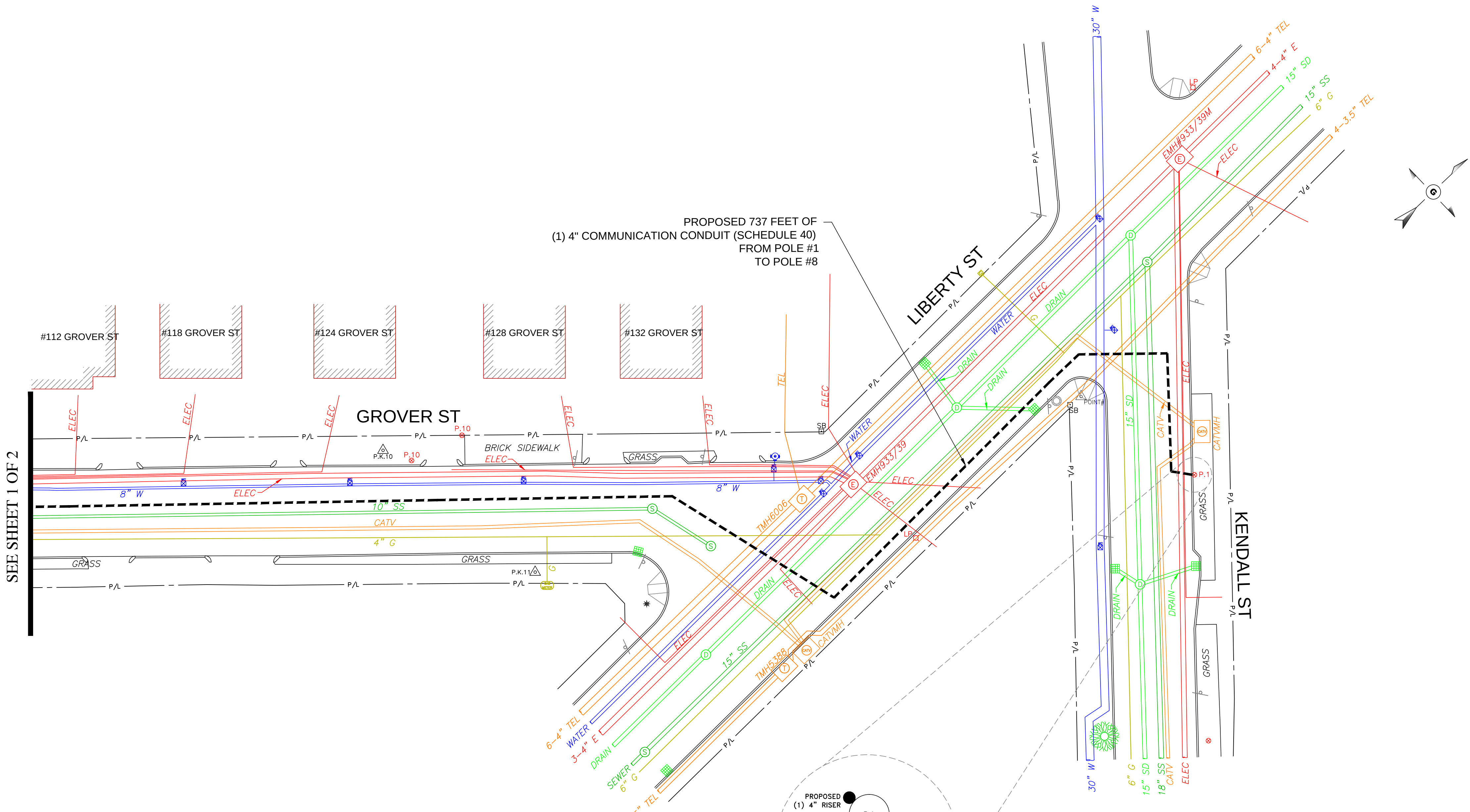
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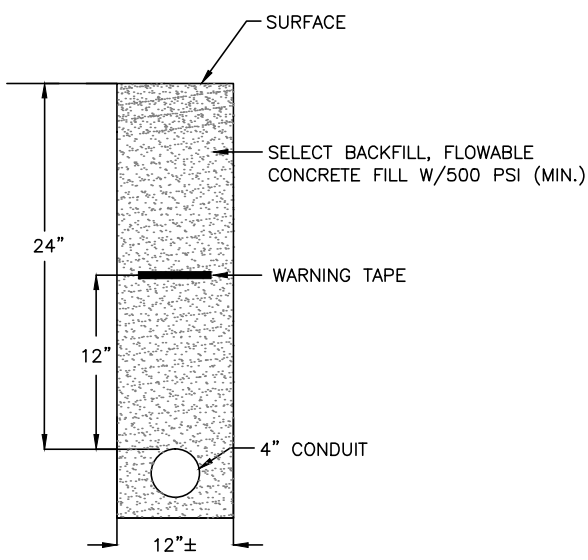
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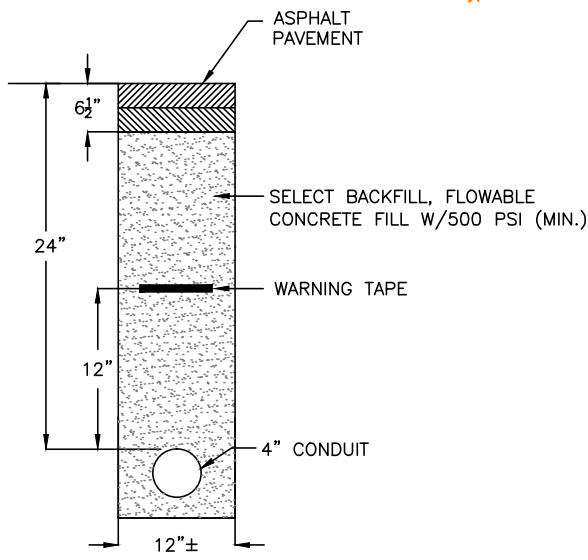
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SEE SHEET 1 OF 2



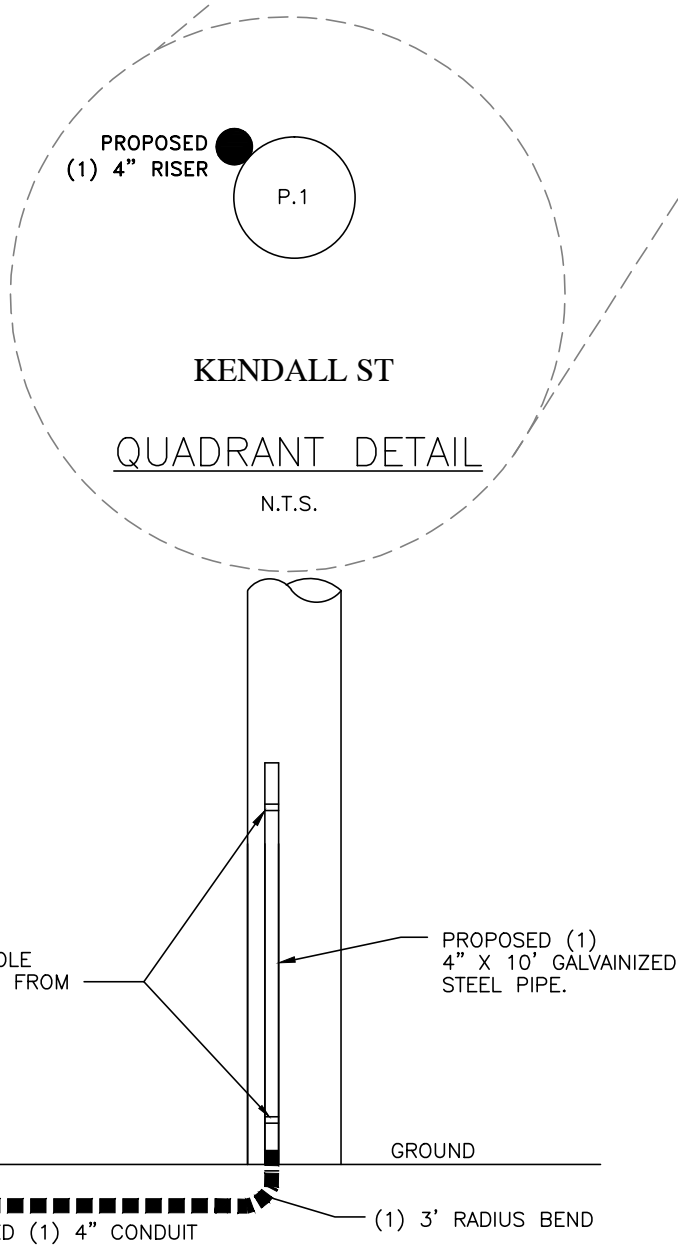
DUCT BANK INSTALLATION DETAIL
N.T.S.



ROADWAY PATCH AND DUCT BANK
INSTALLATION DETAIL
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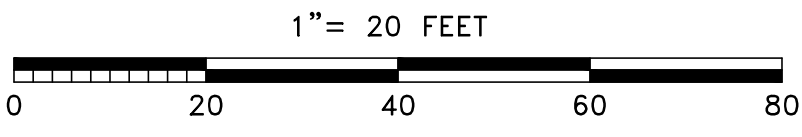
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RISER DETAIL
N.T.S.

KENDALL ST
QUADRANT DETAIL
N.T.S.



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JOB LOCATION: 426 ARMORY ST (GROVER ST) SPRINGFIELD, MA		DRAWN BY: JM	CHECKED BY: RM
PREPARED FOR: 		APPROVED: TF	SCALE: 1" = 20'
		DATE: OCT, 2016	SHEET: 2 OF 2



City Council
36 Court Street
Springfield, MA 01103

Meeting: 11/14/16 07:00 PM
Department: Department of Public Works
Category: General
Prepared By: Hector Velez
Initiator: Hector Velez
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3739

ADOPTED

PETITION (ID # 3739)

190 Surrey Rd.

CITY OF SPRINGFIELD, MASSACHUSETTS

Date: October 18, 2016

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

The Board of Public Works, to which was referred the petition of Lighttower Fiber Networks dated September 27, 2016, to install thirty six (36') feet of 1-4" PVC conduit with fiber optic cable from utility pole on Surrey Road to proposed handhold on #190 Surrey Road, beginning at utility pole located on the tree belt north side of Surrey Road in front of Mary A. Dryden Veterans Memorial School with 1-4" conduit run on the tree belt easterly direction 36 feet to a proposed handhold to be located on the grass area, all as substantially shown on a plan attached, 190 Surrey Road, which is incorporated herein by reference and to lay and maintain underground cables and Fiber Optic lines in public ways for the purpose of provide fiber optic network to public schools , 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 October 17, 2016 at 4:00 P.M. at 70 Tapley Street (Snow Room) Springfield, MA after due notice from the office of the City Clerk. Three (3) members of the Board and one (1) person interested in the matter were present. Of the latter, one (1) voted in favor of and no-one (0) voted against.

The Board finds the request necessary in order that the company can provide fiber optic network to public schools.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RESULT: RECEIVED PASSED

**Board of Public Works Petition**

To: Board of Public Works

Re: Springfield Public Schools Project - Petition for new conduit at Surrey Rd, Springfield MA (approx. 36')

Dear Board of Public Works,

Lighttower Fiber Networks respectfully submits this letter to petition for location of new conduit in the Public Right-Of-Way of Surrey Rd, Springfield MA for the Springfield Public Schools Project. The location of the proposed conduit is within the attached plan and is approx. 36lf.

Please contact me with questions or concerns.

Sincerely,

Todd Fagnoli

Fiber Construction Engineer, Lighttower Fiber Networks, LLC

(O)508-616-7863 (C)617-823-0864

80 Central St, Boxborough MA 01719

Attachment: Petition Letter - 190 Surrey Rd, Springfield MA (1) (3739 : 190 Surrey Rd.)



**PROPOSED CONDUIT INSTALLATION
AT
190 SURREY RD
IN
SPRINGFIELD, MA**

INDEX OF DRAWING

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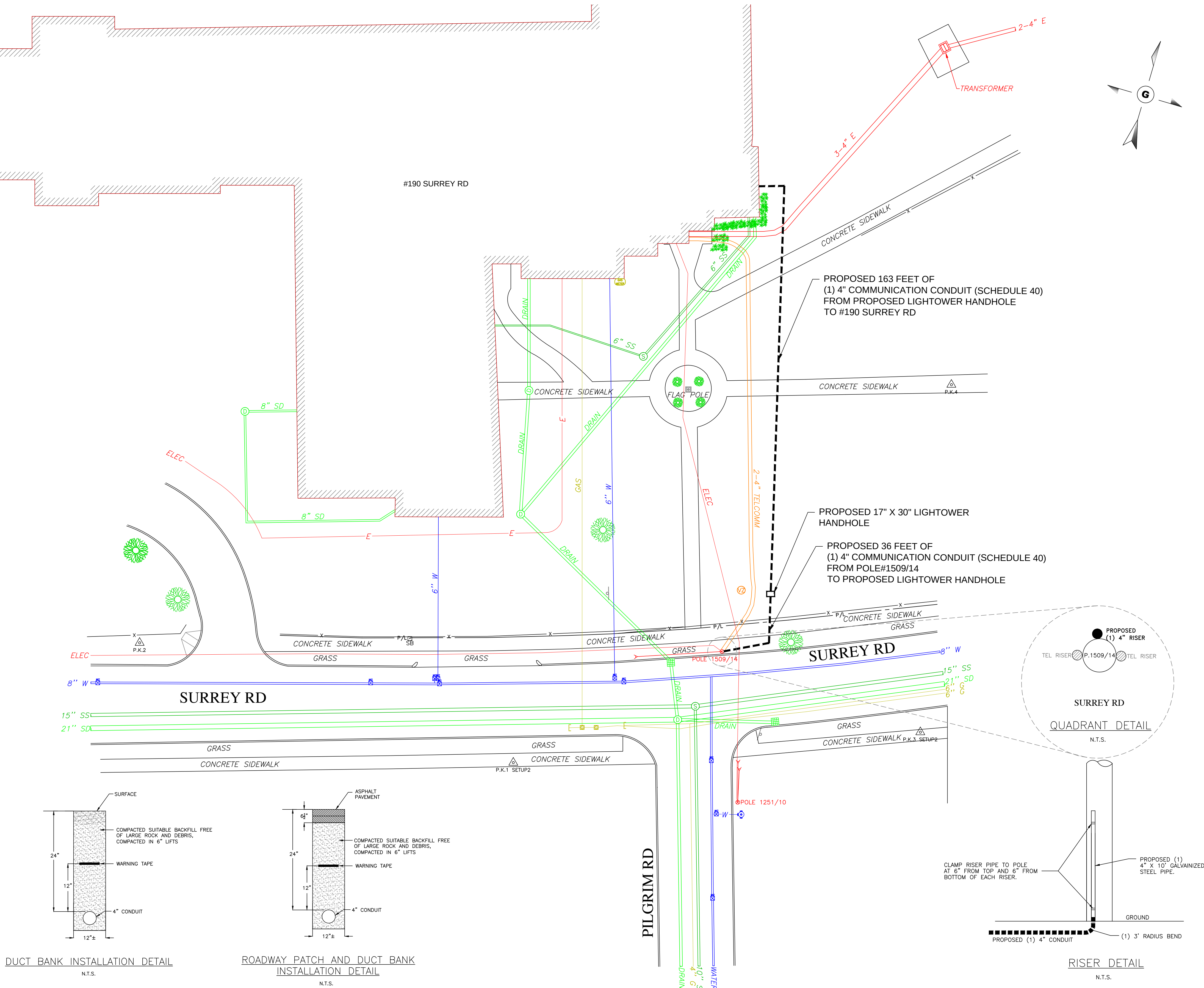
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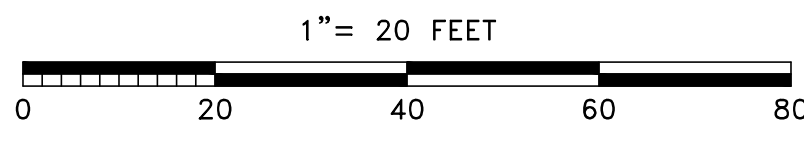
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RISER DETAIL
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PROPOSED PLAN			
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DRAWN BY:	AM	CHECKED BY:	RM
APPROVED:	TF	SCALE:	1" = 20'
DATE:	AUGUST, 2016	SHEET:	1 OF 1



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Prepared By: Hector Velez
Initiator: Hector Velez
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3740

ADOPTED

PETITION (ID # 3740)

1015 Wilbraham (Pole 41)

CITY OF SPRINGFIELD, MASSACHUSETTS

Date: October 18, 2016

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

The Board of Public Works, to which was referred the petition of Lighttower Fiber Networks dated September 27, 2016, to install seventy six (76') feet of 1-4" PVC conduit with fiber optic cable from utility pole #41 on Wilbraham Road to proposed handhold on #1015 Wilbraham Road, beginning at utility pole #41 located on the tree belt north side of Wilbraham Road in front of Duggan Middle School with 1-4" conduit run southeasterly direction crossing Wilbraham Road seventy six (76') feet to proposed handhold to be located on the grass area front of Duggan Middle School, all as substantially shown on a plan attached, 1015 Wilbraham Road (Wilbraham Road P.41), which is incorporated herein by reference and to lay and maintain underground cables and Fiber Optic lines in public ways for the purpose of provide fiber optic network to public schools, reports thereon as follows:

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

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

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

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

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

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

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

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

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

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

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

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

RESULT: RECEIVED PASSED

**Board of Public Works Petition**

To: Board of Public Works

Re: Springfield Public Schools Project - Petition for new conduit at Wilbraham Rd, Springfield MA
(approx. 76')

Dear Board of Public Works,

Lighttower Fiber Networks respectfully submits this letter to petition for location of new conduit in the Public Right-Of-Way of Wilbraham Rd, Springfield MA for the Springfield Public Schools Project. The location of the proposed conduit is within the attached plan and is approx. 76lf.

Please contact me with questions or concerns.

Sincerely,

Todd Fagnoli

Fiber Construction Engineer, Lighttower Fiber Networks, LLC

(O)508-616-7863 (C)617-823-0864

80 Central St, Boxborough MA 01719

Attachment: Petition Letter (Wilbraham Rd Pole 41 to BLDG) (3740 : 1015 Wilbraham (Pole 41))



**PROPOSED CONDUIT INSTALLATION
AT
1015 WILBRAHAM RD (P.41 TO BLDG)
IN
SPRINGFIELD, MA**

INDEX OF DRAWING

SHT NO.	DESCRIPTION
01	PROPOSED PLAN

GENERAL NOTES

1. THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN BY AN APPROXIMATE WAY ONLY. THEY HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR THEIR REPRESENTATIVE. THE CONTRACTOR WILL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. THE CONTRACTOR WILL BE FULLY RESPONSIBLE FOR ALL DAMAGES WHICH MIGHT BE CAUSED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE ALL UNDERGROUND UTILITIES.

2. IF AN EXISTING UTILITY IS FOUND TO HAVE CAUSED A CONFLICT WITH THE PROPOSED WORK, AS IN THE LOCATION, ELEVATION AND SIZE OF THE UTILITY, IT SHOULD BE ACCURATELY DETERMINED WITHOUT DELAY BY THE CONTRACTOR. THE INFORMATION SHOULD THEN BE FORWARDED TO THE ENGINEER TO RESOLVE THE CONFLICT.

3. THE CONTRACTOR SHOULD MAINTAIN A SEPARATION OF 18 INCHES MIN. WHEN CROSSING EXISTING WATER FACILITIES.

4. THE CONTRACTOR WILL MAKE ALL OF THE ARRANGEMENTS FOR THE ADJUSTMENT OF ALL UTILITIES, PRIVATE AND PUBLIC.

5. THE CONTRACTOR SHOULD NOT DISTURB PUBLIC TREES AND SHRUBS.

6. AREAS OUTSIDE THE LIMITS OF PROPOSED WORK DISTURBED BY THE CONTRACTOR'S OPERATIONS WILL BE RESTORED BY THE CONTRACTOR TO THEIR ORIGINAL CONDITION AT NO EXPENSE TO THE OWNER.

7. THE CONTRACTOR WILL BE RESPONSIBLE FOR PLACING AND MAINTAINING TEMPORARY RESURFACING OR PLATING FOR ALL EXCAVATIONS ON PAVED STREETS AND SIDEWALKS UNTIL PERMANENT RESURFACING IS COMPLETE.

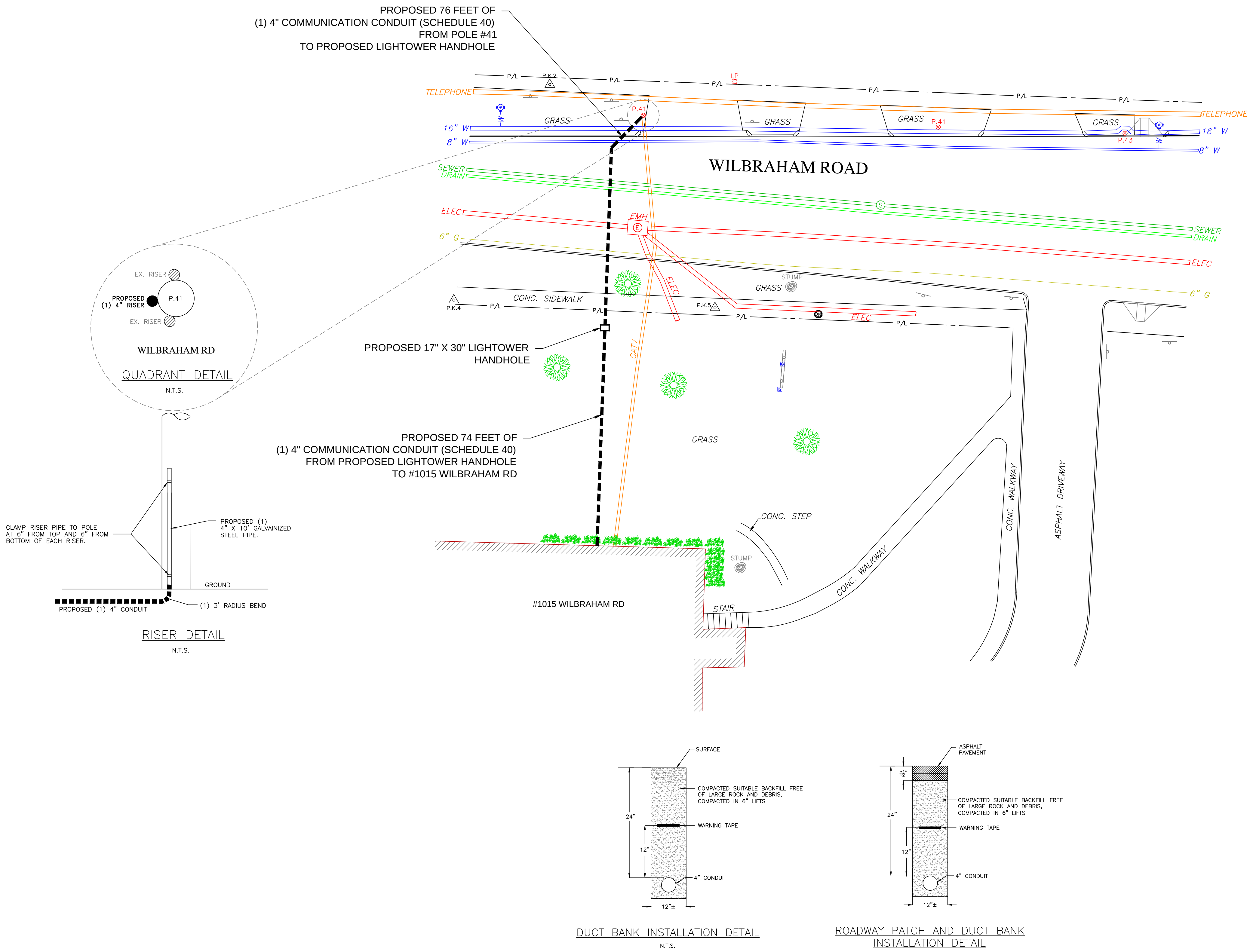
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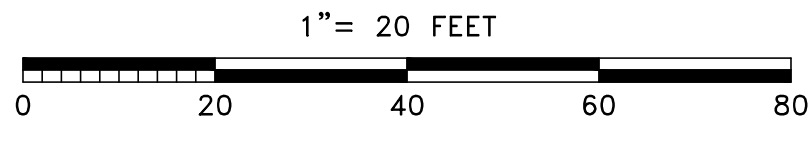
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12. THE CONTRACTOR WILL REPLACE ALL PAVEMENT MARKINGS IN THEIR ENTIRETY THAT HAS BEEN DAMAGED BY TRENCH EXCAVATION OR OPERATIONS USING SIMILAR COLOR AND SIZE THERMOPLASTIC MARKINGS.



- TRENCH DETAIL NOTES:
- 24" MAXIMUM FROM TOP OF CONDUIT TO SURFACE.
 - 12" FROM TOP OF CONDUIT TO METALLIC WARNING TAPE PLACED ABOVE.
 - REPAIR SIDEWALKS AND WALKWAYS WITH SAME MATERIALS AS EXISTING.



UNDERGROUND SERVICE ALERT
1-888-DIG-SAFE (344-7233)
CALL BEFORE YOU DIG
72 HOURS NOTICE REQUIRED



LEGEND									
P/L	PROPERTY LINE	PK NAIL	TRAFFIC SIGNAL	SEWER MH	MBTA MH	JOINT OWNED POLE	8" W	WATER PIPE	NOTE: THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN BY APPROXIMATE WAY ONLY. THEY HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR THEIR REPRESENTATIVE. THE CONTRACTOR WILL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. THE CONTRACTOR WILL BE FULLY RESPONSIBLE FOR ALL DAMAGES WHICH MIGHT BE CAUSED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE ALL UNDERGROUND UTILITIES. CONTRACTOR BE WARE THAT THE LOCATION OF UNDERGROUND STRUCTURES SHOWN ARE NOT GUARANTEED TO BE ACCURATE.
EOP	EDGE OF PAVEMENT	PARKING METER	TRAFFIC BOX	DRAIN MH	MONITORING WELL	SOLE OWNED ELEC POLE	8" S	SEWER PIPE	
PROPOSED HAND HOLE		DOBLE PARKING METER	RCN MH	CATCH BASIN	HYDRANT	SOLE OWNED TEL POLE	8" D	DRAIN PIPE	
PROPOSED MANHOLE			UNKNOWN MH	INLET CATCH BASIN	WATER VALVE	LIGHT POLE	8" T	TELEPHONE PIPE	
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AS-BUILT CONDUIT		STONE BOUND	UNKNOWN GATE	STEAM MH	WATER MH	TRANSFORMER	8" CATV	CATV PIPE	
		HANDHOLE	TREE	CABLE MH	WATER METER	SIGN POLE	8" G	GAS PIPE	
		STUMP	BUSH				8" STEAM	STEAM PIPE	

PROPOSED PLAN			
TITLE:		DRAWN BY: DR	
JOB LOCATION: 1015 WILBRAHAM RD (P.41 TO BLDG) SPRINGFIELD, MA		CHECKED BY: RM	
PREPARED FOR:		APPROVED: TF	
		SCALE: 1" = 20'	
		DATE: SEPT, 2016	
		SHEET: 1 OF 1	



City Council
36 Court Street
Springfield, MA 01103

Meeting: 11/14/16 07:00 PM
Department: Department of Public Works
Category: General
Prepared By: Hector Velez
Initiator: Hector Velez
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3741

ADOPTED

PETITION (ID # 3741)

50 Emperess (Wilbraham Rd)

CITY OF SPRINGFIELD, MASSACHUSETTS

Date: October 25, 2016

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

The Board of Public Works, to which was referred the petition of Lighttower Fiber Networks dated October 19, 2016, to install five hundred fifty eight (558') feet of 1-4" PVC conduit with fiber optic cable on Wilbraham Road, beginning on the utility pole located on the tree belt in front of #1906 Wilbraham Road continue southerly direction cross Wilbraham Road and turn westerly with a 1-4" conduit for tree hundred fifty (350') feet to turn southerly direction approximately sixty feet (60') to utility pole located on the tree belt, all as substantially shown on a plan attached, 50 Empress CT (Wilbraham), which is incorporated herein by reference and to lay and maintain underground cables and Fiber Optic lines in public ways for the purpose of provide fiber optic network to public schools , 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 October 24, 2016 at 3:00 P.M. on 70 Tapley Street (conference room) Springfield, MA 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 provide fiber optic network to public schools.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RESULT: RECEIVED PASSED

**Board of Public Works Petition**

To: Board of Public Works

Re: Springfield Public Schools Project - Petition for new conduit at Wilbraham Rd, Springfield MA (approx. 558')

Dear Board of Public Works,

Lighttower Fiber Networks respectfully submits this letter to petition for location of new conduit in the Public Right-Of-Way of Wilbraham Rd, Springfield MA for the Springfield Public Schools Project. The location of the proposed conduit is within the attached plan and is approx. 558lf.

Please contact me with questions or concerns.

Sincerely,

Todd Fagnoli

Fiber Construction Engineer, Lighttower Fiber Networks, LLC

(O)508-616-7863 (C)617-823-0864

80 Central St, Boxborough MA 01719

Attachment: Petition Letter - 50 Emperess (Wilbraham Rd) (3741 : 50 Emperess (Wilbraham Rd))



**PROPOSED CONDUIT INSTALLATION
AT
50 EMPRESS CT (WILBRAHAM RD)
IN
SPRINGFIELD, MA**

INDEX OF DRAWING

SHT NO.	DESCRIPTION
01	PROPOSED PLAN



City Council
36 Court Street
Springfield, MA 01103

Meeting: 11/14/16 07:00 PM
Department: Department of Public Works
Category: General
Prepared By: Hector Velez
Initiator: Hector Velez
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3742

ADOPTED

PETITION (ID # 3742)

426 Armory (Kendall St.)

CITY OF SPRINGFIELD, MASSACHUSETTS

Date: October 25, 2016

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

The Board of Public Works, to which was referred the petition of Lighttower Fiber Networks dated October 19, 2016 to install seven hundred twenty three (723') feet of 1-4" PVC conduit with fiber optic cable on Kendal Street, beginning on the utility pole located on the corner of Littleton Street north westerly direction on the sidewalk for 258' feet to a proposed Lighttower manhole on the corner of Phoenix Street to continue four hundred eighty five (485') feet to utility pole located sixty (60') feet from Hastings Street, all as substantially shown on a plan attached, 426 Armory St (Kendall St), which is incorporated herein by reference and to lay and maintain underground cables and Fiber Optic lines in public ways for the purpose of provide fiber optic network to public schools, 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 October 24, 2016 at 3:00 P.M. on 70 Tapley Street (conference room) Springfield, MA 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 provide fiber optic network to public schools.

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.

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

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

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

RESULT: RECEIVED PASSED

**Petition Letter**

To: Board of Public Works

Re: Springfield Public Schools Project - Petition for new conduit at Kendall St, Springfield MA (approx. 723')

Dear Board of Public Works,

Lighttower Fiber Networks respectfully submits this letter to petition for location of new conduit on Kendall St, Springfield MA for the Springfield Public Schools Project. The location of the proposed conduit is within the attached plan and is approx. 723lf.

Please contact me with questions or concerns.

Sincerely,

Todd Fagnoli

Fiber Construction Engineer, Lighttower Fiber Networks, LLC

(O)508-616-7863 (C)617-823-0864

80 Central St, Boxborough MA 01719

Attachment: Petition Letter - 426 Armory (Kendall St) (3742 : 426 Armory (Kendall St.))



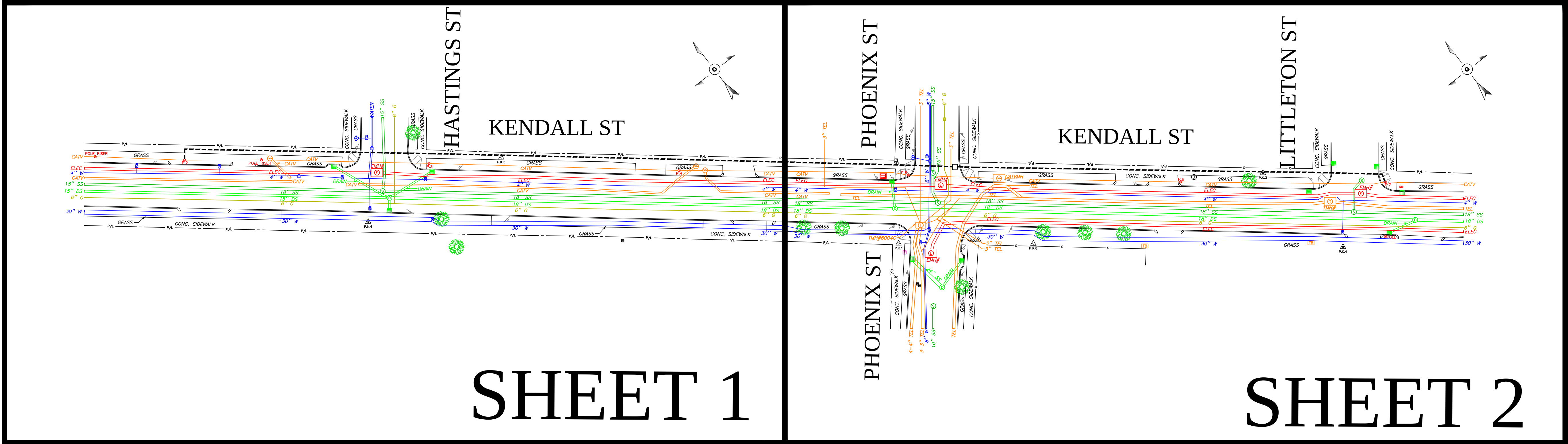
**PROPOSED CONDUIT INSTALLATION
AT
426 ARMORY ST (KENDALL ST)
IN
SPRINGFIELD, MA**

INDEX OF DRAWING

SHT NO.	DESCRIPTION
KEY	KEY PLAN
01-02	PROPOSED PLAN

GENERAL NOTES

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5. THE CONTRACTOR SHOULD NOT DISTURB PUBLIC TREES AND SHRUBS.
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1" = 20 FEET

020406080

UNDERGROUND SERVICE ALERT
1-888-DIG-SAFE (344-7233)
CALL BEFORE YOU DIG
72 HOURS NOTICE REQUIRED

LEGEND											
P/L	PROPERTY LINE	PK NAIL	PARKING METER	TRAFFIC SIGNAL	SEWER MH	MBTA MH	JOINT OWNED POLE		WATER PIPE		WATER PIPE
EOP	EDGE OF PAVEMENT	DOBLE PARKING METER	TRAFFIC BOX	DRAIN MH	MONITORING WELL	SOLE OWNED TEL POLE		S SEWER PIPE		S SEWER PIPE	
PROPOSED HAND HOLE		HANDICAP RAMP	RCN MH	CATCH BASIN	HYDRANT	LIGHT POLE		D DRAIN PIPE		D DRAIN PIPE	
PROPOSED MANHOLE		STONE BOUND	UNKNOW MH	INLET CATCH BASIN	WATER VALVE	ELETRIC MH		T TELEPHONE PIPE		T TELEPHONE PIPE	
PROPOSED CONDUIT		HANDHOLE	GAS GATE	TELEPHONE MH	WATER GATE	TRANSFORMER		E ELECTRIC PIPE		E ELECTRIC PIPE	
AS-BUILT CONDUIT		STUMP	UNKNOWN GATE	STEAM MH	WATER METER	SIGN POLE		CATV CATV PIPE		CATV CATV PIPE	
			TREE	CABLE MH				G GAS PIPE		G GAS PIPE	
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PROPOSED PLAN			
TITLE:		DRAWN BY: DS	
JOB LOCATION: 426 ARMORY ST (KENDALL ST) SPRINGFIELD, MA		CHECKED BY: RM	
PREPARED FOR:		APPROVED: TF	
		SCALE: 1" = 20'	
		DATE: OCT, 2016	
		SHEET: KEY	

GENERAL NOTES

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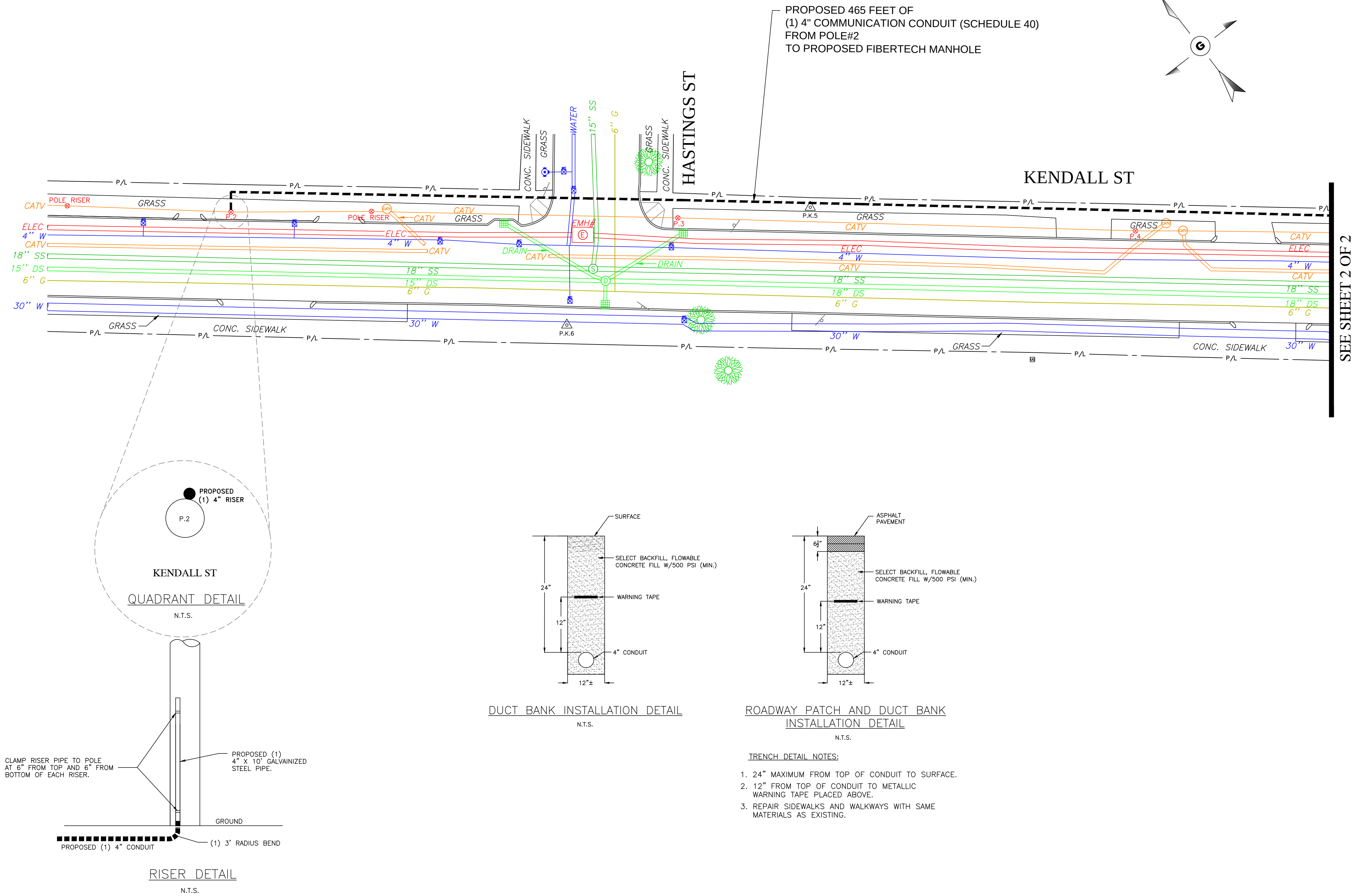
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SEE SHEET 2 OF 2

1" = 20 FEET

0 20 40 60 80

UNDERGROUND SERVICE ALERT
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CALL BEFORE YOU DIG
72 HOURS NOTICE REQUIRED



LEGEND									
P/L	PROPERTY LINE	PK NAIL	TRAFFIC SIGNAL	SEWER MH	MBTA MH	JOINT OWNED POLE	8" W	WATER PIPE	
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PROPOSED PLAN			
JOB LOCATION: 426 ARMORY ST (KENDALL ST) SPRINGFIELD, MA		DRAWN BY:	DS
PREPARED FOR:		CHECKED BY:	RM
		APPROVED:	TF
		SCALE:	1" = 20'
		DATE:	OCT, 2016
		SHEET:	1 OF 2

GENERAL NOTES

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6. AREAS OUTSIDE THE LIMITS OF PROPOSED WORK DISTURBED BY THE CONTRACTOR'S OPERATIONS WILL BE RESTORED BY THE CONTRACTOR TO THEIR ORIGINAL CONDITION AT NO EXPENSE TO THE OWNER.

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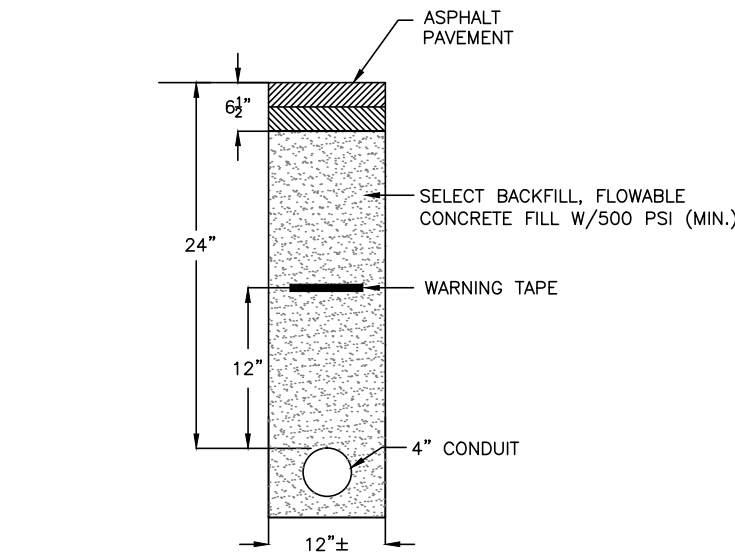
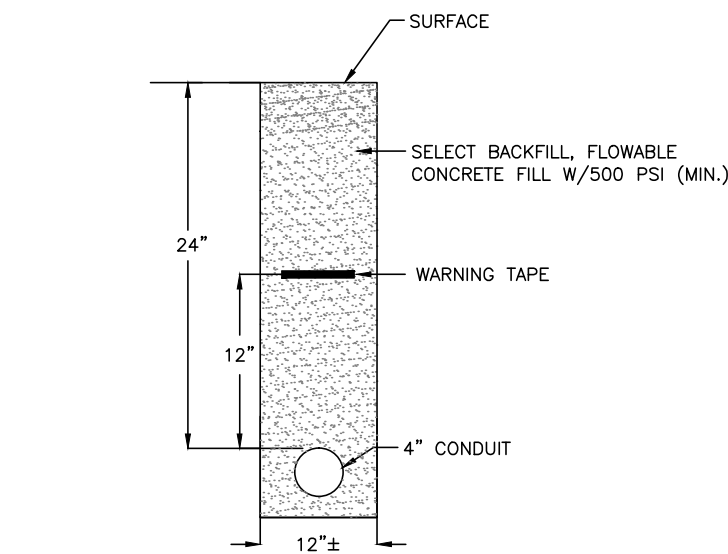
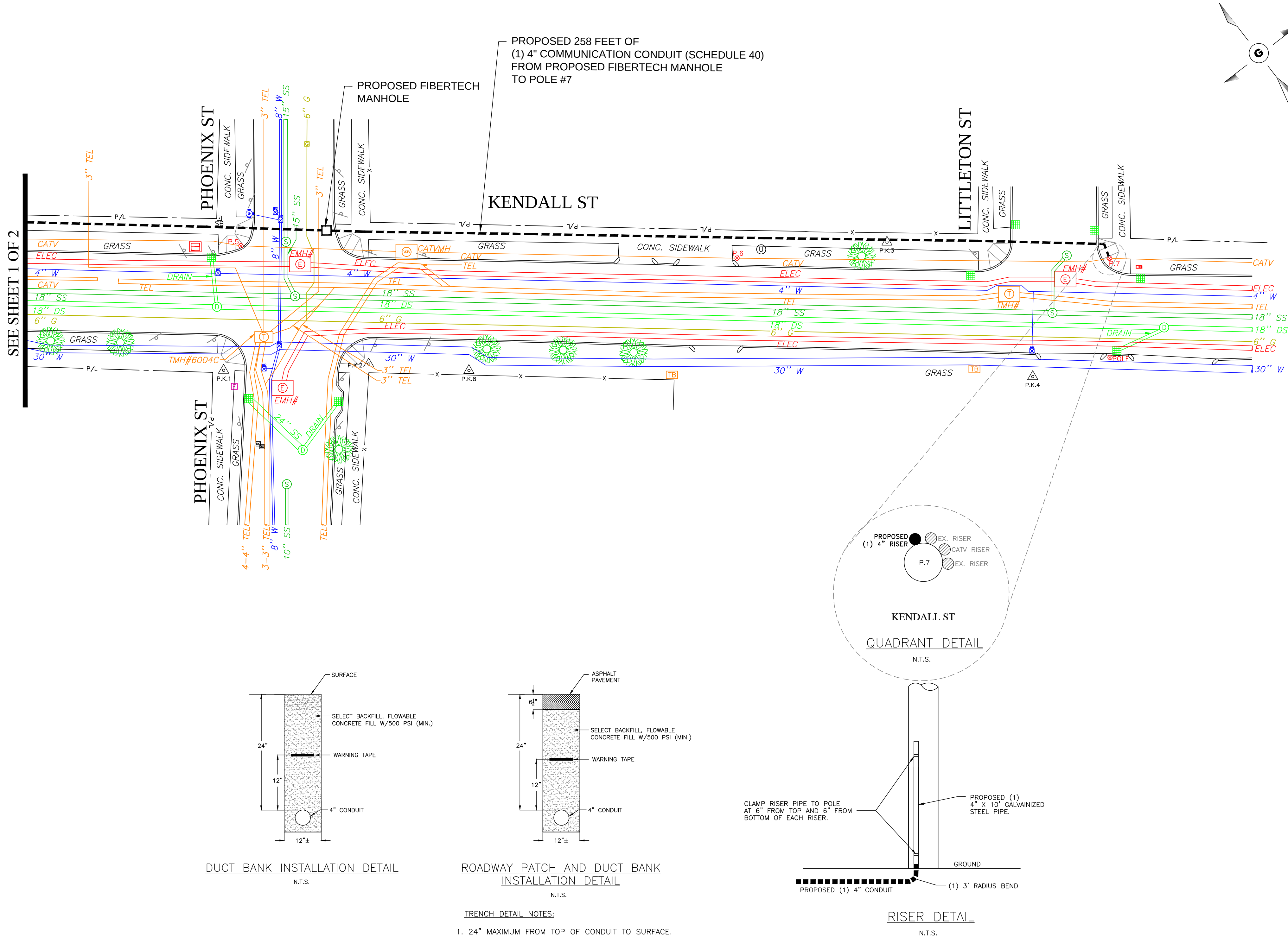
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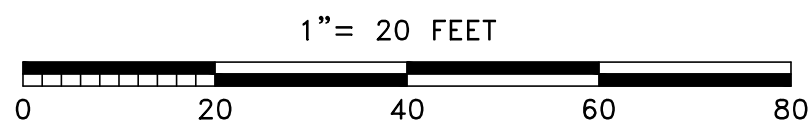
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- TRENCH DETAIL NOTES:
- 24" MAXIMUM FROM TOP OF CONDUIT TO SURFACE.
 - 12" FROM TOP OF CONDUIT TO METALLIC WARNING TAPE PLACED ABOVE.
 - REPAIR SIDEWALKS AND WALKWAYS WITH SAME MATERIALS AS EXISTING.



UNDERGROUND SERVICE ALERT
1-888-DIG-SAFE (344-7233)
CALL BEFORE YOU DIG
72 HOURS NOTICE REQUIRED



LEGEND									
P/L	PROPERTY LINE	PK NAIL	TRAFFIC SIGNAL	SEWER MH	MBTA MH	JOINT OWNED POLE	8" W	WATER PIPE	NOTE: THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN BY APPROXIMATE WAY ONLY. THEY HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR THEIR REPRESENTATIVE. THE CONTRACTOR WILL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. THE CONTRACTOR WILL BE FULLY RESPONSIBLE FOR ALL DAMAGES WHICH MIGHT BE CAUSED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE ALL UNDERGROUND UTILITIES. CONTRACTOR BE WARE THAT THE LOCATION OF UNDERGROUND STRUCTURES SHOWN ARE NOT GUARANTEED TO BE ACCURATE.
EOP	EDGE OF PAVEMENT	PARKING METER	TRAFFIC BOX	DRAIN MH	MONITORING WELL	SOLE OWNED ELEC POLE	8" S	SEWER PIPE	
PROPOSED HAND HOLE		DOBLE PARKING METER	RCN MH	CATCH BASIN	HYDRANT	SOLE OWNED TEL POLE	8" D	DRAIN PIPE	
PROPOSED MANHOLE			UNKNOWN MH	INLET CATCH BASIN	WATER VALVE	LIGHT POLE	8" T	TELEPHONE PIPE	
PROPOSED CONDUIT		HANDICAP RAMP	GAS GATE	TELEPHONE MH	WATER GATE	ELETRIC MH	8" E	ELECTRIC PIPE	
AS-BUILT CONDUIT		STONE BOUND	UNKNOWN GATE	STEAM MH	WATER MH	TRANSFORMER	8" CATV	CATV PIPE	
		HANDHOLE	TREE	CABLE MH	WATER METER	SIGN POLE	8" G	GAS PIPE	
		STUMP	BUSH				8" STEAM	STEAM PIPE	

PROPOSED PLAN		
TITLE:	426 ARMORY ST (KENDALL ST) SPRINGFIELD, MA	
JOB LOCATION:		
DRAWN BY:	DS	
CHECKED BY:	RM	
APPROVED:	TF	
SCALE:	1" = 20'	
DATE:	OCT, 2016	
SHEET:	2 OF 2	



City Council
36 Court Street
Springfield, MA 01103

Meeting: 11/14/16 07:00 PM
Department: Department of Public Works
Category: General
Prepared By: Hector Velez
Initiator: Hector Velez
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3743

ADOPTED

PETITION (ID # 3743)

120 Ashland Ave (Wilbraham Rd.)

CITY OF SPRINGFIELD, MASSACHUSETTS

Date: October 25, 2016

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

The Board of Public Works, to which was referred the petition of Lighttower Fiber Networks dated October 19, 2016, to install one hundred seventy (170') feet of 1-4" PVC conduit with fiber optic cable on Ashland Avenue and Ballard Avenue, beginning on the utility pole located on the tree belt on the south side of Ballard Avenue westerly with a 1-4" conduit for approximately one hundred (100') feet to cross Ashland Avenue twenty five (25') feet and turn northerly with 1-4" PVC conduit forty five (45') feet to utility pole located at #120 Ashland Avenue (Glickman Elementary School), all as substantially shown on a plan attached, 120 Ashland Avenue (Wilbraham), which is incorporated herein by reference and to lay and maintain underground cables and Fiber Optic lines in public ways for the purpose of provide fiber optic network to public schools , 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 October 24, 2016 at 3:00 P.M. on 70 Tapley Street (conference room) Springfield, MA 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 provide fiber optic network to public schools.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RESULT: RECEIVED PASSED

**Board of Public Works Petition**

To: Board of Public Works

Re: Springfield Public Schools Project - Petition for new conduit at Ashland Ave & Ballard Ave, Springfield MA (approx. 170')

Dear Board of Public Works,

Lighttower Fiber Networks respectfully submits this letter to petition for location of new conduit in the Public Right-Of-Way of Ashland Ave & Ballard Ave, Springfield MA for the Springfield Public Schools Project. The location of the proposed conduit is within the attached plan and is approx. 170lf.

Please contact me with questions or concerns.

Sincerely,

Todd Fagnoli

Fiber Construction Engineer, Lighttower Fiber Networks, LLC

(O)508-616-7863 (C)617-823-0864

80 Central St, Boxborough MA 01719

Attachment: Petition Letter - 120 Ashland Ave Springfield MA (3743 : 120 Ashland Ave (Wilbraham Rd.))



**PROPOSED CONDUIT INSTALLATION
AT
120 ASHLAND AVE
IN
SPRINGFIELD, MA**

INDEX OF DRAWING

SHT NO.	DESCRIPTION
01	PROPOSED PLAN

GENERAL NOTES

1. THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN BY AN APPROXIMATE WAY ONLY. THEY HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR THEIR REPRESENTATIVE. THE CONTRACTOR WILL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. THE CONTRACTOR WILL BE FULLY RESPONSIBLE FOR ALL DAMAGES WHICH MIGHT BE CAUSED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE ALL UNDERGROUND UTILITIES.

2. IF AN EXISTING UTILITY IS FOUND TO HAVE CAUSED A CONFLICT WITH THE PROPOSED WORK, AS IN THE LOCATION, ELEVATION AND SIZE OF THE UTILITY, IT SHOULD BE ACCURATELY DETERMINED WITHOUT DELAY BY THE CONTRACTOR. THE INFORMATION SHOULD THEN BE FORWARDED TO THE ENGINEER TO RESOLVE THE CONFLICT.

3. THE CONTRACTOR SHOULD MAINTAIN A SEPARATION OF 18 INCHES MIN. WHEN CROSSING EXISTING WATER FACILITIES.

4. THE CONTRACTOR WILL MAKE ALL OF THE ARRANGEMENTS FOR THE ADJUSTMENT OF ALL UTILITIES, PRIVATE AND PUBLIC.

5. THE CONTRACTOR SHOULD NOT DISTURB PUBLIC TREES AND SHRUBS.

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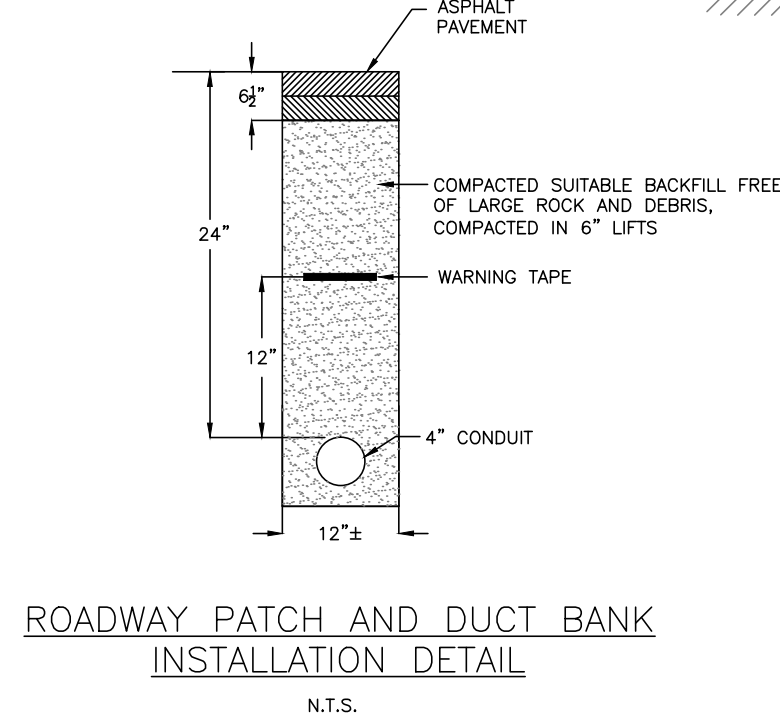
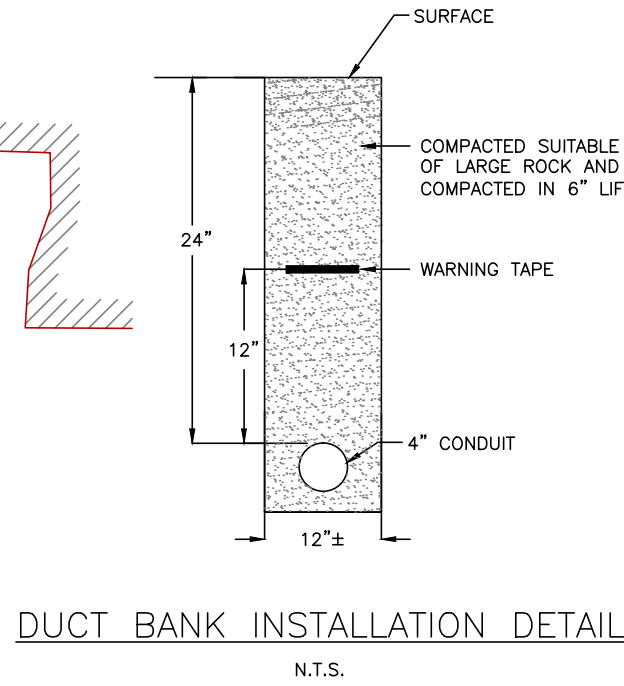
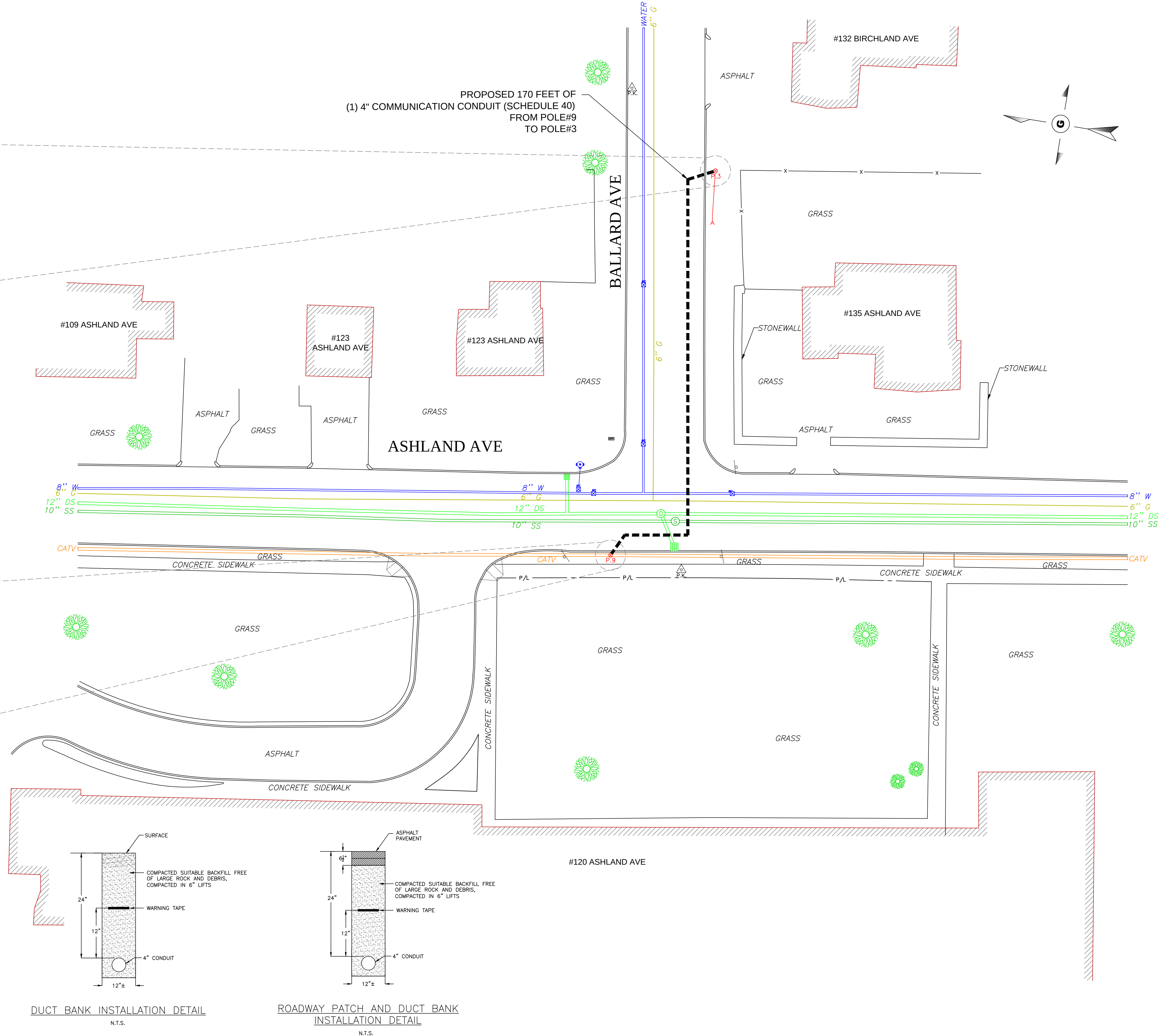
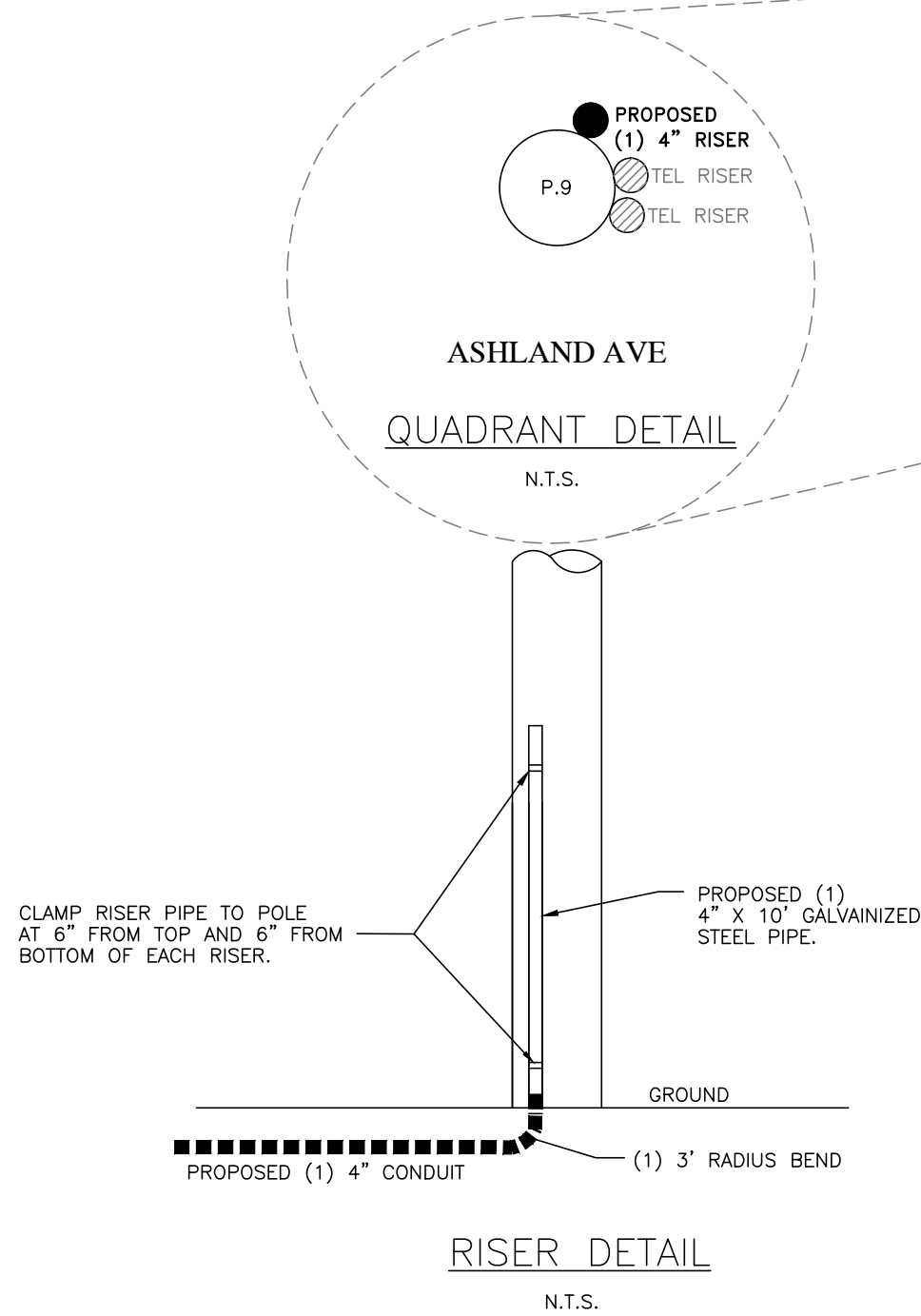
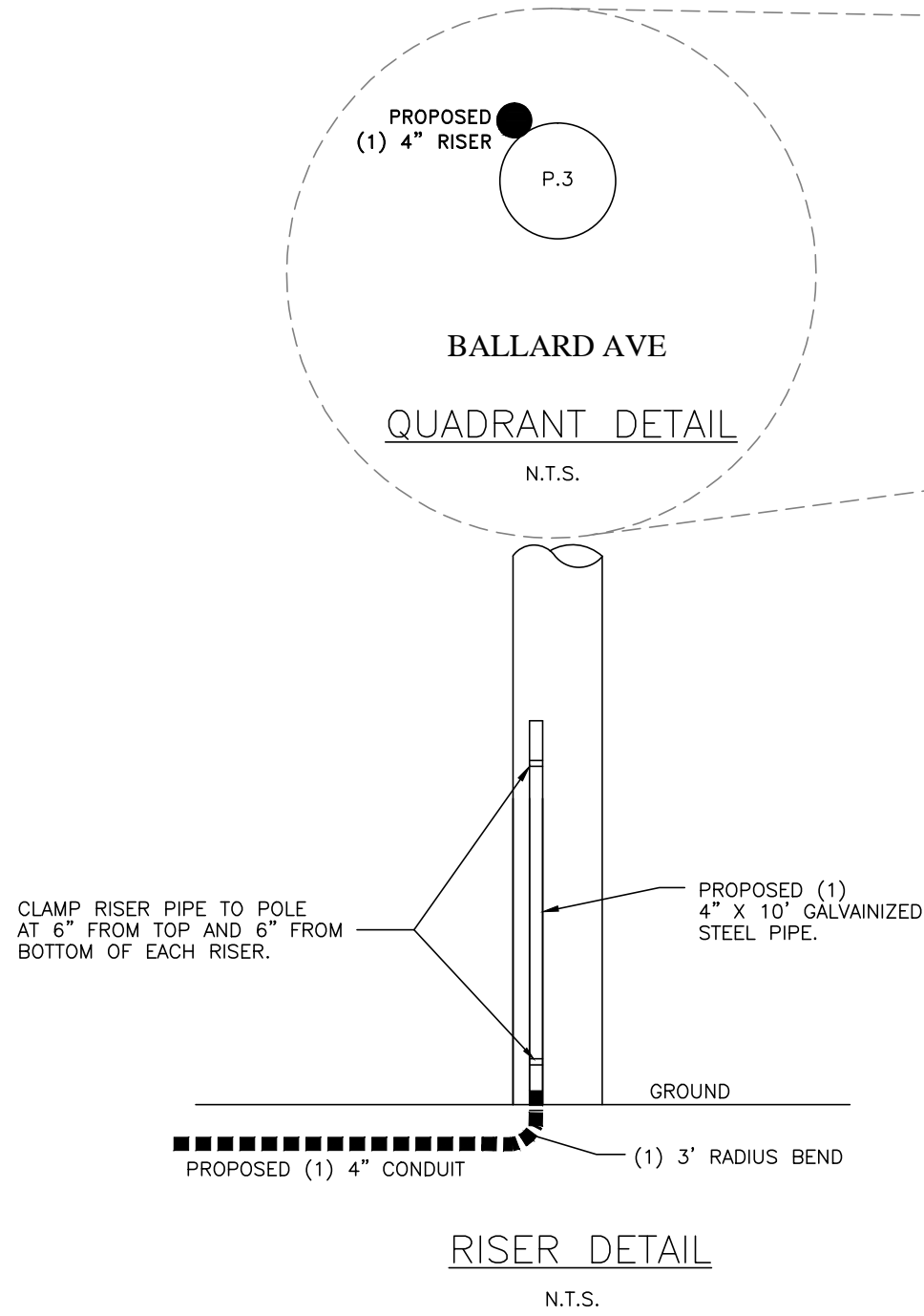
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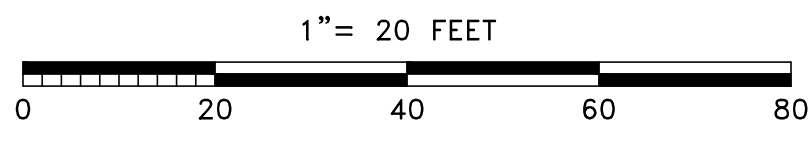
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TRENCH DETAIL NOTES:

1. 24" MAXIMUM FROM TOP OF CONDUIT TO SURFACE.
2. 12" FROM TOP OF CONDUIT TO METALLIC WARNING TAPE PLACED ABOVE.
3. REPAIR SIDEWALKS AND WALKWAYS WITH SAME MATERIALS AS EXISTING.



LEGEND									
P/L	PROPERTY LINE	PK NAIL	TRAFFIC SIGNAL	SEWER MH	MBTA MH	JOINT OWNED POLE	8" W	WATER PIPE	
EOP	EDGE OF PAVEMENT	PARKING METER	TRAFFIC BOX	DRAIN MH	MONITORING WELL	SOLE OWNED ELEC POLE	8" S	SEWER PIPE	
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	PROPOSED CONDUIT	HANDICAP RAMP	GAS GATE	TELEPHONE MH	WATER GATE	ELETRIC MH	8" E	ELECTRIC PIPE	
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		STUMP	BUSH				8" STEAM	STEAM PIPE	

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PROPOSED PLAN			
TITLE:	120 ASHLAND AVE SPRINGFIELD, MA		
JOB LOCATION:			
DRAWN BY:	DS	CHECKED BY:	RM
APPROVED:	TF	SCALE:	1" = 20'
DATE:	AUGUST, 2016	SHEET:	1 OF 1



City Council
36 Court Street
Springfield, MA 01103

ADOPTED

PETITION (ID # 3744)

Meeting: 11/14/16 07:00 PM
Department: Department of Public Works
Category: General
Prepared By: Hector Velez
Initiator: Hector Velez
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3744

1385 Berkshire Ave

CITY OF SPRINGFIELD, MASSACHUSETTS

Date: October 25, 2016

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

The Board of Public Works, to which was referred the petition of Lighttower Fiber Networks dated October 19, 2016, to install twenty (20') feet of 1-4" PVC underground conduit with fiber optic cable on a public way, beginning on the utility pole located on the tree belt east side of Berkshire Avenue to cross the sidewalk and tree belt around twenty (20') feet to property 1385 Berkshire Avenue (UP Academy Kennedy Middle School), all as substantially shown on a plan attached, 1385 Berkshire Avenue which is incorporated herein by reference and to lay and maintain underground cables and Fiber Optic lines in public ways for the purpose of provide fiber optic network to public schools, 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 October 24, 2016 at 3:00 P.M. on 70 Tapley Street (conference room) Springfield, MA 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 provide fiber optic network to public schools.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____))
 _____)) BOARD OF PUBLIC WORKS

RESULT:	RECEIVED PASSED
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**Petition Letter**

To: Board of Public Works

Re: Springfield Public Schools Project - Petition for new conduit at Berkshire Ave, Springfield MA (approx. 20')

Dear Board of Public Works,

Lighttower Fiber Networks respectfully submits this letter to petition for location of new conduit on Berkshire Ave, Springfield MA for the Springfield Public Schools Project. The location of the proposed conduit is within the attached plan and is approx. 20lf.

Please contact me with questions or concerns.

Sincerely,

Todd Fagnoli

Fiber Construction Engineer, Lighttower Fiber Networks, LLC

(O)508-616-7863 (C)617-823-0864

80 Central St, Boxborough MA 01719

Attachment: Petition Letter - 1385 Berkshire Ave (3744 : 1385 Berkshire Ave)



**PROPOSED CONDUIT INSTALLATION
AT
1385 BERKSHIRE AVE
IN
SPRINGFIELD, MA**

INDEX OF DRAWING

SHT NO.	DESCRIPTION
01	PROPOSED PLAN

GENERAL NOTES

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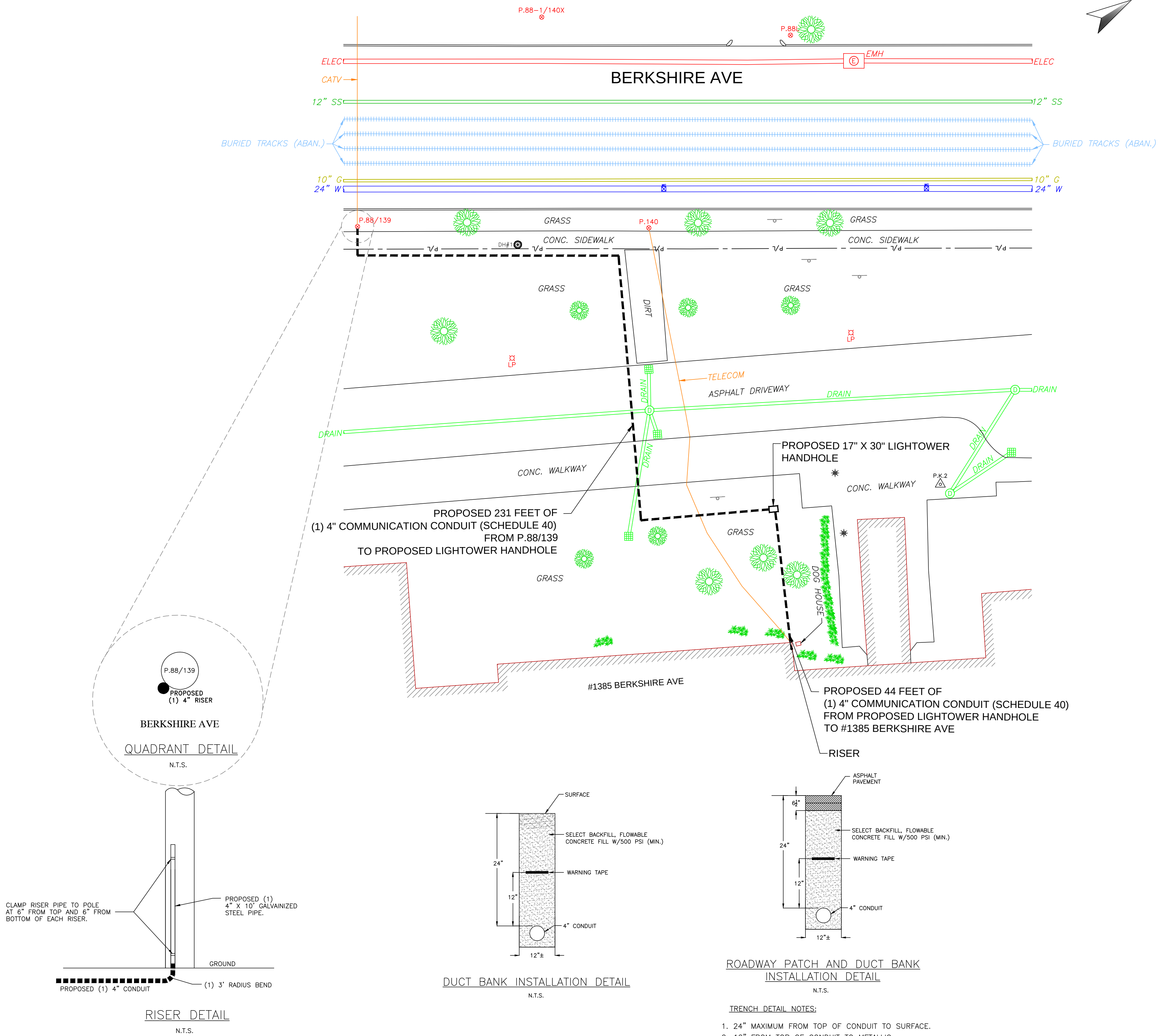
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1" = 20 FEET

0 20 40 60 80

UNDERGROUND SERVICE ALERT
1-888-DIG-SAFE (344-7233)
CALL BEFORE YOU DIG
72 HOURS NOTICE REQUIRED



DATE	APPROVED	REVISION

PROPOSED PLAN			
JOB LOCATION: 1385 BERKSHIRE AVE SPRINGFIELD, MA		DRAWN BY: DR	
PREPARED FOR: 		CHECKED BY: RM	
		APPROVED: TF	
		SCALE: 1" = 20'	
		DATE: OCT, 2015	
		SHEET: 1 OF 1	

NOTE:
THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN BY APPROXIMATE WAY ONLY. THEY HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR THEIR REPRESENTATIVE. THE CONTRACTOR WILL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. THE CONTRACTOR WILL BE FULLY RESPONSIBLE FOR ALL DAMAGES WHICH MIGHT BE CAUSED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE ALL UNDERGROUND UTILITIES. CONTRACTOR BE WARE THAT THE LOCATION OF UNDERGROUND STRUCTURES SHOWN ARE NOT GUARANTEED TO BE ACCURATE.



City Council
36 Court Street
Springfield, MA 01103

ADOPTED

PETITION (ID # 3745)

Meeting: 11/14/16 07:00 PM
Department: Department of Public Works
Category: General
Prepared By: Hector Velez
Initiator: Hector Velez
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3745

1170 Carew Street

CITY OF SPRINGFIELD, MASSACHUSETTS

Date: October 25, 2016

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

The Board of Public Works, to which was referred the petition of Lighttower Fiber Networks dated October 19, 2016, to install sixty (60') feet of 1-4" PVC underground conduit with fiber optic cable on a Carew Street, beginning on the utility pole located on the tree belt south side of Carew Street to cross to the north sidewalk around sixty (60') feet to property on #1170 Carew Street (The Springfield Renaissance School), all as substantially shown on a plan attached, #1170 Carew Street which is incorporated herein by reference and to lay and maintain underground cables and Fiber Optic lines in public ways for the purpose of provide fiber optic network to public schools, 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 October 24, 2016 at 3:00 P.M. on 70 Tapley Street (conference room) Springfield, MA 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 provide fiber optic network to public schools.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____))
 _____)) BOARD OF PUBLIC WORKS

_____)

RESULT: RECEIVED PASSED

**Petition Letter**

To: Board of Public Works

Re: Springfield Public Schools Project - Petition for new conduit at Carew St, Springfield MA (approx. 50')

Dear Board of Public Works,

Lighttower Fiber Networks respectfully submits this letter to petition for location of new conduit on Carew St, Springfield MA for the Springfield Public Schools Project. The location of the proposed conduit is within the attached plan and is approx. 558lf.

Please contact me with questions or concerns.

Sincerely,

Todd Fagnoli

Fiber Construction Engineer, Lighttower Fiber Networks, LLC

(O)508-616-7863 (C)617-823-0864

80 Central St, Boxborough MA 01719

Attachment: Petition Letter - 1170 Carew St (3745 : 1170 Carew Street)



**PROPOSED CONDUIT INSTALLATION
AT
1170 CAREW ST
IN
SPRINGFIELD, MA**

INDEX OF DRAWING

SHT NO.	DESCRIPTION
01	PROPOSED PLAN

1. THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN BY AN APPROXIMATE WAY ONLY. THEY HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR THEIR REPRESENTATIVE. THE CONTRACTOR WILL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. THE CONTRACTOR WILL BE FULLY RESPONSIBLE FOR ALL DAMAGES WHICH MIGHT BE CAUSED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE ALL UNDERGROUND UTILITIES.

2. IF AN EXISTING UTILITY IS FOUND TO HAVE CAUSED A CONFLICT WITH THE PROPOSED WORK, AS IN THE LOCATION, ELEVATION AND SIZE OF THE UTILITY, IT SHOULD BE ACCURATELY DETERMINED WITHOUT DELAY BY THE CONTRACTOR. THE INFORMATION SHOULD THEN BE FORWARDED TO THE ENGINEER TO RESOLVE THE CONFLICT.

3. THE CONTRACTOR SHOULD MAINTAIN A SEPARATION OF 18 INCHES MIN. WHEN CROSSING EXISTING WATER FACILITIES.

4. THE CONTRACTOR WILL MAKE ALL OF THE ARRANGEMENTS FOR THE ADJUSTMENT OF ALL UTILITIES, PRIVATE AND PUBLIC.

5. THE CONTRACTOR SHOULD NOT DISTURB PUBLIC TREES AND SHRUBS.

6. AREAS OUTSIDE THE LIMITS OF PROPOSED WORK DISTURBED BY THE CONTRACTOR'S OPERATIONS WILL BE RESTORED BY THE CONTRACTOR TO THEIR ORIGINAL CONDITION AT NO EXPENSE TO THE OWNER.

7. THE CONTRACTOR WILL BE RESPONSIBLE FOR PLACING AND MAINTAINING TEMPORARY RESURFACING OR PLATING FOR ALL EXCAVATIONS ON PAVED STREETS AND SIDEWALKS UNTIL PERMANENT RESURFACING IS COMPLETE.

8. JOINTS BETWEEN NEW BITUMINOUS CONCRETE ROADWAY PAVEMENT AND SAW CUT EXISTING PAVEMENT SHOULD BE SEALED WITH BITUMEN AND PROPERLY BACK SANDED.

9. THE CONTRACTOR SHOULD PROTECT AND SUPPORT ALL EXISTING UTILITY LINES THAT BECOME EXPOSED DUE TO EXCAVATION.

10. THE CONTRACTOR WILL REPLACE ALL DISTURBED TRAFFIC SIGNAL LOOP DETECTORS TO A PROPER WORKING CONDITION AS REQUIRED BY THE MOST RECENT STANDARDS OF THE MUNICIPAL TRAFFIC DEPARTMENT.

11. ALL EXISTING STATE, COUNTY, CITY, TOWN LOCATION, AND PRIVATE PROPERTY LINES HAVE BEEN USED FROM AVAILABLE INFORMATION. THEIR EXACT LOCATIONS ARE NOT GUARANTEED.

12. THE CONTRACTOR WILL REPLACE ALL PAVEMENT MARKINGS IN THEIR ENTIRETY THAT HAS BEEN DAMAGED BY TRENCH EXCAVATION OR OPERATIONS USING SIMILAR COLOR AND SIZE THERMOPLASTIC MARKINGS.



TRENCH DETAIL NOTES:

1. 24" MAXIMUM FROM TOP OF CONDUIT TO SURFACE.
2. 12" FROM TOP OF CONDUIT TO METALLIC WARNING TAPE PLACED ABOVE.
3. REPAIR SIDEWALKS AND WALKWAYS WITH SAME MATERIALS AS EXISTING.

DATE	APPROVED	REVISION

TITLE:
JOB LOCATION:

JOB LOCATION: **1170 CAREW ST**
SPRINGFIELD, MA

PREPARED FOR



CHECKED BY:	RM
-------------	----

APPROVED:	TF
-----------	----

SCALE:	1"
--------	----

DATE:	OCT
-------	-----

1" = 20 FEET

0 20 40 60 80

UNDERGROUND SERVICE ALERT
1-888-DIG-SAFE (344-7233)
CALL BEFORE YOU DIG
72 HOURS NOTICE REQUIRED

A red circular sign with a diagonal slash over a black and white illustration of a shovel digging into the ground.

LEGEND														
	PROPERTY LINE		PK NAIL		TRAFFIC SIGNAL		SEWER MH		MBTA MH		JOINT OWNED POLE		8" W	WATER PIPE
	EDGE OF PAVEMENT		PARKING METER		TRAFFIC BOX		DRAIN MH		SOLE OWNED ELEC POLE		8" S	SEWER PIPE		8" S
	PROPOSED HAND HOLE		DOUBLE PARKING METER		RCN MH		CATCH BASIN		HYDRANT		SOLE OWNED TEL POLE		8" D	DRAIN PIPE
	PROPOSED MANHOLE		HANDICAP RAMP		UNKNOWN MH		INLET CATCH BASIN		WATER VALVE		LIGHT POLE		8" T	TELEPHONE PIPE
	PROPOSED CONDUIT		STONE BOUND		GAS GATE		WATER GATE		ELECTRIC MH		ELECTRIC MH		8" E	ELECTRIC PIPE
	AS-BUILT CONDUIT		UNKNOWN GATE		TREE		TELEPHONE MH		WATER MH		TRANSFORMER		8" CATV	CATV PIPE
			HANDHOLE		STEAM MH		WATER METER		SIGN POLE		8" G	GAS PIPE		8" G
			STUMP		CABLE MH						STEAM PIPE		8" S	STEAM PIPE

NOTE:

THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN BY APPROXIMATE WAY ONLY. THEY HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR THEIR REPRESENTATIVE. THE CONTRACTOR WILL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. THE CONTRACTOR WILL BE FULLY RESPONSIBLE FOR ALL DAMAGES WHICH MIGHT BE CAUSED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE ALL UNDERGROUND UTILITIES. CONTRACTOR BE AWARE THAT THE LOCATION OF UNDERGROUND STRUCTURES SHOWN ARE NOT GUARANTEED TO BE ACCURATE.



City Council
36 Court Street
Springfield, MA 01103

Meeting: 11/14/16 07:00 PM
Department: Department of Public Works
Category: General
Prepared By: Hector Velez
Initiator: Hector Velez
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3746

ADOPTED

PETITION (ID # 3746)

34 Kopernick St (Parker St)

CITY OF SPRINGFIELD, MASSACHUSETTS

Date: October 25, 2016

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

The Board of Public Works, to which was referred the petition of Lighttower Fiber Networks dated October 19, 2016, to install two hundred twenty one (221') feet of 1-4" PVC conduit with fiber optic cable on Parker Street, beginning on the utility pole located on the west side of Parker Street near the train tracks bridge to cross Parker Street fifty (50') feet easterly and turn northerly for one hundred seventy (170') feet to utility pole located on the sidewalk east side of Parker Street, all as substantially shown on a plan attached, 34 Kopernick St (Parker St.), which is incorporated herein by reference and to lay and maintain underground cables and Fiber Optic lines in public ways for the purpose of provide fiber optic network to public schools , 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 October 24, 2016 at 3:00 P.M. on 70 Tapley Street (conference room) Springfield, MA 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 provide fiber optic network to public schools.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RESULT: RECEIVED PASSED

**Petition Letter**

To: Board of Public Works

Re: Springfield Public Schools Project - Petition for new conduit at Parker St, Springfield MA (approx. 221')

Dear Board of Public Works,

Lighttower Fiber Networks respectfully submits this letter to petition for location of new conduit on Parker St, Springfield MA for the Springfield Public Schools Project. The location of the proposed conduit is within the attached plan and is approx. 221lf.

Please contact me with questions or concerns.

Sincerely,

Todd Fagnoli

Fiber Construction Engineer, Lighttower Fiber Networks, LLC

(O)508-616-7863 (C)617-823-0864

80 Central St, Boxborough MA 01719

Attachment: Petition Letter - 34 Kopernick (Parker St) (3746 : 34 Kopernick St (Parker St))



**PROPOSED CONDUIT INSTALLATION
AT
34 KOPERNICK ST (PARKER ST)
IN
SPRINGFIELD, MA**

INDEX OF DRAWING

SHT NO.	DESCRIPTION
01	PROPOSED PLAN

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5. THE CONTRACTOR SHOULD NOT DISTURB PUBLIC TREES AND SHRUBS

6. AREAS OUTSIDE THE LIMITS OF PROPOSED WORK DISTURBED BY THE CONTRACTOR'S OPERATIONS WILL BE RESTORED BY THE CONTRACTOR TO THEIR ORIGINAL CONDITION AT NO EXPENSE TO THE OWNER.

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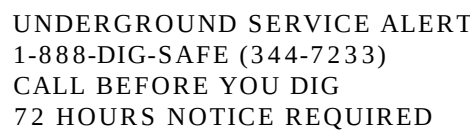
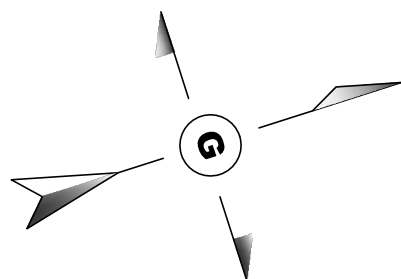
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9. THE CONTRACTOR SHOULD PROTECT AND SUPPORT ALL EXISTING UTILITY LINES THAT BECOME EXPOSED DUE TO EXCAVATION.

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NOTE:

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TITLE: PROPOSED PLAN			
JOB LOCATION: 34 KOPERNICK ST (PARKER ST) SPRINGFIELD, MA		DRAWN BY:	AM
		CHECKED BY:	RM
		APPROVED:	TF
		SCALE:	1" = 20'
		DATE:	OCT, 2016
PREPARED FOR:		SHEET:	1 OF 1



City Council
36 Court Street
Springfield, MA 01103

ADOPTED

PETITION (ID # 3747)

Meeting: 11/14/16 07:00 PM
Department: Department of Public Works
Category: General
Prepared By: Hector Velez
Initiator: Hector Velez
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3747

95 Milton Street

CITY OF SPRINGFIELD, MASSACHUSETTS

Date: October 25, 2016

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

The Board of Public Works, to which was referred the petition of Lighttower Fiber Networks dated October 19, 2016, to install twenty (21') feet of 1-4" PVC underground conduit with fiber optic cable on a public way, beginning on the utility pole located on the tree belt east side of Milton Street to cross the sidewalk and tree belt around twenty one (21') feet to property on 95 Milton Street (Indian Orchard Elementary School), all as substantially shown on a plan attached, 95 Milton Street which is incorporated herein by reference and to lay and maintain underground cables and Fiber Optic lines in public ways for the purpose of provide fiber optic network to public schools, 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 October 24, 2016 at 3:00 P.M. on 70 Tapley Street (conference room) Springfield, MA 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 provide fiber optic network to public schools.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____))
 _____)) BOARD OF PUBLIC WORKS

_____)

RESULT: RECEIVED PASSED

**Petition Letter**

To: Board of Public Works

**Re: Springfield Public Schools Project - Petition for new conduit at Milton St,
Springfield MA (approx. 21')**

Dear Board of Public Works,

Lighttower Fiber Networks respectfully submits this letter to petition for location of new conduit on Milton St, Springfield MA for the Springfield Public Schools Project. The location of the proposed conduit is within the attached plan and is approx. 21lf.

Please contact me with questions or concerns.

Sincerely,

Todd Fagnoli

Fiber Construction Engineer, Lighttower Fiber Networks, LLC

(O)508-616-7863 (C)617-823-0864

80 Central St, Boxborough MA 01719

Attachment: Petition Letter - 95 Milton St (3747 : 95 Milton Street)



PROPOSED CONDUIT INSTALLATION
AT
95 MILTON ST
IN
SPRINGFIELD, MA

INDEX OF DRAWING

SHT NO.	DESCRIPTION
01	PROPOSED CIVIL PLAN

GENERAL NOTES

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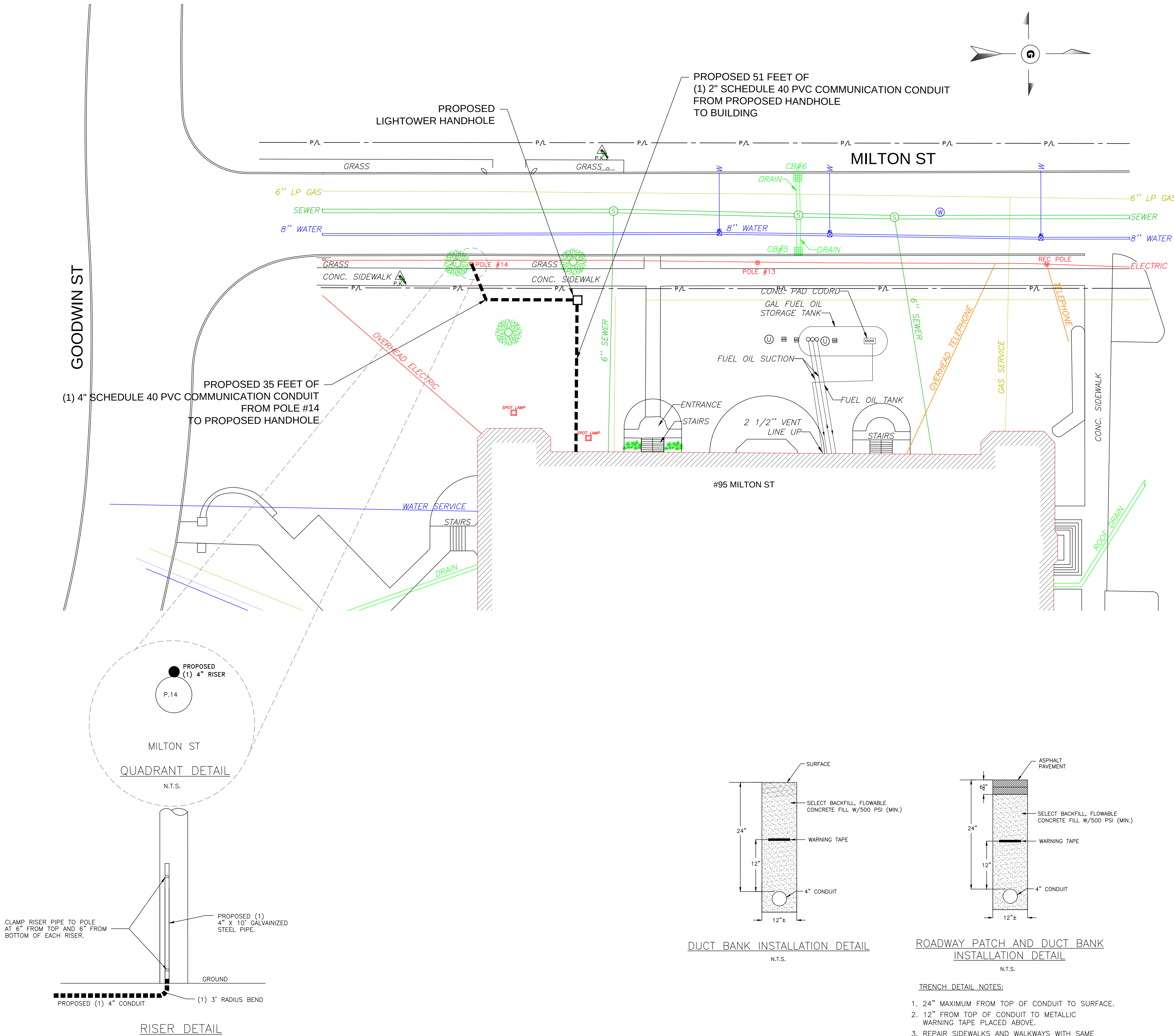
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1" = 20 FEET

0 20 40 60 80

UNDERGROUND SERVICE ALERT
1-888-DIG-SAFE (344-7233)
CALL BEFORE YOU DIG
72 HOURS NOTICE REQUIRED



LEGEND									
P/L	PROPERTY LINE	PK NAIL	TRAFFIC SIGNAL	SEWER MH	MBTA MH	JOINT OWNED POLE	8" W	WATER PIPE	NOTE: THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN BY APPROXIMATE WAY ONLY. THEY HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR THEIR REPRESENTATIVE. THE CONTRACTOR WILL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. THE CONTRACTOR WILL BE FULLY RESPONSIBLE FOR ALL DAMAGES WHICH MIGHT BE CAUSED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE ALL UNDERGROUND UTILITIES. CONTRACTOR BE WARE THAT THE LOCATION OF UNDERGROUND STRUCTURES SHOWN ARE NOT GUARANTEED TO BE ACCURATE.
EOP	EDGE OF PAVEMENT	PARKING METER	TRAFFIC BOX	DRAIN MH	MONITORING WELL	SOLE OWNED ELEC POLE	8" S	SEWER PIPE	
PROPOSED HAND HOLE		DOUBLE PARKING METER	RCN MH	CATCH BASIN	SOLE OWNED TEL POLE	SOLE OWNED TEL POLE	8" D	DRAIN PIPE	
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			BUSH				8" STEAM	STEAM PIPE	

PROPOSED PLAN			
JOB LOCATION:		DRAWN BY:	ML
95 MILTON ST SPRINGFIELD, MA		CHECKED BY:	RM
PREPARED FOR:		APPROVED:	TF
		SCALE:	1" = 20'
		DATE:	OCT, 2016
		SHEET:	1 OF 1



City Council
36 Court Street
Springfield, MA 01103

ADOPTED

PETITION (ID # 3748)

Meeting: 11/14/16 07:00 PM
Department: Department of Public Works
Category: General
Prepared By: Hector Velez
Initiator: Hector Velez
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3748

1515 State Street

CITY OF SPRINGFIELD, MASSACHUSETTS

Date: October 21, 2016

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

The Board of Public Works, to which was referred the petition #6249 of Western Massachusetts Electric Company dated October 13, 2016, to install a six (6) conduits four (4") inches from existing Eversource manhole to new pad mounted transformer for service a new client on 1515 State Street. Starting on existing manhole on the north side of State Street and running southeasterly direction for seventy five (75') feet to a new pad mounted transformer on 1515 State Street for a new service to (Kidney Dialysis Clinic), all as substantially shown on a plan attached, referred to numbered #6249, which is incorporated herein by reference and to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for the purpose of making connections with such switch gear as it may desire for distributing purposes, reports thereon as follows:

By virtue of Chapter 708 of the Acts of 1977 the Board of Public Works held the hearing on the above matter provided for in Section 22 of Chapter 166 of the General Laws. The hearing was held on: November 2, 2016 at 5:25 P.M. at 1515 State Street, Springfield, MA. Two (2) members of the Board and two (2) persons 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 utility company can provide electric services to the Kidney Dialysis Clinic.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

John J. Fitzgerald)
James R. Langley)
Michael J. Grogan)

BOARD OF PUBLIC WORKS

RESULT: RECEIVED PASSED

PETITION TO INSTALL AND MAINTAIN UNDERGROUND
LINES
FOR THE TRANSMISSION OF ELECTRICITY

22.b

To the City Council of Springfield, Massachusetts:

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

The following is the public way above referred to:

1515 STATE STREET

INSTALL 6-4IN CONDUITS CONCRETE ENCASED FROM
EVERSOURCE EXISTING MANHOLE TO A NEW PAD
MOUNTED TRANSFORMER ON CUSTOMER'S PROPERTY.
NEW TRANSFORMER FOR NEW SERVICE AT 1515 STATE
STREET

Drawing # 6249

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

EVERSOURCE

By Andrew Netherwood
Andrew Netherwood, Technician
Phone #413-787-9553

Dated this 6th day of October, 2016.

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

October 13, 2016

Attest:

Anthony J. Wilcox

City Clerk

RECEIVED
2016 OCT 13 A 12
CITY OF SPRINGFIELD

Attachment: 20161109123024462_0002 (3748 : 1515 State Street)



City Council
36 Court Street
Springfield, MA 01103

ADOPTED

PETITION (ID # 3749)

Meeting: 11/14/16 07:00 PM
Department: Department of Public Works
Category: General
Prepared By: Hector Velez
Initiator: Hector Velez
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3749

Berlin Street #6248

CITY OF SPRINGFIELD, MASSACHUSETTS

Date: October 13, 2016

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

The Board of Public Works, to which was referred the petition #6248 of Everesource Electric Company dated August 23, 2016, to install two new poles to create additional circuit ties to improve reliability, the two new poles will be install on the tree belt, north and south side on Berlin Street ramp. The pole on the south side will be install approximately fifty nine (59') feet from the center of Berlin Street and the north pole approximately one hundred sixty-eight (168') feet from the center of Berlin Street, all as substantially shown on a plan attached, referred to numbered #6248, which is incorporated herein by reference and to lay and maintain underground laterals, cables, and wires in the above public ways for the purpose of making connections with the pole as it may desire for distributing purposes, reports thereon as follows:

By virtue of Chapter 708 of the Acts of 1977 the Board of Public Works held the hearing on the above matter provided for in Section 22 of Chapter 166 of the General Laws. The hearing was held on October 12, 2016 at 5:00 P.M. at Berlin Street in Front of Church Springfield. Three (3) members of the Board and one (1) persons interested in the matter were present. Of the latter, one (1) voted in favor of and no-one (0) voted against.

The Board finds the request necessary in order that the electrical utility company improves the reliability in the area.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____)
 _____) BOARD OF PUBLIC WORKS
 _____)

RESULT:	RECEIVED PASSED
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PETITION FOR POLE AND WIRE LOCATIONS

To the City Council of the City of Springfield, Massachusetts

EVERSOURCE requests permission to locate a line of poles, wires, cables and fixtures, including the necessary sustaining and protecting fixtures along and across the following public way:

BERLIN ST. RAMP

UPGRADING ELECTRIC CIRCUIT IN THIS AREA WILL SIGNIFICANTLY IMPROVE THE QUALITY AND RELIABILITY FOR OUR CUSTOMERS IN THIS AREA.

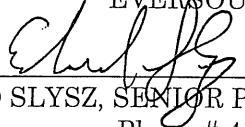
INSTALL TWO NEW POLES ON BERLIN ST. RAMP POLE#s 169/2-1 AND 169/2-2

Drawing # 6248

Wherefore it prays that after due notice and hearing as provided by law, let it be granted a location for and permission to construct and maintain a line of poles, wires and cables, together with such sustaining and protecting fixtures as they may find necessary, said poles to be erected substantially in accordance with the plan filed herewith and made a part hereof marked -

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

Your petitioner agrees to reserve space for one crossarm at a suitable point on each of said poles for the fire, police, telephone and telegraph signal wires belonging to the municipality and used by it exclusively for municipal purposes.

EVERSOURCE
By 
EDWARD SLYSZ, SENIOR PROJECT SPECIALIST
Phone # 413 787-9556

Dated this 23RD day of AUGUST, 2016.

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

August 31, 2016

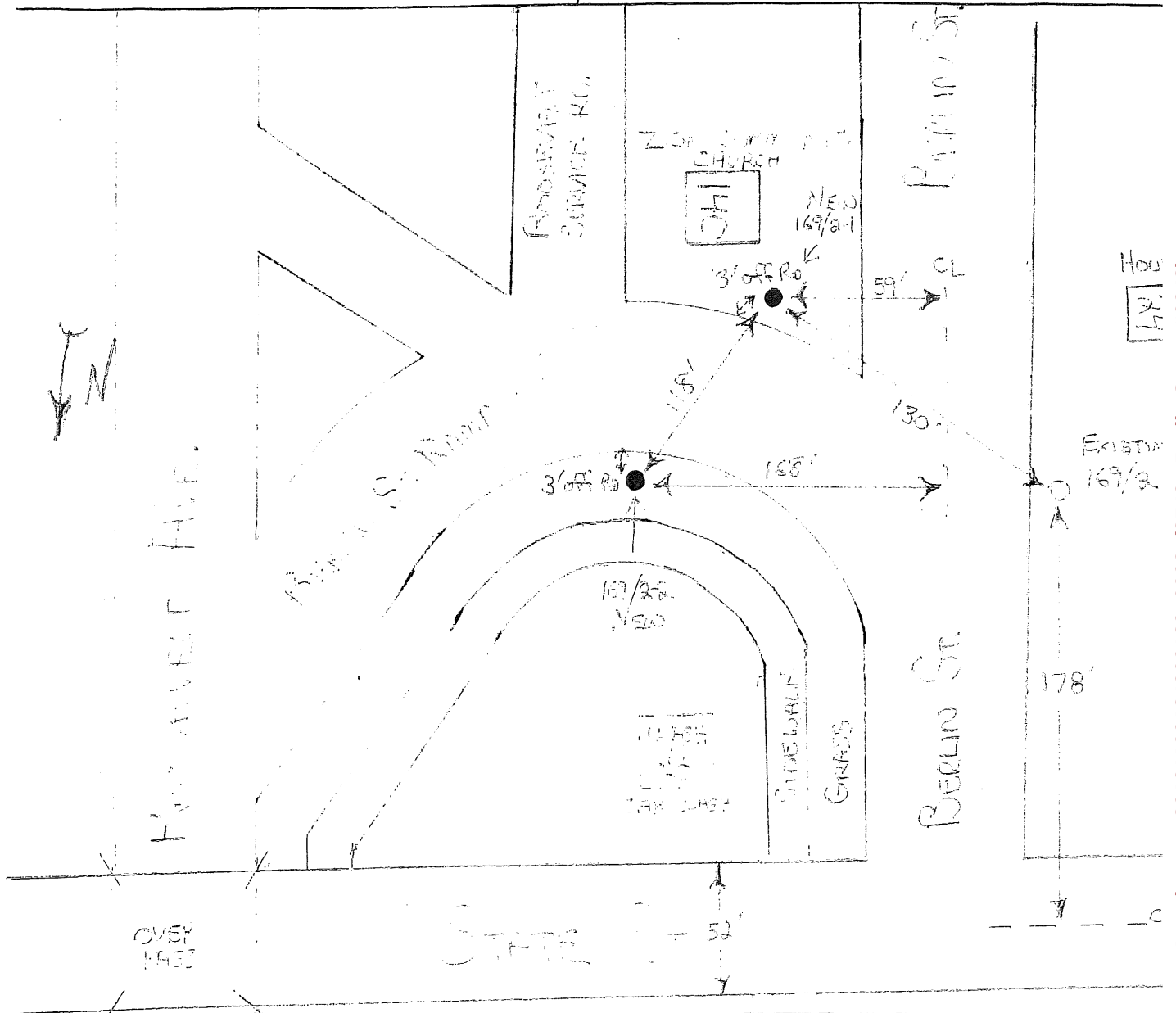
Attest:



Anthony I Wilson, Esquire

Attachment: 20161109124000139_0001 (3749 : Berlin Street #6248)

EVERSOURCE ENERGY	TOWN
OF RLY	SPRINGFIELD
VERTEEN	STREET
	BERLIN ST. RAMP



Attachment: 20161109124000139_0002 (3749 : Berlin Street #6248)

LEGEND

-  PROPOSED JOINT POLE
-  PROPOSED W.M.E.CO POLE
-  EXISTING JOINT POLE
-  EXISTING W.M.E.CO POLE
-  EXISTING FOREIGN POLE TO BE MADE JOINT
-  EXISTING W.M.E.CO POLE TO BE MADE JOINT

-  HEXHOLE
-  HANDHOLE
-  MANHOLE / VAULT
-  PAD MONT TRANSFORMER
-  U.G. CONDUIT
-  U.G. PRIMARY CABLE
-  U.G. SECONDARY CABLE

AWN BY SPR 3072	W.D.# 63621590	DISTANCES ARE APPROXIMATE NOT TO SCALE	PETITION NO. Plot # 6248
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City Council
36 Court Street
Springfield, MA 01103

ADOPTED

PETITION (ID # 3750)

Meeting: 11/14/16 07:00 PM
Department: Department of Public Works
Category: General
Prepared By: Hector Velez
Initiator: Hector Velez
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3750

Howard Street (CMA)

CITY OF SPRINGFIELD, MASSACHUSETTS

Date: November 1, 2016

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

The Board of Public Works, to which was referred the petition of the Columbia Gas of Massachusetts, dated September 2, 2016 to install an underground gas main on the Right of Way to provide natural gas service to the proposed MGM Parking Garage on Howard Street, approximately one hundred eighty-five (185') feet from East Columbus Avenue northerly direction CMA will install a gas main four (4") inches pipe to be located fifteen (15') feet off from the westerly curb line on Howard Street, all as substantially shown on a plan attached with Project ID 15-28840, which is incorporated herein by reference and to lay and maintain underground pipes for the purpose of service MGM Parking Garage, 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 October 31, 2016 at 5:00 P.M. at the corner of East Columbus Avenue and Howard Street Springfield, MA, after due notice from the office of the City Clerk. Two (2) members of the Board and one (1) persons interested in the matter were present. Of the latter, one (1) voted in favor of and no-one (0) voted against.

The Board finds the request necessary in order that the utility company can provide temporary heat during the facility's construction.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____)

_____) BOARD OF PUBLIC WORKS

RESULT: RECEIVED PASSED



RECEIVED
2016 SEP -2 A 11:59
CITY OF SPRINGFIELD

September 2nd, 2016

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

ATTN: Mr. Anthony Wilson, City Clerk

Ladies & Gentlemen:

Columbia Gas of Massachusetts (CMA) hereby requests that it be granted a location for and permission to install underground gas main within the public Right of Way (ROW) on Howard St extending into the now-discontinued Howard Steet (MGM Property). This project will provide natural gas service to the proposed Parking Garage as well as provide temporary heat during the facility's construction.

All proposed work will include such laterals and service connections as it may now or subsequently find necessary.

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

Sincerely,

Trevor Ortolano, PE
Field Engineer

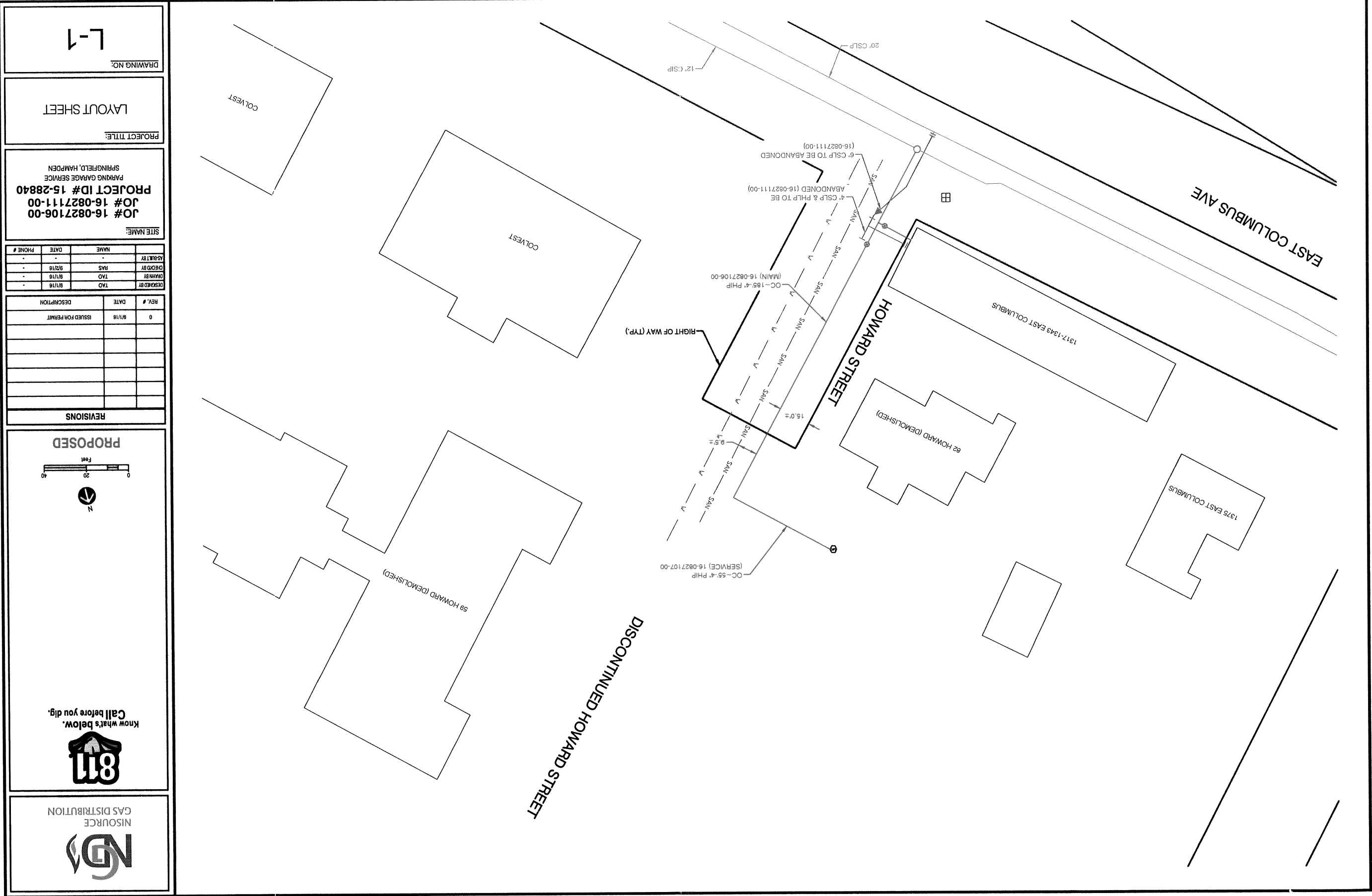
A true copy of a petition referred to the Board of Public Works on:

September 6, 2016

Attest:

City Clerk

Attachment: 20161109124708590_0001 (3750 : Howard Street (CMA))





City Council
36 Court Street
Springfield, MA 01103

Meeting: 11/14/16 07:00 PM
Department: Department of Public Works
Category: General
Prepared By: Hector Velez
Initiator: Hector Velez
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3751

ADOPTED

PETITION (ID # 3751)

Burrn Street

CITY OF SPRINGFIELD, MASSACHUSETTS

Date: October 13, 2016

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

The Board of Public Works, to which was referred the petition #6242 of Eversource Electric Company dated August 23, 2016, to upgrade the electrical system in the area with an automated loop system, beginning at an existing manhole (MH 258/3U) which is located in the pavement area on the north side on Burr Street, approximately two (2') feet from the corner of Cambridge Street, with 2 PVC conduit for (4") inches in southerly direction thirty (30') feet to a new silo (258/3U-1X) to be located on the sidewalk and new pole to be located on the three belt, ten (10') feet from the new silo, all as substantially shown on a plan attached, referred to numbered #6242, which is incorporated herein by reference and to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for the purpose to upgrade the system, reports thereon as follows:

By virtue of Chapter 708 of the Acts of 1977 the Board of Public Works held the hearing on the above matter provided for in Section 22 of Chapter 166 of the General Laws. The hearing was held on October 12, 2016 at 5:55 P.M. at the corner of Burr Street and Cambridge Street, Springfield, MA. Three (3) members of the Board and One (1) persons interested in the matter were present. Of the latter, one (1) voted in favor of and no-one (0) voted against.

The Board finds the request necessary in order that the utility company can improve the quality of electric service in the area.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PETITION TO INSTALL AND MAINTAIN UNDERGROUND
LINES
FOR THE TRANSMISSION OF ELECTRICITY

To the City Council of Springfield, Massachusetts:

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

The following is the public way above referred to:

BURR ST

UPGRADING ELECTRIC CIRCUIT IN THIS AREA TO A LOOP SYSTEM. THIS WILL SIGNIFICANTLY IMPROVE THE QUALITY AND RELIABILITY FOR OUR CUSTOMERS IN THIS AREA.

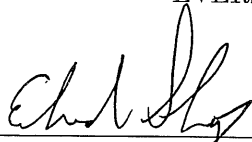
INSTALL 2 - 4' PVC CONDUITS FROM NEW POLE 258/5 TO NEW SILO 258/3U-1X AND FROM HERE TO MANHOLE 258/3U.

Drawing # 6242

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

EVERSOURCE

By



EDWARD SLysz, SENIOR PROJECT SPECIALIST

Phone# 413 787-9556

Dated this 23RD day of AUGUST, 2016.

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

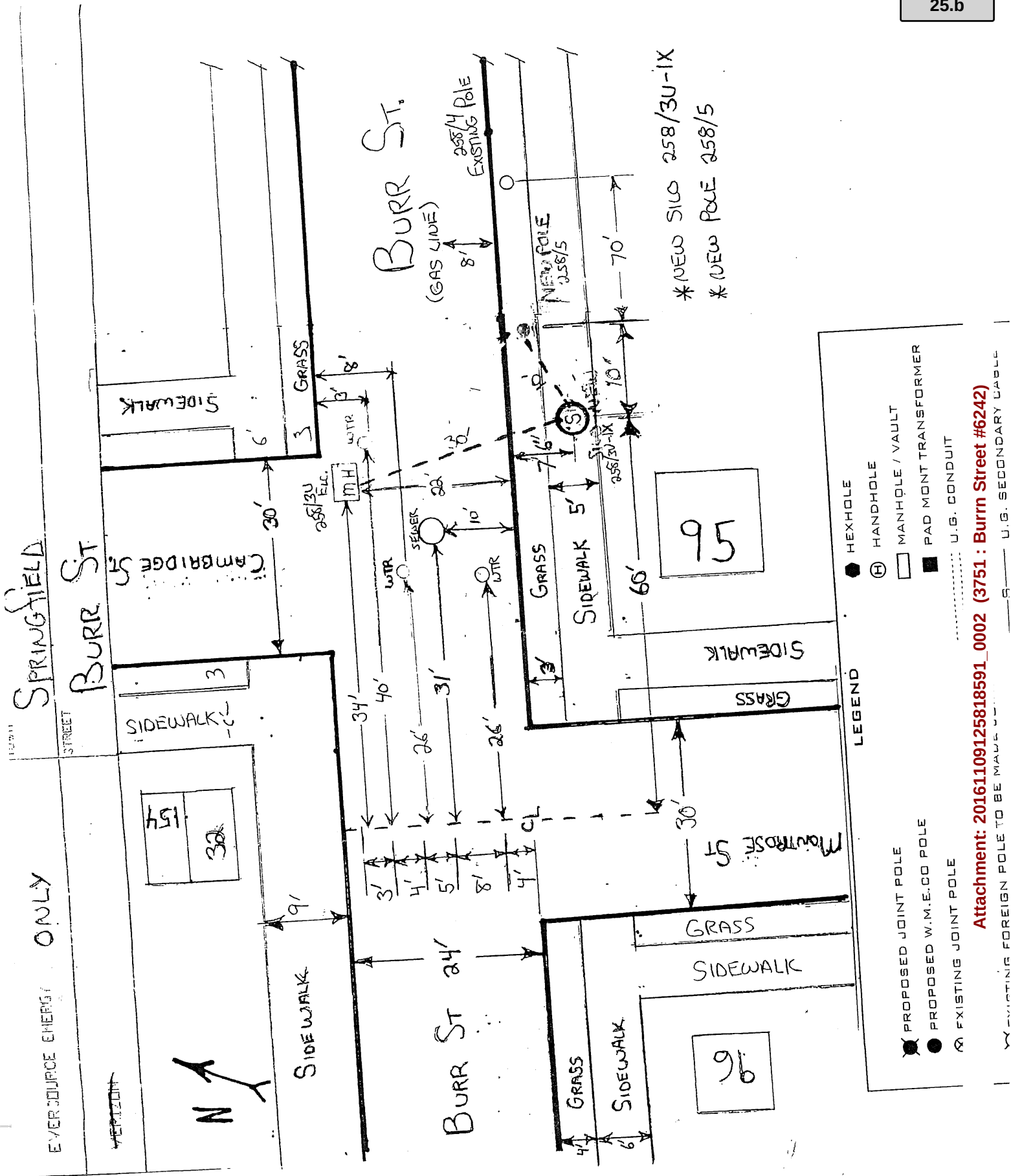
August 31, 2016

Attest:



Anthony I Wilson, Esquire

Attachment: 20161109125818591_0001 (3751 : Burrn Street #6242)



Attachment: 20161109125818591_0002 (3751 : Burr Street #6242)



City Council
36 Court Street
Springfield, MA 01103

Meeting: 11/14/16 07:00 PM
Department: Department of Public Works
Category: General
Prepared By: Hector Velez
Initiator: Hector Velez
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3752

ADOPTED

PETITION (ID # 3752)

Chestnut Street (COMCAST)

CITY OF SPRINGFIELD, MASSACHUSETTS

Date: October 18, 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 August 18, 2016, to install four hundred sixty-five (465') feet of 4" PVC conduit with fiber optic and coax cable in Chestnut Street , beginning at existing Comcast vault, which is located in the tree belt on north side of State Street approximately one hundred fifteen (115') feet east of intersection of Chestnut street running south westerly hundred fifteen (115') feet and turn northwesterly up to Chestnut Street for three hundred fifty (350') feet to a new vault on the sidewalk in front of the church, all as substantially shown on a plan attached, dated 8/16/2016, 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 October 17, 2016 at 5:00 P.M. in front of #37 Chestnut Street, after due notice from the office of the City Clerk. Three (3) members of the Board and one (1) person interested in the matter were present. Of the latter, one (1) voted in favor of and no-one (0) voted against.

The Board finds the request necessary in order that the company can provide service to Episcopal Church Diocese of Western Massachusetts located on 35 Chestnut Street.

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

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

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

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

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

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

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

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

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

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

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

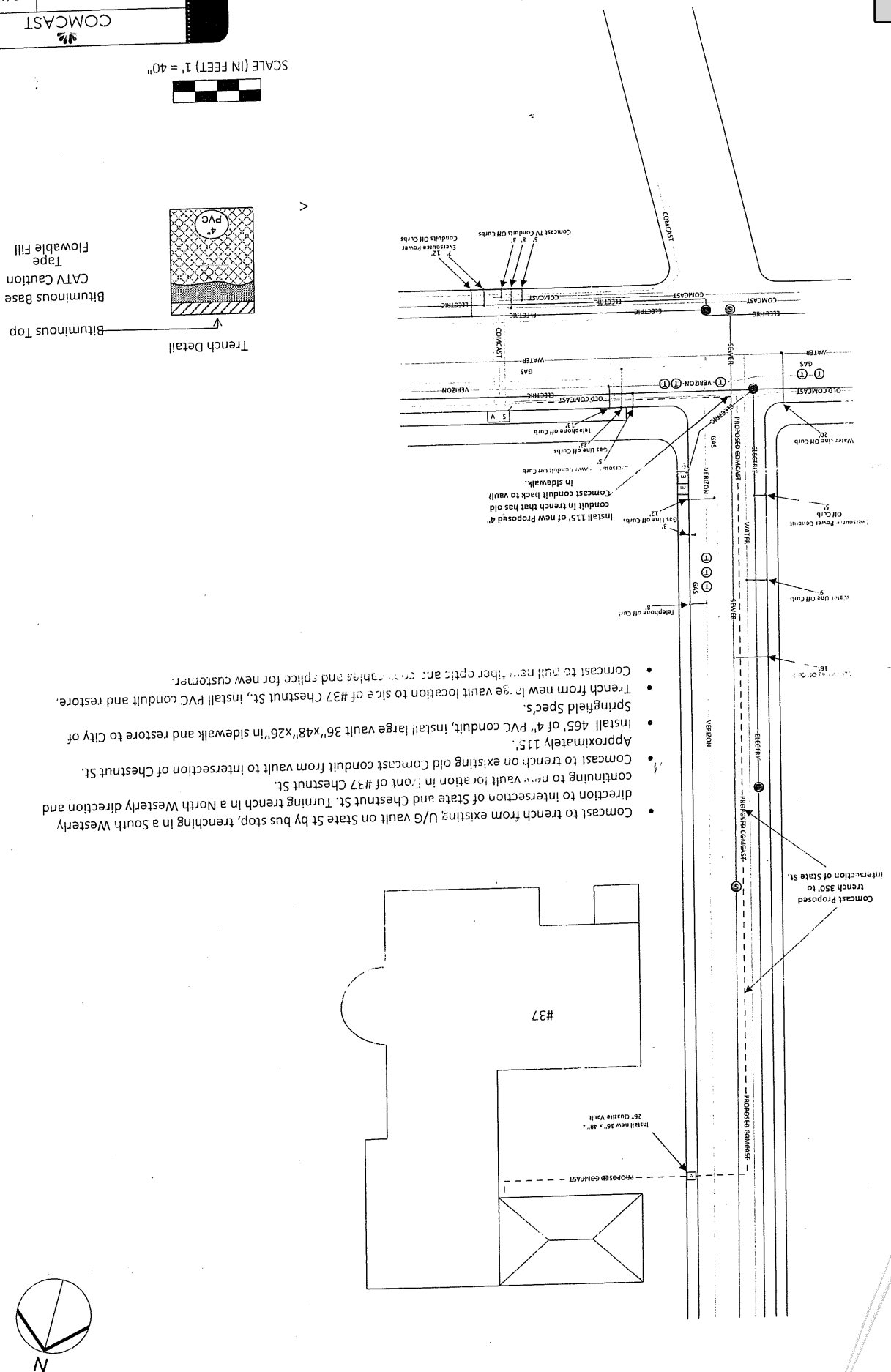
That the Springfield Water and Sewer Commission be notified before construction begins. All installations of adjacent utilities must be a minimum of 4 feet from the existing water and/or sewer main, edge to edge of pipe.

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

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

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

RESULT: RECEIVED PASSED





August 18, 2016

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

Re: State & Chestnut Streets, Springfield, MA

Dear City Clerk Wilson:

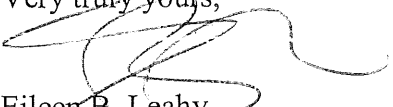
Comcast of Massachusetts II, Inc. is requesting that it be granted a location for and permission to run and maintain **465' of 4" PVC conduit with Fiber Optic & Coax Cable line on State Street and Chestnut Street** (from existing Comcast vault in the tree belt on State Street to intersection of Chestnut Street proceeding up Chestnut Street to proposed vault location at #37 Chestnut Street) together with such connections as it may now or subsequently find necessary.

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

Should you have any questions regarding the enclosed please do not hesitate to contact Ray LaBorde, Fiber Project Coordinator. Mr. LaBorde can be reached at (413) 562-9923 extension 5783295 or ray_laborde@cable.comcast.com.

Thank you for your assistance in this matter.

Very truly yours,


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

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

August 29, 2016

Attest:



Anthony I Wilson, Esquire



City Council
36 Court Street
Springfield, MA 01103

Meeting: 11/14/16 07:00 PM
Department: Department of Public Works
Category: General
Prepared By: Hector Velez
Initiator: Hector Velez
Sponsors:
DOC ID: 3753

ADOPTED

PETITION (ID # 3753)

Dearborn Street #6244

CITY OF SPRINGFIELD, MASSACHUSETTS

Date: October 13, 2016

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

The Board of Public Works, to which was referred the petition #6244 of Eversource Electric Company dated August 23, 2016, to upgrade the electrical system in the area with an automated loop system, beginning at an existing manhole (MH 437/4U) which is located in the pavement area on the west side on Dearborn Street approximately ten (10') feet from the west curb line, with 8 PVC conduit for (4") inches in southerly direction for thirteen (13') feet to turn westerly ten (10') feet to a new hex hole (437/4U-1X) on the sidewalk, all as substantially shown on a plan attached, referred to numbered #6244, which is incorporated herein by reference and to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for the purpose to upgrade the system, reports thereon as follows:

By virtue of Chapter 708 of the Acts of 1977 the Board of Public Works held the hearing on the above matter provided for in Section 22 of Chapter 166 of the General Laws. The hearing was held on October 12, 2016 at 5:10 P.M. at the corner of State Street and Dearborn Street, Springfield, MA. Three (3) members of the Board and One (1) persons interested in the matter were present. Of the latter, one (1) voted in favor of and no-one (0) voted against.

The Board finds the request necessary in order that the utility company can improve the quality of electric service in the area.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PETITION TO INSTALL AND MAINTAIN UNDERGROUND
LINES
FOR THE TRANSMISSION OF ELECTRICITY

To the City Council of Springfield, Massachusetts:

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

The following is the public way above referred to:

DEARBORN ST

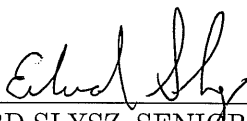
UPGRADING ELECTRIC CIRCUIT IN THIS AREA TO AN AUTOMATED LOOP SYSTEM. THIS WILL SIGNIFICANTLY IMPROVE THE QUALITY AND RELIABILITY FOR OUR CUSTOMERS IN THIS AREA.

INSTALL 8 - 4" PVC CONDUITS FROM NEW HEX HOLE 437/4U-1X TO MANHOLE 437/4U

Drawing # 6244

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

EVERSOURCE

By 
EDWARD SLYSZ, SENIOR PROJECT SPECIALIST
Phone# 413 787-9556

Dated this 23RD day of AUGUST, 2016.

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

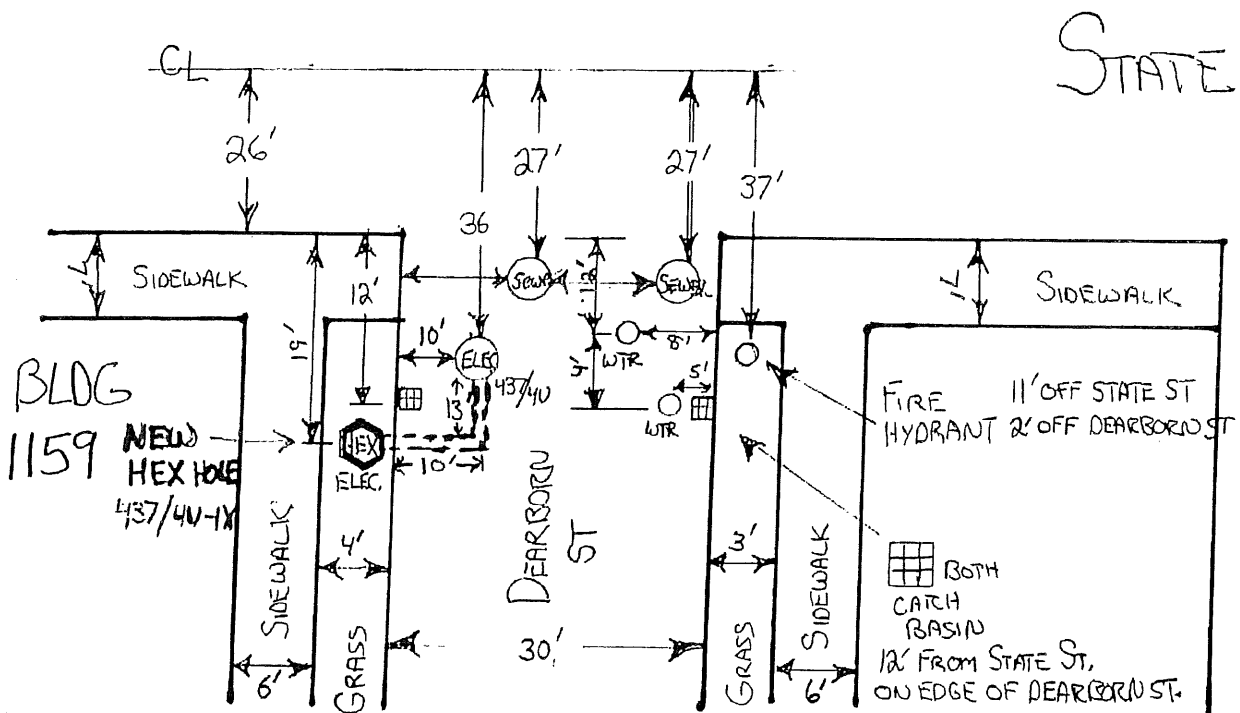
August 31, 2016

Attest:



Anthony I Wilson, Esquire

EVERSOURCE ENERGY ONLY	TOWN SPRINGFIELD
VERIZON	STREET DEARBORN ST



LEGEND

- | | |
|---|----------------------------|
| ⊗ PROPOSED JOINT POLE | ● HEXHOLE |
| ● PROPOSED W.M.E.CO POLE | ⊕ HANDHOLE |
| ⊗ EXISTING JOINT POLE | □ MANHOLE / VAULT |
| ○ EXISTING W.M.E.CO POLE | ■ PAD MONT TRANSFORMER |
| ⊗ EXISTING FOREIGN POLE TO BE MADE JOINT | ⋯ U.G. CONDUIT |
| ⊗ EXISTING W.M.E.CO POLE TO BE MADE JOINT | — P — U.G. PRIMARY CABLE |
| | — S — U.G. SECONDARY CABLE |

DRAWN BY

SKIP SL/52

W.D.#

68624682

DISTANCES ARE APPROXIMATE

NOT TO SCALE

PETITION NO.

Pet # 6244

WR # 2777508



City Council
36 Court Street
Springfield, MA 01103

Meeting: 11/14/16 07:00 PM
Department: Department of Public Works
Category: General
Prepared By: Hector Velez
Initiator: Hector Velez
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3754

ADOPTED

PETITION (ID # 3754)

Dresden Street (#6243)

CITY OF SPRINGFIELD, MASSACHUSETTS

Date: October 13, 2016

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

The Board of Public Works, to which was referred the petition #6243 of Eversource Electric Company dated August 23, 2016, to upgrade the electrical system in the area with an automated loop system, beginning at an existing manhole (MH 478/2U) which is located in the pavement area on the west side on Dresden Street approximately two (2') feet from the west curb line and two hundred forty six (246') feet from the center line of State Street, run with 4 PVC conduit (3") inches in westerly direction for eight (8') feet to a new silo (478/2-1X) on the sidewalk, all as substantially shown on a plan attached, referred to numbered #6243, which is incorporated herein by reference and to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for the purpose to upgrade the system, reports thereon as follows:

By virtue of Chapter 708 of the Acts of 1977 the Board of Public Works held the hearing on the above matter provided for in Section 22 of Chapter 166 of the General Laws. The hearing was held on October 12, 2016 at 5:20 P.M. in front of house #22-24 Dresden Street, Springfield, MA. Three (3) members of the Board and One (1) persons interested in the matter were present. Of the latter, one (1) voted in favor of and no-one (0) voted against.

The Board finds the request necessary in order that the utility company can improve the quality of electric service in the area.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PETITION TO INSTALL AND MAINTAIN UNDERGROUND
LINES
FOR THE TRANSMISSION OF ELECTRICITY

To the City Council of Springfield, Massachusetts:

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

The following is the public way above referred to:

DRESDEN ST

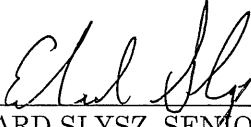
UPGRADING ELECTRIC CIRCUIT IN THIS AREA. THIS WILL SIGNIFICANTLY IMPROVE THE QUALITY AND RELIABILITY FOR OUR CUSTOMERS IN THIS AREA.

INSTALL 4 – 3" PVC CONDUITS FROM NEW SILO 478/2-1X TO MANHOLE 478/2U ON DRESDEN ST.

Drawing # 6243

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

EVERSOURCE

By 
EDWARD SLYSZ, SENIOR PROJECT SPECIALIST
Phone# 413 787-9556

Dated this 23RD day of AUGUST, 2016.

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

August 31, 2016

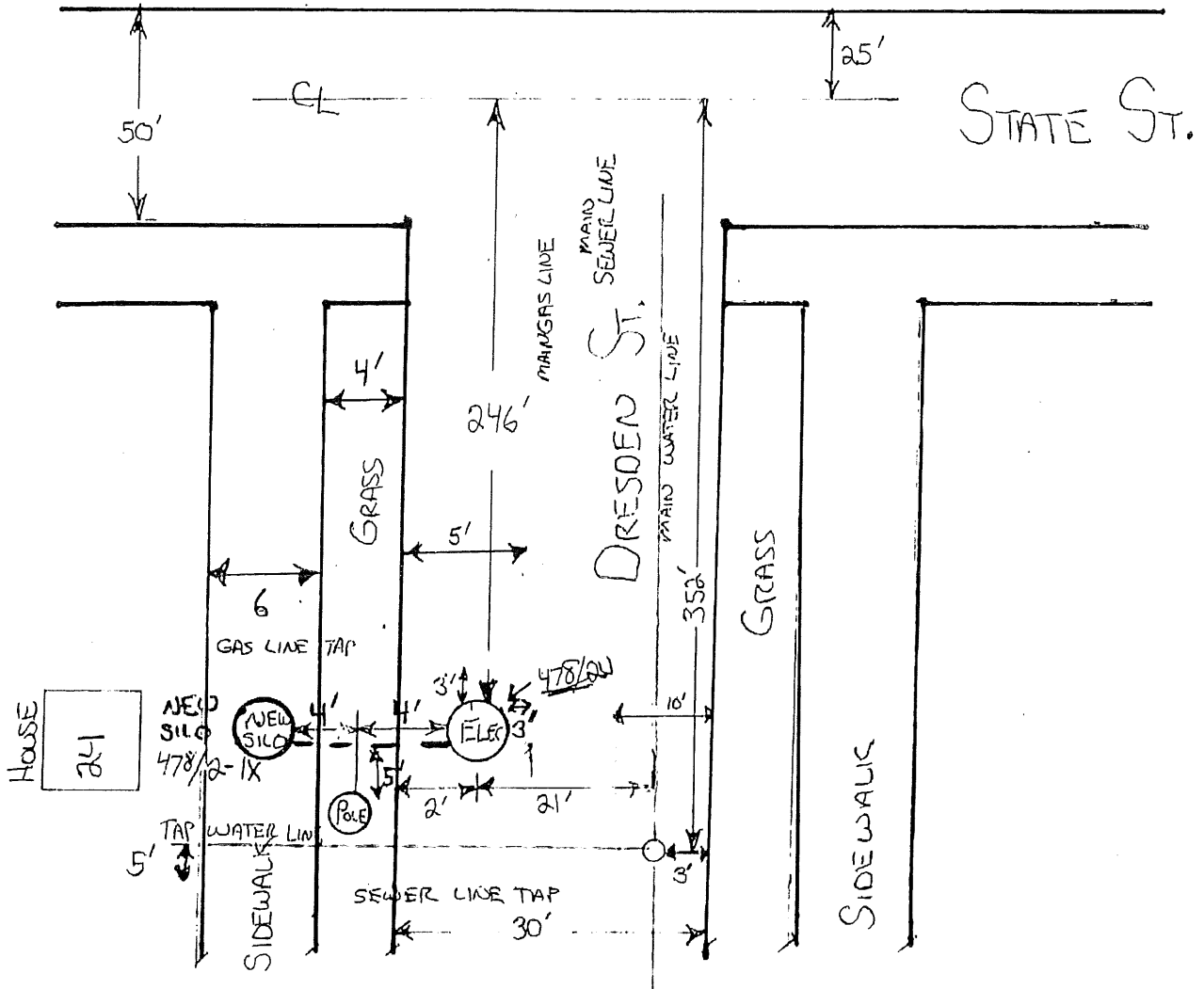
Attest:



Anthony I Wilson, Esquire

Attachment: 20161109131504619_0001 (3754 : Dresden Street (#6243))

EVERSOURCE ENERGY ONLY	TOWN SPRINGFIELD
XXXXXXXXXX	STREET DRESDEN ST.



LEGEND	
● PROPOSED JOINT POLE	● HEXHOLE
● PROPOSED W.M.E.CO POLE	⊕ HANDHOLE
⊗ EXISTING JOINT POLE	□ MANHOLE / VAULT
○ EXISTING W.M.E.CO POLE	■ PAD MONT TRANSFORMER
⊗ EXISTING FOREIGN POLE TO BE MADE JOINT	⋯ U.G. CONDUIT
⊗ EXISTING W.M.E.CO POLE TO BE MADE JOINT	—P— U.G. PRIMARY CABLE
	—S— U.G. SECONDARY CABLE

DRAWN BY

SKIP SCYSZ

W.D.#

68621681

DISTANCES ARE APPROXIMATE

NOT TO SCALE

PETITION NO.

Pet # 6243

WR # 2777504



City Council
36 Court Street
Springfield, MA 01103

Meeting: 11/14/16 07:00 PM
Department: Department of Public Works
Category: General
Prepared By: Hector Velez
Initiator: Hector Velez
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3755

ADOPTED

PETITION (ID # 3755)

Garden Street (#6247)

CITY OF SPRINGFIELD, MASSACHUSETTS

Date: October 13, 2016

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

The Board of Public Works, to which was referred the petition #6247 of Everesource Electric Company dated August 23, 2016 to install a new pole on Garden Street. One new pole will be installed on the tree belt north side on Garden Street, approximately three hundred forty one (341') feet from the center line of Cortland Street and eighteen (18') feet from the center line of Garden Street. The purpose of the new pole is to upgrade electric circuit in the area to an automated loop system that improve the quality and reliability for customers in the area, all as substantially shown on a plan attached, referred to numbered #6247, which is incorporated herein by reference and to lay and maintain underground laterals, cables and wires in the above or intersecting public ways for the purpose of making connections with the pole as it may desire for distributing purposes, reports thereon as follows:

By virtue of Chapter 708 of the Acts of 1977 the Board of Public Works held the hearing on the above matter provided for in Section 22 of Chapter 166 of the General Laws. The hearing was held on October 12, 2016 at 5:30 P.M. in front of #68 Garden Street Springfield, MA. Three (3) members of the Board and one (1) persons interested in the matter were present. Of the latter, one (1) voted in favor of and no-one (0) voted against.

The Board finds the request necessary in order that the utility company can improve the quality of electric service in the area.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PETITION FOR POLE AND WIRE LOCATIONS

To the City Council of the City of Springfield, Massachusetts

EVERSOURCE requests permission to locate a line of poles, wires, cables and fixtures, including the necessary sustaining and protecting fixtures along and across the following public way:

GARDEN ST

UPGRADING ELECTRIC CIRCUIT IN THIS AREA TO AN AUTOMATED LOOP SYSTEM. THIS WILL SIGNIFICANTLY IMPROVE THE QUALITY AND RELIABILITY FOR OUR CUSTOMERS IN THIS AREA.

INSTALL NEW POLE ON GARDEN ST. POLE# 640/1-1S

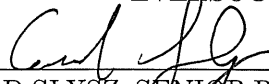
Drawing # 6247

Wherefore it prays that after due notice and hearing as provided by law, let it be granted a location for and permission to construct and maintain a line of poles, wires and cables, together with such sustaining and protecting fixtures as they may find necessary, said poles to be erected substantially in accordance with the plan filed herewith and made a part hereof marked -

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

Your petitioner agrees to reserve space for one crossarm at a suitable point on each of said poles for the fire, police, telephone and telegraph signal wires belonging to the municipality and used by it exclusively for municipal purposes.

EVERSOURCE

By 
EDWARD SLYSZ, SENIOR PROJECT SPECIALIST
Phone # 413 787-9556

Attachment: 20161109132014822_0001 (3755 : Garden Street (#6247))

EVERSOURCE ENERGY

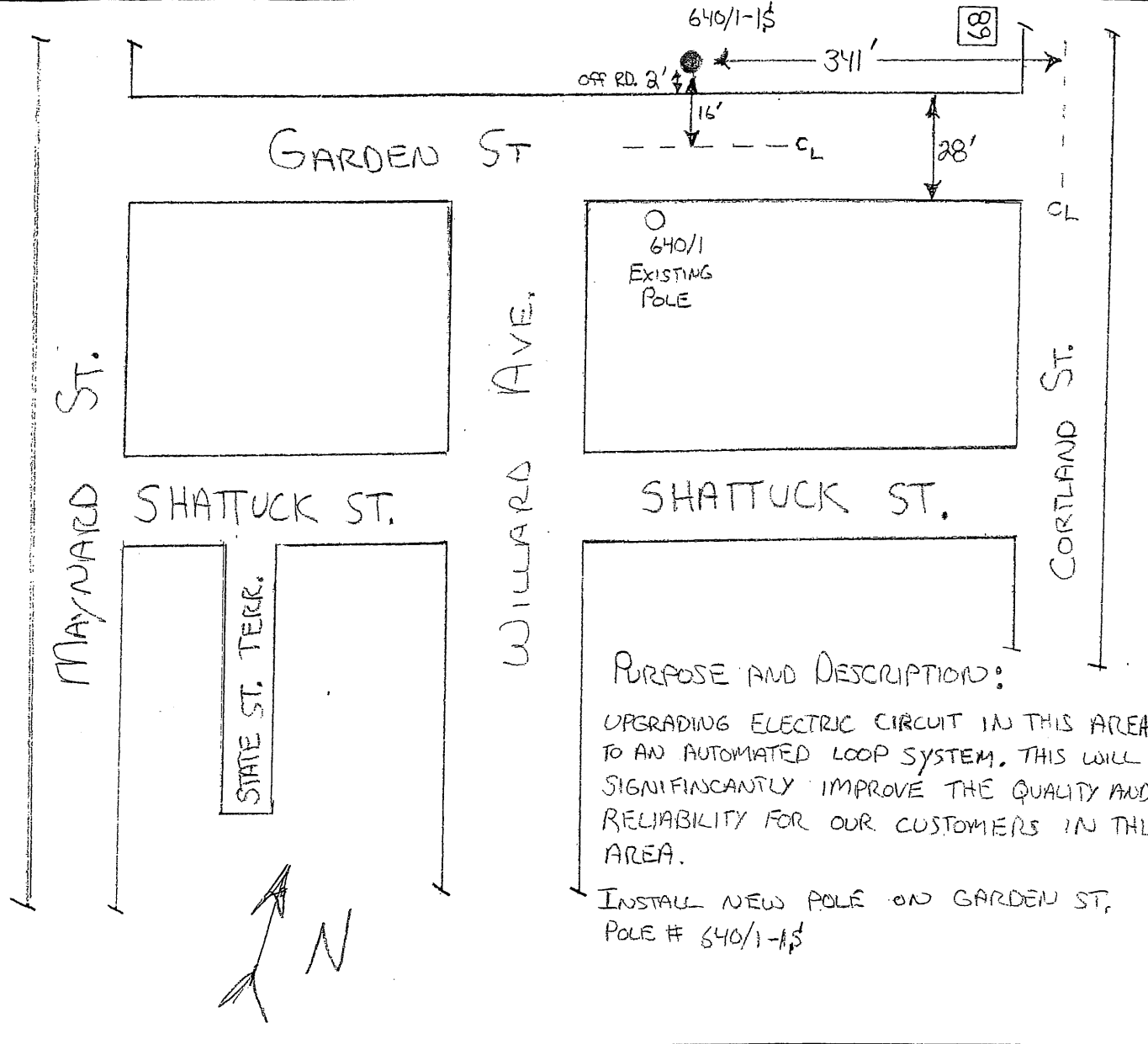
ONLY

SPRINGFIELD

~~VERIZON~~

STREET

GARDEN ST.



LEGEND

● HEXHOLE

⊕ HANDHOLE

✱ PROPOSED JOINT POLE



City Council
36 Court Street
Springfield, MA 01103

Meeting: 11/14/16 07:00 PM
Department: Department of Public Works
Category: General
Prepared By: Hector Velez
Initiator: Hector Velez
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3756

ADOPTED

PETITION (ID # 3756)

Shattuck Street (#6245)

CITY OF SPRINGFIELD, MASSACHUSETTS

Date: October 13, 2016

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

The Board of Public Works, to which was referred the petition #6245 of Everesource Electric Company dated August 23, 2016 to install a new pole on Shattuck Street. One new pole will be installed on the tree belt north side on Shattuck Street, approximately one hundred (100') feet from the center line of Willard Avenue and twenty seven (27') feet from the center line of Shattuck Street. The purpose of the new pole is to upgrade electric circuit in the area to an automated loop system that improve the quality and reliability for customers in the area, all as substantially shown on a plan attached, referred to numbered #6245, which is incorporated herein by reference and to lay and maintain underground laterals, cables and wires in the above or intersecting public ways for the purpose of making connections with the pole as it may desire for distributing purposes, reports thereon as follows:

By virtue of Chapter 708 of the Acts of 1977 the Board of Public Works held the hearing on the above matter provided for in Section 22 of Chapter 166 of the General Laws. The hearing was held on October 12, 2016 at 5:46 P.M at the corner of Shattuck Street and Willard Avenue Springfield, MA. Three (3) members of the Board and one (1) persons interested in the matter were present. Of the latter, one (1) voted in favor of and no-one (0) voted against.

The Board finds the request necessary in order that the utility company can improve the quality of electric service in the area.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____)
 _____) BOARD OF PUBLIC WORKS
 _____)

RESULT:	RECEIVED PASSED
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PETITION FOR POLE AND WIRE LOCATIONS

To the City Council of the City of Springfield, Massachusetts

EVERSOURCE requests permission to locate a line of poles, wires, cables and fixtures, including the necessary sustaining and protecting fixtures along and across the following public way:

SHATTUCK ST

UPGRADING ELECTRIC CIRCUIT IN THIS AREA TO AN AUTOMATED LOOP SYSTEM. THIS WILL SIGNIFICANTLY IMPROVE THE QUALITY AND RELIABILITY FOR OUR CUSTOMERS IN THIS AREA.

INSTALL NEW POLE ON SHATTUCK ST. POLE# 1658/8-1

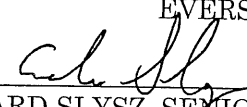
Drawing # 6245

Wherefore it prays that after due notice and hearing as provided by law, let it be granted a location for and permission to construct and maintain a line of poles, wires and cables, together with such sustaining and protecting fixtures as they may find necessary, said poles to be erected substantially in accordance with the plan filed herewith and made a part hereof marked -

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

Your petitioner agrees to reserve space for one crossarm at a suitable point on each of said poles for the fire, police, telephone and telegraph signal wires belonging to the municipality and used by it exclusively for municipal purposes.

EVERSOURCE

By 
EDWARD SLYSZ, SENIOR PROJECT SPECIALIST
Phone # 413 787-9556

Dated this 23RD day of AUGUST, 2016.

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

August 31, 2016

Attest:



Anthony I Wilson, Esquire

ONLY

SPRINGFIELD

VERIZON

STREET

SHATTUCK ST.

GARDEN ST.

MAYNARD ST.

STATE ST. TERR.

WILLARD AVE.

CORLAND ST.

SHATTUCK ST.

PURPOSE AND DESCRIPTION:
UPGRADING ELECTRIC CIRCUIT IN THIS AREA
TO AN AUTOMATED LOOP SYSTEM. THIS WILL
SIGNIFICANTLY IMPROVE THE QUALITY
AND RELIABILITY FOR OUR CUSTOMERS
IN THIS AREA

INSTALL NEW POLE ON SHATTUCK ST.
POLE # 1658/8-1

LEGEND

- | | |
|---|--|
|  PROPOSED JOINT POLE |  HANDHOLE |
|  PROPOSED W.M.E.CO POLE |  MANHOLE / VAULT |
|  EXISTING JOINT POLE |  PAD MONT TRANSFORMER |
|  EXISTING W.M.E.CO POLE |  U.G. CONDUIT |
|  EXISTING FOREIGN POLE TO BE MADE JOINT |  U.G. PRIMARY CABLE |
|  EXISTING W.M.E.CO POLE TO BE MADE JOINT |  U.G. SECONDARY CABLE |

DRAWN BY

SKŁA SŁYSZ

W.D.:

65621589

DISTANCES ARE APPROXIMATE

NOT TO SCALE

PETITION NO.

Ref# 6245

WR# 2772387



City Council
36 Court Street
Springfield, MA 01103

ADOPTED

PETITION (ID # 3757)

Meeting: 11/14/16 07:00 PM
Department: Department of Public Works
Category: General
Prepared By: Hector Velez
Initiator: Hector Velez
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3757

Willard Ave. (#6246)

CITY OF SPRINGFIELD, MASSACHUSETTS

Date: October 13, 2016

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

The Board of Public Works, to which was referred the petition #6246 of Everesource Electric Company dated August 23, 2016 to install a new pole on Shattuck Street. One new pole will be installed on the tree belt west side of Willard Avenue, approximately twenty (20') feet from the center line of Willard Avenue and one hundred twenty four (124') feet from the center line of Garden Street. The purpose of the new pole is to upgrade electric circuit in the area to an automated loop system that improve the quality and reliability for customers in the area, all as substantially shown on a plan attached, referred to numbered #6246, which is incorporated herein by reference and to lay and maintain underground laterals, cables and wires in the above or intersecting public ways for the purpose of making connections with the pole as it may desire for distributing purposes, reports thereon as follows:

By virtue of Chapter 708 of the Acts of 1977 the Board of Public Works held the hearing on the above matter provided for in Section 22 of Chapter 166 of the General Laws. The hearing was held on October 12, 2016 at 5:38 P.M at the corner of Shattuck Street and Willard Avenue Springfield, MA. Three (3) members of the Board and one (1) persons interested in the matter were present. Of the latter, one (1) voted in favor of and no-one (0) voted against.

The Board finds the request necessary in order that the utility company can improve the quality of electric service in the area.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____)
 _____) BOARD OF PUBLIC WORKS
 _____)

RESULT:	RECEIVED PASSED
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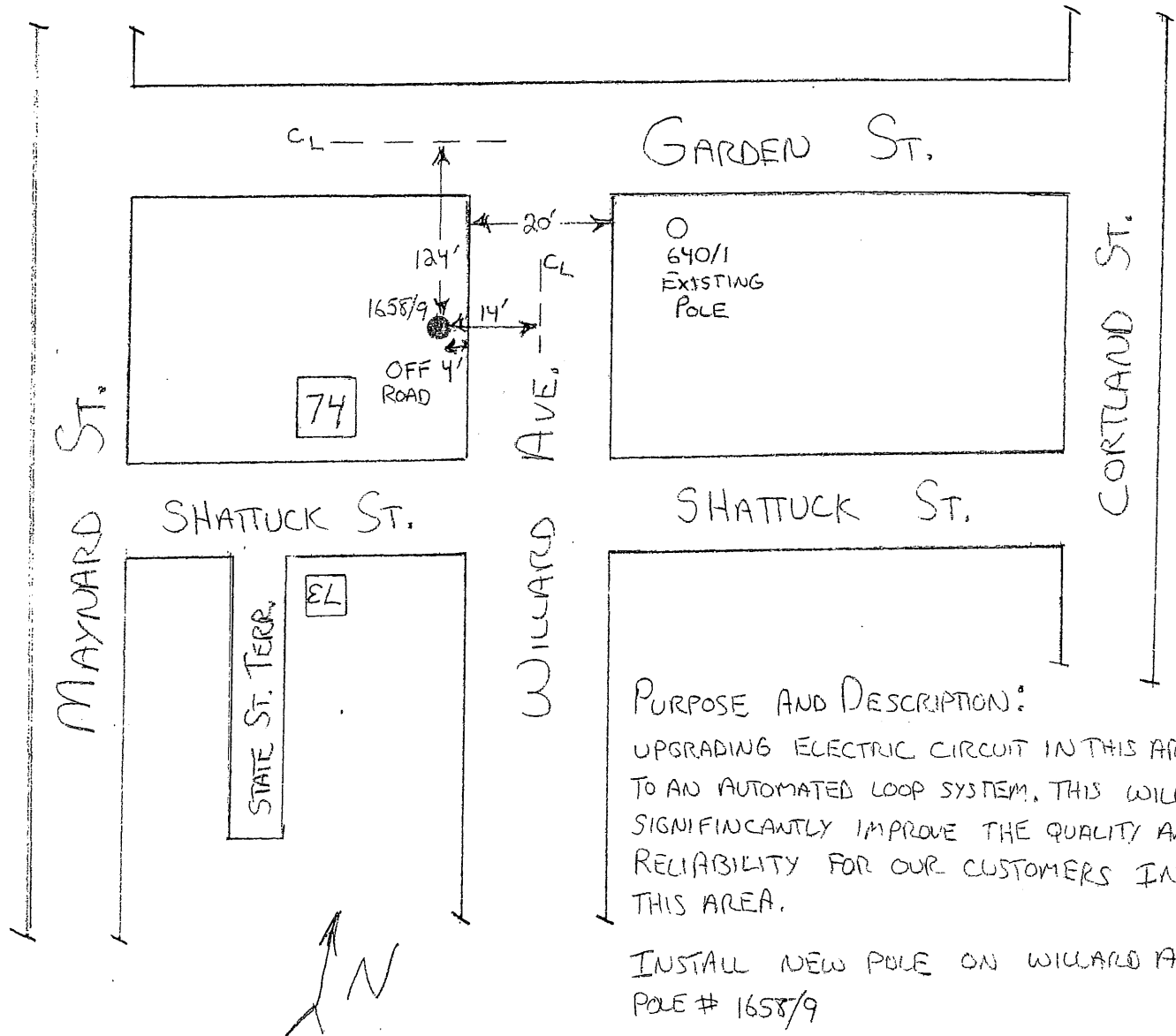
EVERSOURCE ENERGY ONLY

SPRINGFIELD

~~VERIZON~~

STREET

WILLARD AVE.



LEGEND

- ⊗ PROPOSED JOINT POLE
- PROPOSED W.M.E.CO POLE
- ⊗ EXISTING JOINT POLE
- EXISTING W.M.E.CO POLE
- ⊗ EXISTING FOREIGN POLE TO BE MADE JOINT
- ⊗ EXISTING W.M.E.CO POLE TO BE MADE JOINT

- HEXHOLE
- ⊕ HANDHOLE
- MANHOLE / VAULT
- PAD MONT TRANSFORMER
- U.G. CONDUIT
- P— U.G. PRIMARY CABLE
- S— U.G. SECONDARY CABLE

DRAWN BY

SKIP. SLYZ

W.D.#

65621589

DISTANCES ARE APPROXIMATE

NOT TO SCALE

PETITION NO.

P# 6246

WR# 2772387

Attachment: 20161109132906968 0002 (3757 : Willard Ave. (#6246))

PETITION FOR POLE AND WIRE LOCATIONS

To the City Council of the City of Springfield, Massachusetts

EVERSOURCE requests permission to locate a line of poles, wires, cables and fixtures, including the necessary sustaining and protecting fixtures along and across the following public way:

WILLARD AVE

UPGRADING ELECTRIC CIRCUIT IN THIS AREA TO AN AUTOMATED LOOP SYSTEM. THIS WILL SIGNIFICANTLY IMPROVE THE QUALITY AND RELIABILITY FOR OUR CUSTOMERS IN THIS AREA.

INSTALL NEW POLE ON WILLARD AVE. POLE# 1658/9

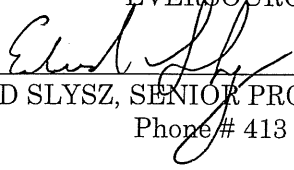
Drawing # 6246

Wherefore it prays that after due notice and hearing as provided by law, let it be granted a location for and permission to construct and maintain a line of poles, wires and cables, together with such sustaining and protecting fixtures as they may find necessary, said poles to be erected substantially in accordance with the plan filed herewith and made a part hereof marked -

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

Your petitioner agrees to reserve space for one crossarm at a suitable point on each of said poles for the fire, police, telephone and telegraph signal wires belonging to the municipality and used by it exclusively for municipal purposes.

EVERSOURCE

By 
EDWARD SLYSZ, SENIOR PROJECT SPECIALIST
Phone # 413 787-9556

Dated this 23RD day of AUGUST, 2016.

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

August 31, 2016

Attest:

Anthony I Wilson, Esquire



Attachment: 20161109132906968_0001 (3757 : Willard Ave. (#6246))



City Council
36 Court Street
Springfield, MA 01103

Meeting: 11/14/16 07:00 PM
Department: Department of Public Works
Category: General
Prepared By: Hector Velez
Initiator: Hector Velez
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3758

ADOPTED

PETITION (ID # 3758)

Union Street (VERIZON)

CITY OF SPRINGFIELD, MASSACHUSETTS

Date: November 3, 2016

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

The Board of Public Works, to which was referred the petition of Verizon New England dated September 14, 2016, to install 4-4 inches underground conduit and manholes with cable in Union Street, beginning at existing manhole (#5253), which is located at the intersection of Main Street and Union Street, with four (4) PVC four inches (4") conduits running southwesterly direction along the northwesterly side of Union Street, a distance of approximately nine hundred fifty (950') feet to manhole (#5253M), located in the intersection of East Columbus Avenue and Union Street, all as substantially shown on a plan attached, dated 9/2/2016 Title 4A0BC5C Street, 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 for distribution of intelligence and telecommunications, 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 November 2, 2016 at 5:00 P.M. at the corner of Union Street and East Columbus Avenue, 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 expand the infrastructure of utilities and provide telecommunications to the area.

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

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

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

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

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

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

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

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

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

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

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

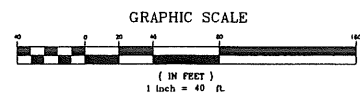
That the Springfield Water and Sewer Commission be notified before construction begins. All installations of adjacent utilities must be a minimum of 4 feet from the existing water and/or sewer main, edge to edge of pipe.

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

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

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

RESULT: RECEIVED PASSED



H:\PROJECTS\1839-02\Civil\DRAWINGS\CURRENT\C-1839-02 - ELECTRICAL.DWG

Packet Pg. 261

Attachment: 20161109134902094 (3758 : Union Street (VERIZON))

PETITION FOR CONDUIT LOCATION

Springfield, Massachusetts, dated September 13, 2016
To the City Council of the City of Springfield, Massachusetts

VERIZON NEW ENGLAND, INC. requests permission to lay and maintain underground conduits and manholes, with the wires and cables to be placed therein, under the surface of the following public way or ways:

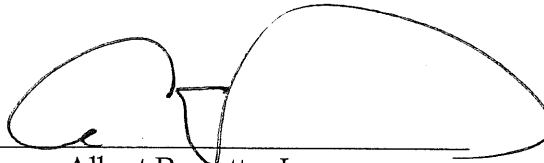
UNION STREET: Place four (4) four (4) inch conduits on Union Street beginning at manhole #5253, located at the intersection of Main Street and Union Street, and then running in a southwesterly direction, along the northwesterly side of said Union Street, a distance of approximately nine hundred fifty (950) feet to manhole #5253B, located at the intersection of Union Street and East Columbus Avenue.

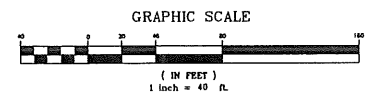
Reason: Place conduit to provide for the distribution of intelligence and telecommunications.

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

Plan marked – “Verizon No. 4A0BC5C,” dated September 9, 2016, showing location of conduit to be constructed is filed herewith.

VERIZON NEW ENGLAND, INC.

By 
Albert Bessette, Jr.
Manager-Right of Way

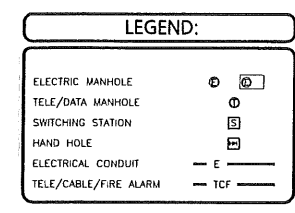


DIG SAFE



**BEFORE YOU DIG
CALL 811 OR
1-888-DIG-SAFE
1-888-344-7233**

[illegible]



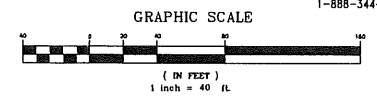
- NOTES:
1. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AND STRUCTURES AS SHOWN ON THE ATTACHED PLANS ARE BASED ON RECORDS OF VARIOUS UTILITY COMPANIES AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THIS INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE LOCATION OF ALL UNDERGROUND UTILITIES AND STRUCTURES SHALL BE VERIFIED IN THE FIELD BY THE CONTRACTOR PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR MUST CONTACT THE APPROPRIATE UTILITY COMPANY, ANY GOVERNING PERMITTING AUTHORITY, AND "DIGSAFE" AT LEAST 72 HOURS PRIOR TO ANY EXCAVATION OR REQUEST FOR LOCATION OF UTILITIES. THE CONTRACTOR AND THE ENGINEER SHALL BE NOTIFIED IN WRITING OF ANY UTILITIES INTERFERING WITH THE PROPOSED CONSTRUCTION AND APPROPRIATE REACTION OF ALL TAKEN BEFORE PROCEEDING WITH THE WORK. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN.
 2. ALL ELEVATIONS REFER TO NAVD '88.
 3. BUILDING WATER/GAS/SEWER/ELECTRIC SERVICE SIZE AND LOCATIONS TO BE BASED ON FINAL BUILDING PLANS. CONNECTION POINTS SHALL BE AS SHOWN HEREON.
 4. CONTRACTOR TO TRENCH PATCH PER CITY OF SPRINGFIELD UTILITY AND PAVEMENT REQUIREMENTS. TYP. CLEANLY EXCAVATE ALL UTILITY TRENCHING AREA TO EXPOSE SIDEWALK AND CURBS TO BE REMOVED AND REPLACED WITH NEW CURBING AND SIDEWALK THAT SMOOTHLY MEETS EXISTING LAND AND GRADES.
 5. ALTHOUGH CERTAIN ITEMS HAVE BEEN NOTED ON THIS DRAWING, THE CONTRACTOR IS TO BE ADVISED THAT HE HAS MADE TO DELINEATE EACH AND EVERY ITEM THAT REQUIRES DEMOLITION FOR THE COMPLETION OF THE PROJECT. THE CONTRACTOR WILL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY DEMOLITION WORK TO COMPLETE THE PROJECT. ALLEN & MAJOR ASSOCIATES, INC. IS NOT RESPONSIBLE FOR SITE REMOVAL ITEMS SHOWN ON THIS DRAWING. THE CONTRACTOR IS SPECIFICALLY NOTED: THE DEMOLITION NOTES AND ARROWS ON THIS PLAN ARE TYPICAL AND DO NOT REFLECT QUANTITY.
 6. THE INFORMATION SHOWN ON THIS PLAN IS THE SOLE PROPERTY OF ALLEN & MAJOR ASSOCIATES, INC. IT'S INTENDED USE IS TO PROVIDE INFORMATION FOR PERMITTING, ALTERATION, MISUSE, OR RECULATION OF INFORMATION OR DATA WITHOUT THE EXPRESSED, WRITTEN CONSENT OF ALLEN & MAJOR ASSOCIATES, INC. IS STRICTLY PROHIBITED.
- CONTRACTOR TO COORDINATE ALL WORK ADJACENT STREETS WITH THE SPRINGFIELD WATER AND SEWER COMMISSION (SWSC) AND THE SPRINGFIELD DEPARTMENT OF PUBLIC WORKS (DPW)

SEE SHEET C-4A
MATCH LINE

DIG SAFE



**BEFORE YOU DIG
CALL 811 OR
1-888-DIG-SAFE
1-888-344-7233**



N:\PROJECTS\1839-02\CIVIL\DRAWINGS\CURRENT\C-1839-02 - ELECTRICAL.DWG

PETITION FOR CONDUIT LOCATION

Springfield, Massachusetts, dated September 13, 2016
To the City Council of the City of Springfield, Massachusetts

VERIZON NEW ENGLAND, INC. requests permission to lay and maintain underground conduits and manholes, with the wires and cables to be placed therein, under the surface of the following public way or ways:

UNION STREET: Place four (4) four (4) inch conduits on Union Street beginning at manhole #5253, located at the intersection of Main Street and Union Street, and then running in a southwesterly direction, along the northwesterly side of said Union Street, a distance of approximately nine hundred fifty (950) feet to manhole #5253B, located at the intersection of Union Street and East Columbus Avenue.

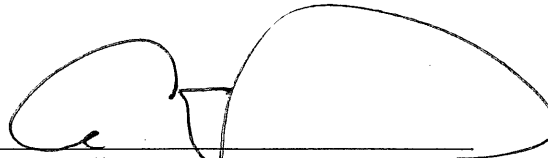
Reason: Place conduit to provide for the distribution of intelligence and telecommunications.

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

Plan marked – “Verizon No. 4A0BC5C,” dated September 9, 2016, showing location of conduit to be constructed is filed herewith.

VERIZON NEW ENGLAND, INC.

By



Albert Bessette, Jr.
Manager-Right of Way

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

October 5, 2016.

Attest:



City Clerk

Attachment: 20161109141807819_0001 (3758 : Union Street (VERIZON))



City Council

ADOPTED

Meeting: 11/14/16 07:00 PM
Initiator: Jennifer Whisher
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3713

33

Jaime Ulloa Park - Land & Water Conservation Fund Grant Acceptance - \$500,000 - Match Needed (Mayor Sarno)

THE CITY OF SPRINGFIELD

In the City Council

November 14, 2016

APPROPRIATION ORDER AND RESOLUTION TO FILE, ACCEPT AND EXPEND GRANTS WITH AND FROM THE COMMONWEALTH OF MASSACHUSETTS, EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS FOR THE LAND AND WATER CONSERVATION FUND GRANT PROGRAM FOR IMPROVEMENTS TO JAIME ULLOA PARK

- Whereas: Jaime Ulloa Park is considered a community-wide asset and the preservation and improvements to this facility are in line with the City's priorities to provide recreational opportunities for all of its residents as evidenced in the City's most recent Open Space and Recreation Plan ("Plan"); and
- Whereas: Jaime Ulloa Park is dedicated to park and recreation purposes under M.G.L. Chapter 45, Section 14; and
- Whereas: Jaime Ulloa Park's ultimate restoration, guided in principal by the Plan, will greatly enhance this facility with improved infrastructure such as enhanced entrance, ADA accessibility and universal access, field and walkway improvements, and an inclusive playground, etc.; and
- Whereas: The main focus of the design is to improve the current conditions to be used as a public park and neighborhood resource; and
- Whereas: The overall improvements to this park have been put on hold due to fiscal budget constraints preventing the City from proceeding with the improvements as a single comprehensive project; and
- Whereas: The project was instead viewed as a series of phases, to be implemented over time, by priority as fiscal resources were available, with the intention of securing grant funding, when and if available, to assist in this effort; and
- Whereas: The Executive Office of Energy and Environmental Affairs (EEA) is providing reimbursable grants to cities and towns to support the preservation and restoration of urban parks through the Land and Water Conservation Fund Act (P.L.88-578, 78 Stat 897); and

Whereas: The Jaime Ulloa Park Improvement project will cost \$500,000, (Five Hundred Thousand Dollars), and the LWCF grant program requires the City to appropriate the full amount of the project costs; and

Whereas: The City has committed \$250,000.00 (Two Hundred Fifty Thousand Dollars) in Municipal Funds, and the additional \$250,000.00 (Two Hundred Fifty Thousand Dollars) which will be reimbursed by The Executive Office of Energy and Environmental Affairs Land and Water Conservation Fund grant program, for the first phase of the project; and

Whereas: The Chief Administrative and Financial Officer has certified that the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in this City Council Order appropriating funds for the Project, and expending the grant funds once received, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008; and

NOW THEREFORE BE IT ORDERED:

- 1) That the Mayor and the City's Department of Parks, Buildings and Recreation Management are hereby authorized to file and accept grants from the Executive Office of Energy and Environmental Affairs, and to expend such grants for the purposes of the grants pursuant to Mass. Gen. Laws ch. 44, sec. 53A, including a grant in the amount of Two Hundred Fifty Thousand Dollars (\$250,000) for Jaime Ulloa Park from the Land and Water Conservation Fund grant program;
- 2) that the City Council hereby appropriates the sum of One Hundred Five Thousand Nine Hundred Dollars (\$105,900) for the Jaime Ulloa Park Project from the following account, pursuant to Mass. Gen. Laws ch. 44, sec. 32:
(CDBG ENTITLEMENT 16-SITE IMPROVEMENT: 2631-10-180-0000-1817-0010-000000-0000000-584000);
- 3) that the City Council hereby appropriates the sum of One Hundred Forty Four Thousand One Hundred Dollars (\$144,100) for the Jaime Ulloa Park Project from the following account, pursuant to Mass. Gen. Laws ch. 44, sec. 32:
(JAIME ULLOA PARK-SITE IMPROVEMENT: 0100-10-133-0000-0000-0010-000000-0000000-584000-69417)
- 4) That the Mayor be and is hereby authorized to take such other actions as are necessary to carry out the terms, purposes, and conditions of this grant to be administered by the City's Department of Parks, Buildings and Recreation Management; Department, including entering into contracts; and
- 5) That this resolution and order shall take effect upon its passage.

RESULT: PASSED BY VOICE VOTE

Attachment A

FEDERAL LAND AND WATER CONSERVATION FUND APPLICATION FORM

Please do not reformat this form – use the fillable pdf form

Please print double-sided

Please fasten application package with a binder clip, no three-ring or plastic binders!

1. **Municipality or State Agency Department Name:** City Of Springfield

2. **Project Name:** Jaime Ulloa Park
 Project Address: S S Osgood Street, Springfield MA 01107
 GPS Coordinates at Main Entrance: 42°06' 46.338" N 72°36' 6.779" W Congressional District: 1st
 Project Acreage: 3.40
 Type of Project: ☐ Acquisition ☐ Acquisition and Development ☐ New Development ☒ Renovation
 If an acquisition, interest to be acquired: ☐ Fee ☐ Conservation Restriction
 Has this site received previous LWCF assistance? ☒ Yes ☐ No

3. **Contact Person:** Laura Walsh
 Agency: Department of Parks, Buildings & Recreation Management
 Address: 200 Trafton Road
Springfield, MA Zip 01108
 Telephone (413) 886-5186 Fax (413) 787-6439
 Email: Lwalsh@springfieldcityhall.com

4. **Briefly describe the project on TWO attached pages.** Use the LWCF Rating System as an outline for the description, including (but not limited to) what is listed below, to ensure the maximum score possible for your project.
 - Relevance to the Statewide Comprehensive Outdoor Recreation Plan and (for municipalities) local Open Space and Recreation Plan or (for departments) agency acquisition plan
 - Public process undertaken on project, including enhanced outreach completed in Environmental Justice neighborhoods, attendance at public meetings, and written support for project, i.e., support letters and articles
 - Ability to increase availability of recreational opportunities for residents through programming, by providing new types of recreational opportunities, through projects that provide opportunities for multiple ages, genders, and abilities, and sites that provide recreational opportunities for people with disabilities
 - Ability to reach project site by alternative means of transportation, such as walking, cycling, or public transit
 - Creation of new trails or expansion or connection of existing trail(s)
 - How quickly the public will be able to enjoy the property through a timely commitment to trail development or park development (for acquisitions)
 - Water-based recreation (include linear footage of water resource and what types of recreation will be provided, including wildlife viewing)
 - Commitment to creating useful signage to locate conservation area/park or way finding on trails

5. Proposed Funding:

The LWCF program is a **reimbursement** program. Grant recipients are reimbursed after invoices have been paid. **The total project cost must be raised or appropriated by the municipality or department shortly after project approval if it has not already been appropriated.** Costs incurred prior to grant approval and contract execution are not eligible for reimbursement, **including appraisal and/or design costs.** Force account labor is also ineligible, as are donations and volunteer hours. Mention any *previous, pending, or anticipated* financial assistance on this project. Refer to the LWCF Manual Chapter 5 for eligible cost details: <http://www.nps.gov/ncrc/programs/lwcf/pub.htm>. Sample budget can be found in Attachment E.

Total Eligible Project Cost: \$500,000

LWCF Request: \$250,000
(50% of total project cost, maximum of \$250,000)

Municipal Share: \$250,000
(Community Development Block Grant, Community Preservation Act, etc., please specify in narrative)

Other: (i.e. private donation to community, fund raising, etc.) _____

Attach a one page description of the proposed project budget including:

- The source of all local funding including donations and Community Preservation Act (CPA) funds.
- Description of the details of any donation, if applicable (be sure these funds are gifted to the community or department and earmarked for the project).
- Description of any other sources of funding including federal, state, municipal, or nonprofit organizations. List these partners and describe their contribution.

6. Leases, Rights, and Restrictions

Describe outstanding leases, restrictions or other rights or interests held by others in the project site and enclose copy of the same (for file records only).

There are no outstanding leases, restrictions or other rights on this property.

7. Structures (for Acquisition Projects Only)

Are there currently any buildings or structures on the property? ☐ Yes ☒ No

If yes, list each one, including the estimated value and current use, as well as its intended use if this project is funded. If this is an application for a conservation land acquisition, the grant is intended to preserve the undeveloped land, not to purchase buildings. The type of structure could impact the grant award. Acceptable structures include, but are not limited to, storage sheds, information kiosks, or barns that hold environmental education workshops.

8. Permanent Protection

If the applicant already owns the land, is the property permanently dedicated for park, playground, or recreation purposes (MGL Chapter 45, Section 3 or 14) or conservation purposes (MGL Chapter 40, Section 8C)? If not, please submit draft dedication language for DCS review.

☒ Yes

☐ No

9. Fees

Are fees currently charged or proposed for this site? If yes, please attach a copy of the fee system. Charging fees is allowed subject to DCS approval. If applicant is awarded a grant, the site cannot be restricted to municipal residents only. If fees are charged based on residency, fees for nonresidents are subject to Chapter 8 of the LWCF Manual. If a site's fee structure is not compatible with EEA and NPS policy, a grant award may be rescinded.

☐ Yes (copy attached)

☒ No

10. Community Preservation Act

Has your community passed the Community Preservation Act?

☐ Yes

☒ No

If "yes", please note that successful grant applicants that have purchased real property interests for open space or recreational purposes using money from the Community Preservation Fund must have all conservation restrictions required by Section 12 of Chapter 44B approved by the Secretary of Energy and Environmental Affairs and recorded prior to receipt of final project reimbursement from the Executive Office of Energy and Environmental Affairs (for file records only).

11. Check the following if applicable to project (for file records only):

- ☐ Yes ☒ No Prime agricultural lands (see Ex. Order #193)
☐ Yes ☒ No Scenic River designation
☐ Yes ☒ No Wetland designation
☐ Yes ☒ No 100 year floodplain
☐ Yes ☒ No Environmental intrusion, i.e. overhead power lines (**must be buried**), safety hazards
☐ Yes ☒ No Brownfield – 21E evaluation
☒ Yes ☐ No Environmental Justice community/neighborhood
☐ Yes ☒ No Acquisition involving relocation of residents, tenants, or businesses
☐ Yes ☒ No Negotiated sale

If an acquisition project:

Do you have a purchase and sales agreement or agreed price?

☐ Yes ☐ No

If yes, amount:

\$ _____

Is clear title available?

☐ Yes ☐ No

If no, is an eminent domain taking anticipated?

☐ Yes ☐ No

Note that if clear title is not available, the community may decide to acquire the property by a friendly taking (eminent domain) process to clear the title. It is best to know if there is a potential title problem as soon as possible since this can complicate the acquisition process.

Appraisal Report

Valuation: \$ _____

Appraiser: _____

Valuation Date: _____

Please note: the appraisal must be submitted using federal appraisal standards ("Yellow Book") found at www.usdoj.gov/enrd/land-ack/yb2001.pdf.

12. Check if the following permits are required (for file records only):

- ☐ Yes ☒ No U.S. Army Corps of Engineers (404 or Rivers and Waterways)
☐ Yes ☒ No MA DEP Division of Wetlands & Waterways (617) 292-5518
☐ Yes ☒ No U.S. Coast Guard
☐ Yes ☒ No U.S. Dept. of Agriculture (Zoos)
☐ Yes ☒ No C. 131 s. 40 Wetlands (municipal conservation commission)
☐ Yes ☒ No MEPA Review (301 CMR 11.00: MEPA Regulations) (617) 626-1020

IMPORTANT NOTICE

If any of the above permits are required, the permit or application for the permit must be submitted. Should the project be selected for funding, the permit will be required as part of the final application.

13. Attach certification of applicant community's legal authority to apply for the grant and to finance and construct the proposed facilities (see Sample Municipal Vote), and the **Chief Executive Officer's legal authorization to execute contracts**. This is a resolution, motion, or similar action that has been duly adopted or passed as an official act of the community's governing body that authorizes the filing of the applications, including all understandings and assurances contained therein.

Date _____

Signature of Chief Municipal Officer _____

Domenic J. Sarno, Mayor City of Springfield
 Name and Title (Typed)

January 1, 2016 – December 31, 2020
 Duration of Term

Mailing Address: 36 Court Street _____

Springfield, MA 01108 _____

Telephone: (413) 787-6100 _____

**PROPOSED LWCF BUDGET SUMMARY
JAIME ULLOA PARK**

Description: A \$500,000 project in a community with a 50% reimbursement rate

Question 5 from application

Total Eligible Project Costs: \$500,000

LWCF Request: \$250,000

(50% of total project cost, maximum \$250,000)

Municipal Share \$250,000

(Community Development Block Grant, Community Preservation Act., please specify in narrative)

Other: \$

(i.e. private donation to community, fund raising, etc. - this number is subset of the municipal share line)

One page proposed budget narrative

Project Element	Cost
Design, Survey & Permitting	\$49,200
Design Subtotal	\$49,200
Construction Costs	
New Main Entrance on Morgan Street	\$29,500
Gaming & Seating Plaza at Morgan St	\$260,000
Playground Area Improvements	\$99,600
Ballfield Renovation (Phase 1)	\$20,700
Construction Sub Total	\$409,800
Contingency	\$41,000
OVERALL PROJECT BUDGET	\$500,000

Municipal Share Breakdown

CDBG FY 16	\$105,900
CBDB FY17	\$144,100
City Share Total	\$250,000



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 10/28/2016

Department Requesting Grant Setup Parks

Department Phone # (Please include extension) 787-7772

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

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

XXX

Grant Name: Jamie Ulloa

Total Grant Amount Awarded: \$ 250,000

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	EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS
Contact Person	MELISSA CRYAN
Street Address	100 CAMBRIDGE STREET, SUITE 900
City, State, Zip Code	BOSTON, MA 02114
Telephone	617-626-1000
Fax	
E-Mail	

Actual Award Date

Board Approval Date

Start Date 10/12/2016

Expiration Date 6/1/2018

Renewal Action Date (optional)

If there are any Matching Funds: N/A

Type	CDBG FY16 \$105,900 AND PAYGO \$144,100
Percent	50%
Amount	\$250,000

Comments re: Description/Purpose of Grant

Construction of Jaime Ulloa Park

Comments re: Conditions/Restrictions of Grant

none

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)

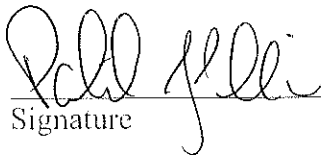
Please list all object codes needed for the grant.
(Attach additional sheets if additional orgs and roll-ups are needed):

Org Code:

Object Codes:	530600	\$25,000	DESIGN SERVICES
	530105	\$225,000	PROFESSIONAL SERVICES

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

10/28/16
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
Executive Office of Energy and Environmental Affairs
 100 Cambridge Street, Suite 900
 Boston, MA 02114

Charles D. Baker
 GOVERNOR

Karyn E. Polito
 LIEUTENANT GOVERNOR

Matthew A. Beaton
 SECRETARY

Tel: (617) 626-1000
 Fax: (617) 626-1181
<http://www.mass.gov/eea>

October 12, 2016

Laura Walsh
 Department of Parks, Buildings, & Recreation Management
 200 Trafton Road
 Springfield, MA 01108

RE: Jaime Ulloa Park, LWCF #25-00512

Dear Ms. Walsh:

I am pleased to confirm that the Jaime Ulloa Park Project has been selected by the Commonwealth of Massachusetts and the National Park Service to receive up to \$250,000 in federal Land and Water Conservation Fund grant assistance. Please note the project number associated with the project, listed above. You will use this project number in all future correspondence.

There will be a mandatory grant management workshop on Wednesday, November 2, 2016 at 11:00 am at the Division of Fisheries and Wildlife Headquarters at 1 Rabbit Hill Road, Westborough. The directions were provided to you via email. The workshop should run about an hour and critical information will be shared that will enable participants to successfully complete their projects and receive their full reimbursements.

Project deadline is June 1, 2018

While Springfield's total grant award is \$250,000, I ask that you break down your spending by fiscal year on page two of the contract (enclosed). There may be some ability to move funding between the fiscal years, as the LWCF budget works differently than the state budget. However, the project's budget should begin with the best estimate possible to ensure a smooth transition between fiscal years.

LWCF grants work on a reimbursement basis. The grant's reimbursement rate is 50%. We can only reimburse your community 50% of what you spend, even if this figure does not reach the maximum value of the grant award. The nuts and bolts of reimbursement requests will be discussed at the grants management workshop.

To move forward with the project, the city must submit the following documents:

Local LWCF Project Agreement

The Project Agreement is a local version of the agreement signed between EEA and NPS. It is signed by EEA and the city. Note that by signing the Project Agreement, Springfield agrees to comply

with the program regulations of the Land and Water Conservation Fund as stipulated in the Project Agreement and the General Provisions. The Agreement must be recorded as an adjunct to the property's deed, along with the city council vote. Please send back two signed copies.

State Standard Contract

A state standard contract enables the state to set up an account to pay for your project. Please complete the budget table on page two by writing in how much is needed in each fiscal year throughout the life of the project.

Contractor Authorized Signatory Listing Form

Please have your chief municipal officer complete both sides of this form. The same person that signs the contract should sign both sides of this form.

City Council Vote

All projects must submit a successful vote by December 31, 2016. Your contract will not be signed until a successful city council vote is submitted to EEA. If you have not yet had me review the city council vote language, please have me do so immediately.

Reimbursement Procedures

Please do not begin construction on the project until you have received a signed contract back from me. Any costs incurred prior to that date are not eligible for reimbursement.

It is not possible for a final reimbursement request to be submitted until the park has been completed, but I think it is helpful to know at this stage what is required to consider the project complete. You may request a final reimbursement request after:

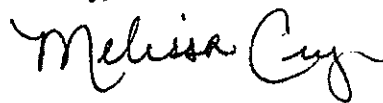
- a. The LWCF project agreement has been executed between the city and the state
- b. A state standard contract has been executed between the city and the state
- c. A Land and Water Conservation Fund acknowledgment sign is installed
- d. The LWCF project agreement and city council vote have been executed and recorded as an adjunct to the deed for the properties

Legally Protected Land – Springfield's Commitment

Remember that acceptance of this federal grant requires that the property remain open to the general public, not just Springfield's residents, and prohibits any other use other than appropriate outdoor recreation at the site in perpetuity. The land must be dedicated to Chapter 45, Section 3 or 14. Conversion of the property to non-recreation use requires the recreation commission to abide by Article 97 of the Articles of Amendment to the State Constitution, as well as the federal Land and Water Conservation Fund Project Agreement. In other words, converted land must be replaced with other property of equal or greater monetary value and recreational use, all at your community's expense.

Please contact me with any questions or concerns you may have at any time. I can be contacted at melissa.cryan@state.ma.us or (617) 626-1171 if you need further assistance. I look forward to seeing your project come to fruition!

Sincerely,



Melissa Cryan
LWCF Stateside Coordinator

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: November 9, 2016
Re: Order for Council Meeting - November 14, 2016
Cc: Mayor Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the November 14, 2016 City Council meeting regarding a State grant for the construction of the Jaime Ulloa Park.

Background: The Parks Department has been awarded a Land and Water Conservation Fund (LWCF) grant from the Executive Office of Energy and Environmental Affairs (EEA). The grant award is for \$250,000 and requires a City match of \$250,000. The total project amount is \$500,000 and will fund the design and construction costs to renovate the Jaime Ulloa Park.

The \$250,000 LWCF grant will provide funding for design costs (\$25,000) and for construction costs (\$225,000). The City's total match of \$250,000 will be paid through Community Development Block Grant (CDBG) Entitlement funding (\$105,900) and Pay-as-you-go Capital (Pay-Go) funds (\$144,100).

Jaime Ulloa Park Project			
LWCF Grant		City of Springfield	
<i>Design Costs</i>	25,000	<i>CDBG Funding</i>	105,900
<i>Construction Costs</i>	225,000	<i>City Pay-go Capital</i>	144,100
Total	250,000	Total	250,000
Total Estimated Cost = \$500,000			

Construction of the new Jaime Ulloa Park will include a new main entrance on Morgan Street, a gaming and seating plaza at Morgan Street, playground area improvements, and renovation of the ballfield.

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- Jaime Ulloa Park (3713 : Jaime Ulloa Park Grant Acceptance - \$500,000 - Match Needed)



City Council

ADOPTED

Meeting: 11/14/16 07:00 PM
Initiator: Christopher Fraser
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3719

34

Crisis Intervention Grant - No Match - \$400,000 (Mayor Sarno)

WHEREAS, the Office of Housing ("Department") has been awarded an increase of \$125,000 to the "Crisis Intervention Grant" from the Massachusetts Executive Office of Health and Human Services, bringing the total grant award to \$400,000; and

WHEREAS, the funds are intended to provide services to families experiencing recent or chronic homelessness, as well as providing housing and support for unaccompanied homeless youth; and

WHEREAS, the Department intends to use the grant funds for the purposes as requested by the donor; and

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

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

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

Crisis Intervention Grant - \$400,000

RESULT: PASSED BY VOICE VOTE



REQUEST FOR GRANT SETUP

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

All fields are mandatory.

Date of Request	11/8/2016
Department Requesting Grant Setup	Comm Dev
Department Phone # (Please include extension)	6082
Name and Title of Person to Contact in Case of Questions	Cathy Buono

Was this Grant previously setup for a prior fiscal year?
If yes, please indicate your previous project number: 89246

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: Crisis Intervention

Total Grant Amount Awarded: \$125,000.00 amendment increase

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	Linn Torto
Street Address	One Ashburton Place
City, State, Zip Code	Boston, MA 02108
Telephone	617-573-1600
Fax	
E-Mail	linn.torto@state.ma.us

Actual Award Date 7/1/2016

Board Approval Date

Start Date 7/1/2016

Expiration Date

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

Increased funding to provide services to families experiencing recent or chronic homelessness, and to provide housing and support for unaccompanied homeless youth.

Comments re: Conditions/Restrictions of Grant

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

What is the required drawdown frequency?

(Ex: Monthly, Quarterly) as needed

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

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

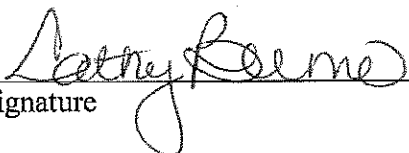
Please list all object codes needed for the grant.
(Attach additional sheets if additional orgs and roll-ups are needed):

Org Code:

Object Codes: 530105

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

11-8-16
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.

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: Executive Office of Health and Human Services MMARS Department Code: EHS	
Legal Address: (W-9, W-4,T&C): 36 Court St., Room 405, Springfield MA 01103		Business Mailing Address: One Ashburton Place, Boston MA 02108	
Contract Manager: Geraldine McCafferty		Billing Address (if different):	
E-Mail: gmccafferty@springfieldcityhall.com		Contract Manager: Linn Torto	
Phone: 413-787-6500	Fax: 413-787-6515	E-Mail: Linn.Torto@state.ma.us	
Contractor Vendor Code: VC6000192140		Phone: 617-573-1600	Fax:
Vendor Code Address ID (e.g. "AD001"): AD001. (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): CT EHS 16EHS885SPRINGFIELCB	
		RFR/Procurement or Other ID Number: BD-16-1039-EHS01-EHS02-0000006625	
<u>NEW CONTRACT</u> 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)		<u>CONTRACT AMENDMENT</u> Enter Current Contract End Date <u>Prior</u> to Amendment: <u>June 30, 2017</u> Enter Amendment Amount: \$ <u>125,000</u> (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) ☒ Amendment to Scope or Budget (Attach updated scope and budget) ☐ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ☐ Contract Employee (Attach any updates to scope or budget) ☐ Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract.			
☒ Commonwealth Terms and Conditions ☐ Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. ☐ Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) ☒ Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended), \$ <u>400,000</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.) Amendment 1 adds the budget for FY17 Youth Funding.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ☒ 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. ☐ 2. may be incurred as of ____, 20__, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. ☐ 3. were incurred as of ____, 20__, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2017</u>, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, 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 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:		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:	
X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)		X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)	
Print Name: <u>Domenic J. Sarno</u>		Print Name: <u>Nick Dantzer</u>	
Print Title: <u>Mayor</u>		Print Title: <u>Chief Financial Officer</u>	



City Council

ADOPTED

Meeting: 11/14/16 07:00 PM
Initiator: Melanie Acobe
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3714

35

FY17 ORI TAG Grant Acceptance - No Match Required (\$60,000.00) (Mayor Sarno)

WHEREAS, the Department of Health and Human Services has been awarded a Targeted Assistance Grant/Formula of \$60,000.00 from the Massachusetts Executive Office of Health & Human Services, Office of Refugees and Immigrants for the grant period October 1, 2016 through September 30, 2017; and

WHEREAS, the Department has been approved for funding to provide direct services under the Massachusetts Refugee Resettlement Program through a subcontract with the Jewish Family Services to provide said services to meet program goals; 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.

ORI/TAG - \$60,000.00

RESULT: PASSED BY VOICE VOTE



REQUEST FOR GRANT SETUP

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

All fields are mandatory.

Date of Request 10/7/2016

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: ORI16

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: ORITAG

Total Grant Amount Awarded: \$ \$60,000

Attachment: ORITAG (3714 : FY17 ORI TAG Grant Acceptance - No Match Required (\$60,000.00))

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	Office of Refugees and Immigrants
Contact Person	Robin Carmona-Eversen
Street Address	600 Washington Street, 4 th FL
City, State, Zip Code	Boston, MA 02111
Telephone	617-988-3462
Fax	
E-Mail	robin.carmona@state.ma.us

Actual Award Date

Board Approval Date 10/6/2016

Start Date 10/1/2016

Expiration Date 9/30/2017

Renewal Action Date (optional)

If there are any Matching Funds:

Type

Percent

Amount

Is there any Leverage?

Source

Amount

Comments re: Description/Purpose of Grant
OriTag 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) Monthly

If payment is to be sent by Grantor as a Wire,
Please enter any wire reference/identification # that may be used (if known)
CTORI010015TAG00000962

Attachment: ORITAG (3714 : FY17 ORI TAG Grant Acceptance - No Match Required (\$60,000.00))

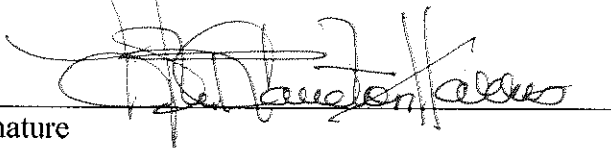
Please list all object codes needed for the grant.
(Attach additional sheets if additional orgs and roll-ups are needed):

Org Code: 28975200

Object Codes: 530105/578700

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

10/6/2015
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.

Attachment: ORITAG (3714 : FY17 ORI TAG Grant Acceptance - No Match Required (\$60,000.00))

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



35.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/osd under Guidance For Vendors - Forms or www.mass.gov/osd under OSD Forms.

CONTRACTOR LEGAL NAME: City of Springfield (and d/b/a): Legal Address: (W-9, W-4, T&C): 95 State Street, Ste. 201 Springfield, MA 01103 Contract Manager: Helen Caulton Harris E-Mail: Helen Caulton Harris Phone: (413) 787-6745 Fax: (413) 787-6458 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: Office for Refugees and Immigrants MMARS Department Code: ORI Business Mailing Address: 600 Washington Street, 4 th Floor Boston, MA 02111 Billing Address (if different): Contract Manager: Robin Carmona E-Mail: robin.carmona@state.ma.us Phone: (617) 988-3462 Fax: (617) 727-1822 MMARS Doc ID(s): CTORI010015TAG000002 RFR/Procurement or Other ID Number: FY15-ORI-04
NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ☐ <u>Statewide Contract</u> (OSD or an OSD-designated Department) ☐ <u>Collective Purchase</u> (Attach OSD approval, scope, budget) ☐ <u>Department Procurement</u> (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) ☐ <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) ☐ <u>Contract Employee</u> (Attach Employment Status Form, scope, budget) ☐ <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)	X CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: 9/29/2016 Enter Amendment Amount: \$ <u>34,800.00</u> (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) ☒ <u>X Amendment to Scope or Budget</u> (Attach updated scope and budget) ☐ <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) ☐ <u>Contract Employee</u> (Attach any updates to scope or budget) ☐ <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. ☐ Commonwealth Terms and Conditions ☐ Commonwealth Terms and Conditions For Human and Social Services	
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. ☐ <u>Rate Contract</u> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) ☒ <u>X Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$ <u>152,555.00</u>	
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___ % PPD; Payment issued within 15 days ___ % PPD; Payment issued within 20 days ___ % PPD; Payment issued within 30 days ___ % PPD. If PPD percentages are left blank, identify reason: ___ agree to standard 45 day cycle ___ statutory/legal or Ready Payments (G.L. c. 29, § 23A); ☒ <u>X only initial payment</u> (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)	
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) FFY17 amendment to renew the Targeted Assistance Grant/Formula (TAG/F) contract between the Office for Refugees and Immigrants (ORI) and the City of Springfield for the Targeted Assistance Grant/Formula (TAG/F) program. The amendment reflects the first allocation of the FFY17 TAG/F grant award to the City of Springfield for the continued provision of TAG/F services to refugees in in Hampden County.	
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> </u> , 20 <u> </u> , a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . ☒ <u>X 3. were incurred as of 9/30/2016</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>9/30/2017</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.	
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 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: <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>Didier Bertola</u> Print Title: <u>Chief Financial Officer</u>

Attachment: ORITAG (3714 : FY17 ORI TAG Grant Acceptance - No Match Required (\$60,000.00))



Attachment: ORITAG (3714 : FY17 ORI TAG Grant Acceptance - No Match Required (\$60,000.00))



The Commonwealth of Massachusetts
 Executive Office of Health and Human Services
 Office for Refugees and Immigrants
 600 Washington Street, 4th Floor
 Boston, Massachusetts 02111

CHARLES D. BAKER
 Governor

KARYN E. POLITO
 Lieutenant Governor

MARYLOU SUDDERS
 Secretary

Tel: (617) 727-7888
 Fax: (617) 727-1822
 TTY: (617) 727-8147

MARY TRUONG
 Executive Director

October 6, 2016

Helen Caulton-Harris, Director
 City of Springfield
 Department of Health and Human Services
 95 State Street
 Springfield, MA 01103

Re: Notice of Award for FFY17 TAG/F

Dear Ms. Caulton-Harris:

I am pleased to inform you that the City of Springfield has been conditionally approved for funding to provide Targeted Assistance Grant/Formula (TAG/F) services, via a sub-contract with Jewish Family Services of Western Massachusetts, in FFY 2017 (October 1, 2016 through September 30, 2017). As in FFY 2016, the Office of Refugee Resettlement (ORR) is incrementally funding Targeted Assistance Formula (TAG/F) grants with an initial allocation of 58% of the expected annual grant award for the first seven months. The remaining 42% allocation is expected before the end of the seven-month period in April 2017, pending the availability of funding.

Although ORI has received only 58% of its anticipated FFY17 TAG/F allocation to date from ORR, we will contract with the City of Springfield for the full 12-month period from October 1, 2016 through September 30, 2017. We will proceed in FFY17 under the assumption that the remainder of our anticipated allocation will be available to ORI and its TAG/F contractors before the end of the initial seven-month period, and contracts will be amended as soon as additional funds are available, to reflect the full amount of the annual award. For ease of planning and administration, performance goals will be developed based on the *annual award amount*, and TAG/F contractors should develop Local Plans to reflect services, activities and performance goals for the 12-month contract period.

As outlined below, the total FFY 2017 TAG/F award to the City of Springfield is \$60,000, with the first allotment of \$34,800 available upon the execution of a contract renewal for FFY17, and a second allotment of \$25,200 expected via contract amendment before the end of April 2017.

	Total FFY17 TAG/F Award	Allocation 1 (58%)	Allocation 2 (42%)	Total Clients to be Served*
City of Springfield	\$60,000	\$34,800	\$25,200	32
**Administrative	\$4,800	\$2,784	\$2,016	
JFSWM	\$55,200	\$32,016	\$23,184	

Attachment: ORITAG (3714 : FY17 ORI TAG Grant Acceptance - No Match Required (\$60,000.00))

Please be aware that funding for programs is contingent upon the availability of federal funds, and your organization's successful completion of all contract documents, including the following:

- Signed Standard Contract Form (see attached).
- *A separate line-item budget for each program location for both the annual budget (\$60,000) and the 58% budget (\$34,800).* Please make sure to review the UFR Codes and select those that most appropriately describe the individual line items included in your budget.
- A separate budget narrative for each line-item budget, which provides justification for each line item.
- A completed Program Staffing Chart, which identifies the program staff who will be assigned to the contract program for each location, the job title for each staff person, and the total number of hours per week and the FTE of each staff person assigned to the program. (Staff positions which are vacant should be so noted, with a projected hire date.)
- Current organizational chart, showing the organizational location of the funded program(s).
- Current resumes for all management and program staff that are new to the contract for FFY17 services.

Please submit a scanned copy of the signed and dated Standard Contract Form to Robin Carmona at ORI immediately upon receipt. All other required contract documents must be completed and emailed as soon as possible, but no later than *Thursday, October 13, 2016*, to Leticia Ripalda at leticia.ripalda@state.ma.us.

All budgets, program staffing, and other required documents are subject to review and approval by ORI. Once the budgets and program staff are finalized, ORI will forward the completed contract to you for signature by the authorized signatory for your organization. If you have any technical questions related to filling out the budget form, please contact ORI Contract Specialist Robin Carmona at (617) 988-3462 or robin.carmona@state.ma.us. For all other questions, please contact Leticia Ripalda at (617) 988-3483 or leticia.ripalda@state.ma.us.

We look forward to continuing our work with you and your organization to serve refugees in Massachusetts.

Sincerely,



pp Mary Truong
Executive Director

cc: Falah Hashem, Chief of Staff, ORI
Didier Bertola, Chief Financial Officer, ORI
Jennifer Schamel, Director of Workforce Development, ORI

* "Total Clients to be Served" refers to the minimum number of clients required to be newly enrolled during the contract period (including new refugee arrivals, asylees, Cuban/Haitian entrants, secondary migrants, certified trafficking victims, Special Immigrant Visa holders, and others eligible for refugee benefits and services as specified in the MRRP/Wilson/Fish Program Regulations and the applicable ORR State Letters). Clients who are carried over from the FFY16 contract period to the FFY17 contract period are not included in this number, but are expected to be served through this funding allocation.

** Administrative line amount reflects the maximum 8% allowed.

Attachment: ORITAG (3714 : FY17 ORI TAG Grant Acceptance - No Match Required (\$60,000.00))



City Council

ADOPTED

Meeting: 11/14/16 07:00 PM
Initiator: Melanie Acobe
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3716

36

Health Services for the Homeless Grant Increase - No Match Required \$58,171.00 (Mayor Sarno)

WHEREAS, the Department of Health and Human Services, Health Services for the Homeless (HSH) has been awarded two grant increases totaling in an overall \$58,171.00 increase for the "Health Center Cluster" grant from the U.S. Department of Health & Human Services, Health Resources and Services Administration for the budget period June 01, 2016 through January 31, 2017; and

WHEREAS, the City of Springfield, Health & Human Services Division, Health Services for the Homeless through advocacy, accessibility, and cultural sensitivity provides medical, mental health, dental and case management services to homeless population in the tri-county area of Berkshire, Hampshire and Hampden; and

WHEREAS, the Department intends to expand services at the adolescent clinic; 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.

Health Services for the Homeless Grant Increase - No Match Required \$58,171.00

RESULT: PASSED BY VOICE VOTE



REQUEST FOR GRANT SETUP

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

All fields are mandatory.

Date of Request 11/7/2016

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: 67715

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: Health Services for the Homeless

Total Grant Amount Awarded: \$ 13,633.00

Attachment: HHS Grant Increase 1 (3716 : Health Services for the Homeless Grant Increase - No Match Required \$58,171.00)

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
 City, State, Zip Code
 Telephone 1-404-562-4128
 Fax
 E-Mail SAlexander1@hrsa.gov

Actual Award Date 8/15/2016

Board Approval Date

Start Date 6/1/2016

Expiration Date 5/31/2017

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

Supplementary Grant QI/QA

Comments re: Conditions/Restrictions of Grant

See Budget

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

Attachment: HHS Grant Increase 1 (3716 : Health Services for the Homeless Grant Increase - No Match Required \$58,171.00)

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

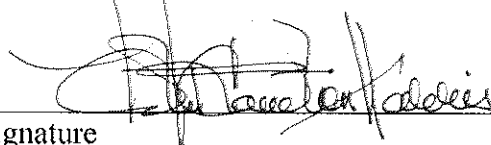
Org Code: 26775202

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



Date

4/1/2016

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.

View NoA

NoA Terms & Conditions Award Email

1. DATE ISSUED: (MM/DD/YYYY) 2. PROGRAM CFDA: 03.224
08/15/20163. SUPERSEDES AWARD NOTICE dated: 07/28/2016
except that any additions or restrictions previously imposed remain in effect unless specifically rescinded.4a. AWARD NO.:
6 H80CS00001-15-054b. GRANT NO.:
H80CS000015. FORMER GRANT
NO.:
H66CS003296. PROJECT PERIOD:
FROM: 11/01/2001 THROUGH: 01/31/20197. 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
BHCMS # 010120

11. APPROVED BUDGET: (Excludes Direct Assistance)

☐ Grant Funds Only☒ Total project costs including grant funds and all other financial participation

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:	\$1,577,156.00
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:	\$1,577,156.00
p. INDIRECT COSTS (Rate: % of S&W/TADC):	\$0.00
q. TOTAL APPROVED BUDGET:	\$1,577,156.00
i. Less Non-Federal Share:	\$0.00
ii. Federal Share:	\$1,577,156.00

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:

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 [X] Yes [] No)

Electronically signed by Elvera Messina, Grants Management Officer on: 08/15/2016

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)

10. DIRECTOR OF THE NATIONAL CENTER FOR HOMELESS SERVICES, as amended (42 U.S.C. 254b, as amended)

HELEN R CAULTON-KARIS

CITY OF SPRINGFIELD, MASSACHUSETTS

95 State St

Springfield, MA 01103-2073

12. AWARD COMPUTATION FOR FINANCIAL ASSISTANCE:

a. Authorized Financial Assistance This Period \$1,577,156.00

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 \$1,563,523.00

e. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION \$13,633.00

13. RECOMMENDED FUTURE SUPPORT: (Subject to the availability of funds and satisfactory progress of project)

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

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	\$13,633.00	\$0.00	HCH	HealthCareCenters_16

Close Window

Attachment: HHS Grant Increase 1 (3716 : Health Services for the Homeless Grant Increase - No Match Required \$58,171.00)



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 11/7/2016

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: 67715

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: Health Services for the Homeless

Total Grant Amount Awarded: \$ 44,538

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	
City, State, Zip Code	
Telephone	1-404-562-4128
Fax	
E-Mail	SAlexander1@hrsa.gov

Actual Award Date 9/12/2016

Board Approval Date

Start Date 6/1/2016

Expiration Date 5/31/2017

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

Supplementary Grant

Comments re: Conditions/Restrictions of Grant

See Budget

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

Attachment: HHS Grant Increase 2 (3716 : Health Services for the Homeless Grant Increase - No Match Required \$58,171.00)

View NoA

NoA Terms & Conditions Award Email

1. DATE ISSUED: (MM/DD/YYYY) 2. PROGRAM CFDA: 93.224
09/12/20163. SUPERSEDES AWARD NOTICE dated: 08/26/2016
except that any additions or restrictions previously imposed remain in effect unless specifically rescinded.4a. AWARD NO.:
3 H80CS00001-15-094b. GRANT NO.:
H80CS000015. FORMER GRANT
NO.:
H66CS003296. PROJECT PERIOD:
FROM: 11/01/2001 THROUGH: 01/31/20197. 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
BHCNIS # 010120

11. APPROVED BUDGET: (Excludes Direct Assistance)

☐ Grant Funds Only☒ Total project costs including grant funds and all other financial participation

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:	\$1,621,694.00
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:	\$1,621,694.00
p. INDIRECT COSTS (Rate: % of S&WTADC):	\$0.00
q. TOTAL APPROVED BUDGET:	\$1,621,694.00
i. Less Non-Federal Share:	\$0.00
ii. Federal Share:	\$1,621,694.00

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:

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 [X] Yes [] No)

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)

10. DIRECTOR 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)

HELEN R CAULTON, M.D., M.P.H.

CITY OF SPRINGFIELD, MASSACHUSETTS

95 State St

Springfield, MA 01103-2073

12. AWARD COMPUTATION FOR FINANCIAL ASSISTANCE:

a. Authorized Financial Assistance This Period	\$1,621,694.00
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	\$1,577,156.00
e. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	\$44,538.00

13. RECOMMENDED FUTURE SUPPORT: (Subject to the availability of funds and satisfactory progress of project)

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

Electronically signed by Elvera Messina, Grants Management Officer on: 09/12/2016

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	\$44,538.00	\$0.00	HCH	HealthCareCenters_16

Close Window

Attachment: HHS Grant Increase 2 (3716 : Health Services for the Homeless Grant Increase - No Match Required \$58,171.00)

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

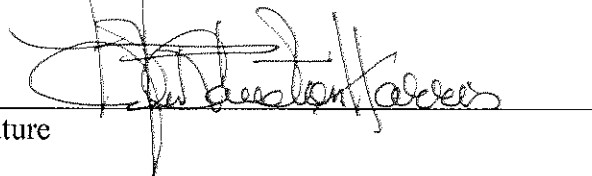
Org Code: 26775202

Object Codes:

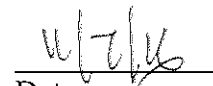
Budget Roll-Up Codes: Yes

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



Date



Please attach the following documents:

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

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



City Council

ADOPTED

Meeting: 11/14/16 07:00 PM
Initiator: Christopher Fraser
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3700

37

FY17 VAWA Grant - \$57,860.57 - No Match Required (Mayor Sarno)

WHEREAS, the Police Department ("Department") has been awarded a "Violence Against Women Grant" of \$57,860.57 From the Executive Office of Public Safety and Security; and

WHEREAS, the grant will be used to support initiatives preventing violence against women; and

WHEREAS, the Department intends to use the grant funds for salaries and supplies to support the above initiatives; 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 VAWA Grant - \$57,860.67

RESULT: PASSED BY VOICE VOTE



REQUEST FOR GRANT SETUP

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

All fields are mandatory.

Date of Request	10/17/2016
Department Requesting Grant Setup	Police
Department Phone # (Please include extension)	787-6385
Name and Title of Person to Contact in Case of Questions	Lisa Willis

Was this Grant previously setup for a prior fiscal year?
If yes, please indicate your previous project number: Yes - 68616

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: Violence Against Women Civilian Advocacy Program

Total Grant Amount Awarded: \$ 57,860.57

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	Executive Office of Public Safety and Security
Contact Person	Corine Pryme
Street Address	10 Park Plaza, Ste. 3720
City, State, Zip Code	Boston, MA 02116
Telephone	617-725-3370
Fax	617-725-0267
E-Mail	Corine.Pryme@state.ma.us

Actual Award Date 10/1/2016

Board Approval Date

Start Date

Expiration Date 9/30/2017

Renewal Action Date (optional)

If there are any Matching Funds:

Type 1/3 Match

Percent

Amount

Comments re: Description/Purpose of Grant

Domestic violence against women.

Comments re: Conditions/Restrictions of Grant

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :2016 FVAWA16LE SUB ACCOUNT
2016WFAX0029 -CDFA 16.588

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: 26862100

Object Codes: 501000 - \$57,860.57

Budget Roll-Up Codes: Yes, please allow.

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

10/17/2016
Date

Please attach the following documents:

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

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

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Executive Office of 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/Springfield Police Department (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office of Public Safety and Security MMARS Department Code: EPS	
Legal Address: (W-9, W-4, T&C): 36 COURT ST ROOM 405, MA 01103-1602		Business Mailing Address: Ten Park Plaza, Ste. 3720, Boston, MA 02116	
Contract Manager: John Barbieri		Billing Address (if different):	
E-Mail: jbarbieri@springfieldpolice.net		Contract Manager: Corine Pryme	
Phone: (413) 787-6313	Fax:	E-Mail: Corine.Pryme@state.ma.us	
Contractor Vendor Code: VC6000192140		Phone: (617) 725-3370	Fax: (617) 725-0267
Vendor Code Address ID (e.g. "AD001"): AD 001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): SCEPS3001VAWA17SPRIN	
☒ NEW CONTRACT		☐ CONTRACT AMENDMENT	
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)		Enter Current Contract End Date <u>Prior</u> to Amendment: ____20 Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) ☐ Amendment to Scope or Budget (Attach updated scope and budget) ☐ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ☐ Contract Employee (Attach any updates to scope or budget) ☐ Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. ☒ Commonwealth Terms and Conditions ☐ Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. ☐ Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) ☒ Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or <u>new</u> Total if Contract is being amended). \$ 57,860.57			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through <u>EFT</u> 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.) Violence Against Women - Civilian Advocacy Program. (\$57,860.57 FVAWA16LE-subaccount 2016WFA0029 -cfda 16.588)			
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 _____, 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 10/1/2016, 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 09/30/2017 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 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: Print Title:		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: Angela F.F. Davis Print Title: Executive Director	

Fraser, Christopher

From: Lisa Willis <LWillis@springfieldpolice.net>
Sent: Monday, October 17, 2016 11:15 AM
To: Fraser, Christopher; Gokey, Beth
Cc: Winkler, Jennifer
Subject: FW: Springfield PD FFY16 Award

Award letter below:

From: Jerome, Aleigh (EPS) <aleigh.jerome@state.ma.us>
Sent: Thursday, October 06, 2016 4:34 PM
To: Charest, Norman
Subject: Springfield PD FFY16 Award

Congratulations!

The Springfield Police Department has been awarded \$57,860.57 from the Violence Against Women Act grant (VAWA STOP) **Award #2016-WF-AX0029**. Funding is provided to the Executive Office of Public Safety and Security (EOPSS) Office of Grants and Research (OGR) by the United States Department of Justice, Office of Violence Against Women (CFDA 16.588). Please note that for the purpose of this grant award you are considered a "sub-recipient."

The attached documents listed below must be reviewed, completed, signed and dated (in blue ink), and returned by Tuesday October 18th.

- Commonwealth Standard Contract
- General Sub-Grant and VAWA Special Conditions
- DOJ Certification of Compliance with Regulations
- DOJ EEOP Certification
- Certifications Regarding Lobbying Debarment
- Revised budget based off your award amount
- Federal Financial Assistance Transparency Act (FFATA)

It is important that we expedite the completion and submission of these forms as soon as possible so your Commonwealth Standard Contract form can be signed and dated. If your returned documents are not complete or require further revisions, your official start date will be delayed. You will not be able to charge against the grant for expenses until this office approves all your documents and the Executive Director signs and dates your returned Commonwealth Standard Contract form. Your contract end date for this award is **September 30, 2017**.

Please mail back all the signed completed forms to my attention no later than **Tuesday October 18th** to:

Aleigh Jerome
EOPSS Office of Grants and Research
Ten Park Plaza, Suite 3720

Boston, MA 02116

If you have any questions, you may reach me by email at aleigh.jerome@state.ma.us or on the telephone at 617-725-3320.

We look forward to working with you and your staff as you implement this VAWA grant program.

Sincerely,
Aleigh

Aleigh Jerome
Executive Office of Public Safety and Security
Office of Grants and Research
10 Park Plaza, Suite 3720
Boston, MA 02116
(p) 617-725-3320
(f) 617-725-0260
aleigh.jerome@state.ma.us



City Council

ADOPTED

Meeting: 11/14/16 07:00 PM
Initiator: Heather Potito
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3717 A

38

Health New England Open Gyms Program Grant - No Match Required \$51,300 (Mayor Sarno)

WHEREAS, the Parks and Recreation Department ("Department") has been awarded an Open Gyms Program Grant ("grant") in the amount of \$51,300.00 from Health New England's Community Giving Committee ("HNE"); and

WHEREAS, the purpose of the grant is to improve the health status and quality of life in the community; and

WHEREAS, the Department intends to use the grant funds to pay for costs associated with the Open Gyms Program; and

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

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

**Fiscal Year 2017 Appropriation
Health New England Open Gyms Program Grant - \$51,300.00**

RESULT: PASSED BY VOICE VOTE



REQUEST FOR GRANT SETUP

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

All fields are mandatory.

Date of Request 10/13/2016

Department Requesting Grant Setup PBRM

Department Phone # (Please include extension) 787-7772

Name and Title of Person to Contact in Case of Questions CAROL
LANGEVIN

Was this Grant previously setup for a prior fiscal year?
If yes, please indicate your previous project number: YES – GYM25

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

XXXX

Grant Name: EVENING GYM

Total Grant Amount Awarded: \$ 51,300

Is this a Reimbursable Grant? (Y/N)

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

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

Entity Name	HEALTH NEW ENGLAND
Contact Person	JUDITH CORRIDAN DANEK
Street Address	ONE MONARCH PLACE, SUITE 1500
City, State, Zip Code	SPRINGFIELD, MA
Telephone	413-787-40000
Fax	
E-Mail	

Actual Award Date 9/30/2016

Board Approval Date

Start Date

Expiration Date

Renewal Action Date (optional)

If there are any Matching Funds: NO

Type

Percent

Amount

Comments re: Description/Purpose of Grant
OPEN GYM

Comments re: Conditions/Restrictions of Grant
To be used to open gyms.

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

What is the required drawdown frequency?

(Ex: Monthly, Quarterly) Check will be received in the beginning of the program and in the middle of the program.

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

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

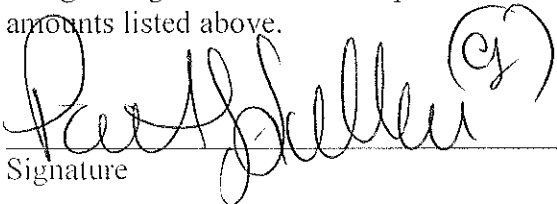
Please list all object codes needed for the grant.
(Attach additional sheets if additional orgs and roll-ups are needed):

Org Code:

Object Codes: 503000 \$51,300

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

Please attach the following documents:

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

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



September 30, 2016

Paula E. Thayer
City of Springfield
Park & Recreation Department
200 Trafton Road
Springfield, MA 01108

Dear Paula:

I am very excited to inform you that, once again, the Health New England Community Giving Committee approved funding for the Open Gyms Program. This year we are committed to sponsoring the program in the amount of \$51,300. As you know Health New England is committed to improving the health status and the quality of life of the communities we serve. The Open Gym Program is a great way to help make our mission become a reality.

Once again, we wish to continue the partnership with the Open Gym program leaders, Mayor Sarno, the Springfield Parks and Recreation Department and the Springfield Police Department. We respectfully request that the Police Commissioner encourages City officers to visit the programs on a regular basis to continue making positive connections with our City youth.

On a personal note, I enjoyed getting to know you and Randy Piteo and look forward to yet another successful year with the Open Gym Program. Thank you for all the work you do make this very important program successful.

Sincerely,

A handwritten signature in cursive script that reads "Judith Corridan Danek".

Judith Corridan Danek
Director, Office of the President and Community Relations



City Council

ADOPTED

Meeting: 11/14/16 07:00 PM
Initiator: Christopher Fraser
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3711

39

Police Department Donations - \$12,593.70 (Mayor Sarno)

WHEREAS, the Springfield Police Department has been awarded donations totaling \$12,593.70 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 donations and requests authorization from the City Council and the Mayor to expend the donation funds listed in the Attachment; and

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

NOW THEREFORE BE IT ORDERED, acting pursuant to Mass. Gen. Laws Ch. 44, sec 53A, that the City Council approves the expenditure by the Department of the donation funds listed below for the purposes of such 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 - \$12,593.70

RESULT: PASSED BY VOICE VOTE

SPRINGFIELD POLICE DEPARTMENT FY17 DONATIONS

Date	Donator	Address	Purpose	Amount
9/29/2016	PVTA	1776 MAIN ST, SPRINGFIELD, MA 01103	ROOSEVELT TOWER UPGRADES	\$ 12,093.70
10/31/2016	MASSACHUSETTS POLICE ASSOCIATION	73 LANCASTER ST, SPRINGFIELD, MA 01118	HONOR GUARD UNIFORMS & EQUIPMENT	\$ 500.00
Total				\$ 12,593.70

Attachment: Police Donations (3711 : Police Department Donations - \$12,593.70)



City Council

ADOPTED

Meeting: 11/14/16 07:00 PM
Initiator: Christopher Fraser
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3726 A

40

Donation of Goods - Laptop Computer Carts (Mayor Sarno)

WHEREAS, the WMass Regional Police Academy has awarded a donation of two (2) laptop computer carts to the Springfield Police Department ("Department"), which are valued at \$2,769 per cart, for a total value of \$5,538; and

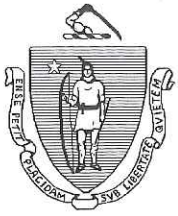
WHEREAS, the Department plans to use the carts to enhance the storage and mobility of its computer hardware; and

WHEREAS, the Department has accepted the donation and requests authorization from the City Council and the Mayor to authorize acceptance of the thermal imaging cameras; 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 1/2, that the City Council hereby accepts the donation of the thermal imaging cameras, and authorizes the Department to use the gift, without specific appropriation.

RESULT: PASSED BY VOICE VOTE



Commonwealth of Massachusetts
Municipal Police Training Committee
"Training for Today, Planning for the Future"

WMASS Police Academy
1 Armory Square Bldg 11
Spfld, MA 01102-9000
Phone: (781) 437-0361
Fax: (413) 755-6331



Charles D. Baker
Governor

Karyn E. Polito
Lieutenant Governor

Andrea J. Cabral
Secretary of Public Safety and Security

Anne P. Powers
Undersecretary

Chief James G. Hicks
Chairman

Dan Zivkovich
Executive Director

October 28, 2016

To Whom It May Concern,

On this Date, the WMASS Regional Police Academy, per authorization from MPTC HQ Kris

Gottlanders, authorized the DONATION of (2) Bretford Intelligent laptop computer carts, valued at \$2,769.00each.

These carts are being donated to Springfield Police Department on this date, 10/28/2016.

Springfield PD Representative taking custody of items

Jiangang Xu
Name (PRINTED) / Title

[Signature]
Name Signature

Phone Number
[Signature]
WMASS Academy Representative

Fraser, Christopher

Subject: FW: Free Computer Carts

-----Original Message-----

From: Lisa Willis [<mailto:LWillis@springfieldpolice.net>]
Sent: Wednesday, October 26, 2016 1:11 PM
To: Fraser, Christopher
Cc: Winkler, Jennifer; Xu, Jiansong
Subject: FW: Free Computer Carts

Hi Chris,

Can you please add this donation to the Council Agenda?

Thank you,

Lisa J. Willis
Police Budget Director
Springfield Police Department
130 Pearl Street
Springfield MA 01105
413-787-6385

-----Original Message-----

From: Winkler, Jennifer
Sent: Wednesday, October 26, 2016 11:25 AM
To: Lisa Willis
Subject: FW: Free Computer Carts

We need to get this on the council agenda for a donation.

-----Original Message-----

From: Xu, Jiansong
Sent: Wednesday, October 26, 2016 11:14 AM
To: todd.mongeon@state.ma.us
Cc: Schwarz, William J; Kastrinakis, Harry; Winkler, Jennifer; Barbieri, John
Subject: RE: Free Computer Carts

Hi Todd,

This is Jiansong Xu. I am the IT manger working for SPD. I would love to have those carts, please let me know when and where I can pick them up.

Thanks for you kindly for donating them to SPD.

Jiansong Xu

From: "Mongeon, Todd (CJT)"
<todd.mongeon@state.ma.us<mailto:todd.mongeon@state.ma.us>
To: "Barbieri, John"
<JBarbieri@springfieldpolice.net<mailto:JBarbieri@springfieldpolice.net>
Cc: "Barbieri, Eleni"
<EBarbieri@springfieldpolice.net<mailto:EBarbieri@springfieldpolice.net>
Subject: Free Computer Carts
Commissioner,

The WMASS Regional Police Academy has two large portable laptop PC carts, both are wired to be plugged in and can power/charge the laptops that can be stored in each cart. We have been authorized to donate these items.

We wanted to know if SPD might be able to utilizes these tow carts maybe to store/charge MDT's that can be used for major incidents related to incident command, like your command center at the Sullivan Public Safety Complex?

You will need some able bodies with a box truck and ramp to pick them up. If SPD would like them, we would like to donate them to you agency. Please see attached pictures.

I look forward to hearing from you. Stay Safe

Respectfully,
Todd Mongeon
Training / Program Coordinator -Specialized Training Western Mass.
Regional Police Academy
1 Armory Square - Building #11
Springfield, Ma. 01102-9000
www.mass.gov/mptc<http://www.mass.gov/mptc>
Office: 781-437-0364
Fax: 413-755-6331

CONFIDENTIALITY NOTICE: This email communication and any attachments may contain confidential and privileged information for the use of the above recipients by the designee sender of the Springfield Police Department. If you are not the intended recipient, you are hereby notified that you have received this communication in error and that any review, disclosure, dissemination, distribution, retain or copying of it or its contents is prohibited. Please reply to the sender immediately by return e-mail or by telephone at (413)787-6308 and destroy / delete all copies of this communication and any attachments.



City Council

ADOPTED

Meeting: 11/14/16 07:00 PM
Initiator: Jennifer Whisher
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3712

41

FM Global Fire Prevention Grant - \$4,000 - No Match (Mayor Sarno)

WHEREAS, the Springfield Fire Department ("Department") has been awarded the FM Global Fire Prevention Grant in the amount of \$4,000.00 from Factory Mutual Insurance Company ("FM Global"); and

WHEREAS, the funds have been provided for the purpose of purchasing new tablets for prefire planning; and

WHEREAS, the Department intends to use the donation funds for the purposes outlined by the grantor; 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:

FM Global Fire Prevention Grant - \$4,000.00

FM Global
1175 Boston -Providence Turnpike
PO Box 9102
Norwood, MA 02062

RESULT: PASSED BY VOICE VOTE



REQUEST FOR GRANT SETUP

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

All fields are mandatory.

Date of Request	11.2.16
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 and Admin

Was this Grant previously setup for a prior fiscal year?
If yes, please indicate your previous project number: Y, 99134

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

Grant Type:

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

X Private/Other

Grant Name: FM Global

Attachment: Fire Prevention Grant Set-Up Form (3712 : FM Global Fire Prevention Grant - \$4,000 - No Match)

Total Grant Amount Awarded: \$ 4,000.00

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

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

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

Entity Name

Contact Person

Street Address

City, State, Zip Code

Telephone

Fax

E-Mail

Actual Award Date 11.1.16

Board Approval Date

Start Date

Expiration Date

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

Tablets for Fire Prevention

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)

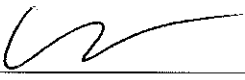
Please list all object codes needed for the grant.
(Attach additional sheets if additional orgs and roll-ups are needed):

Org Code: 29910220

Object Codes:
580900 \$4000

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

11-3-2016
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.

November 1, 2016

Adm. Officer Sullivan
Springfield Fire Department
605 Worthington Street
Springfield, Massachusetts 01105

Dear Adm. Officer Sullivan,

Congratulations. Your grant application for an FM Global fire prevention grant stood out among the hundreds we received and we will be funding \$4000 to purchase new tablets for prefire planning. We hope the additional funding will help to strengthen your efforts to ultimately, and more effectively prevent fire—the leading cause of property destruction worldwide.

In the coming weeks you will be contacted by an FM Global representative to set up a formal check presentation at your convenience. When arrangements have been made for the date and location of the presentation, please feel free to use the attached news release that we've prepared for you to promote news media interest—be it in advance of or after the event.

During the past 40 years, FM Global has awarded millions of dollars in funding to fire departments and related agencies worldwide. With a shared philosophy that the majority of property loss is preventable—not inevitable—we can make a difference in preventing the frequency and severity of fire...together.

Once again, congratulations on your recent fire prevention grant awarded by FM Global, one of the world's largest commercial property insurers.

If you have any questions regarding your award, please feel welcome to e-mail me.

Best wishes for continued success in your fire prevention endeavors.



Michael Spaziani
Manager - Fire Service Programs

*CC: Ted Pisciotta - Boston Operations
16-178 - Springfield Fire Department*

Attachment: Fire Prevention Grant Award Letter - 16-178 (3712 : FM Global Fire Prevention Grant - \$4,000 - No Match)



City Council

ADOPTED

Meeting: 11/14/16 07:00 PM
Initiator: Melanie Acobe
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3718

42

Springfield City Library Donations - \$530.00 (Mayor Sarno)

WHEREAS, the Library Department has been awarded donations totaling \$530.00 from various individuals; and

WHEREAS, the funds provided by the donors were designated for the Springfield City Library Donation Fund; and

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

Springfield City Library Donations - \$530.00

RESULT: PASSED BY VOICE VOTE

42.a

Packet Pg. 327

Benjamin Cowen
Martha Napolitan

276 Longhill St
Springfield, MA 01108

P.O. Box 1045

Kimberton, PA 19442

822

53-7054/2113

Oct. 27 20 16

PAY TO THE
ORDER OF

Springfield Public Library

\$ 50.00

fifty and ⁰⁰/₁₀₀

DOLLARS



Security features
are located
back of this check.

TD Banknorth

Summer Ave.
Springfield, MA 01108

donation

FOR A Memory of Mary Phillips

Martha Napolitan

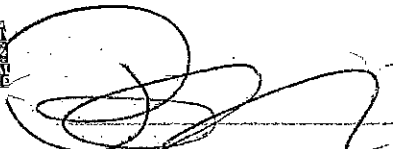
MP

⑆ 221370545⑆ 8245739468⑆

0822

Majestic America

SPECIAL BEANO BANK ACCOUNT ID 00209		6696
ELDER COUNCIL 69-K OF C-BINGO		53-6214/2118
460 GRANBY ROAD CHICOPEE, MA 01013-3604		
Date <u>Oct. 17 2016</u>		
Pay to the Order of <u>Springfield Library</u>	\$ <u>400.00</u>	
<u>Four Hundred dollars 00/100</u>	Dollars	 Security Features Details on Back.
ACH R/T: 211882143 ACH ACCT: 01020000055384		
For <u>donation - programs</u>		<u>[Signature]</u>
 Alden CREDIT UNION 710 GRANBY STREET CHICOPEE, MA 01020		<u>[Signature]</u>
⑆211882143⑆ 01 02 055384⑆ 6696		

	WHITE LION BREWING COMPANY 36 GARLAND ST. SPRINGFIELD, MA 01118 (413) 326-1829	1267
DATE <u>10/16/16</u>		53-71772118 22501
PAY TO THE ORDER OF <u>Springfield City Library</u>		☒ CHECK ☐ AMOUNT
<u>Eighty</u>		\$ <u>80.00</u>
PeoplesBank Holyoke, Massachusetts		DOLLARS
FOR <u>Sponsorship</u>		
⑈001267⑈ ⑆211871772⑆ 1056432180⑈		



City Council

ADOPTED

Meeting: 11/14/16 07:00 PM
Initiator: Christopher Fraser
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3723

43

Ridgewood Demolition Grant - No Match - \$50,000 (Mayor Sarno)

WHEREAS, the Office of Disaster Recovery and Compliance ("Department") has been awarded a "Ridgewood Demolition Grant" of \$50,000 from the Massachusetts Housing Investment Corporation; and

WHEREAS, the purpose of the funding is to assist in the revitalization of the City of Springfield's Maple High/Six Corners Neighborhood; and

WHEREAS, the Department intends to use the grant funds for the demolition of 22 Ridgewood Place, an abandoned building which has been vacant for approximately fifteen years; 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:

Ridgewood Demolition Grant - \$50,000

RESULT:	ADOPTED [12 TO 0]
AYES:	Hurst, Twiggs, Allen, Rooke, Williams, Ramos, Williams, Gomez, Ashe, Edwards, Walsh, Fenton
ABSENT:	Kenneth E. Shea



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	11/8/2016
Department Requesting Grant Setup	Comm Dev
Department Phone # (Please include extension)	6082
Name and Title of Person to Contact in Case of Questions	Cathy Buono
Was this Grant previously setup for a prior fiscal year?	
If yes, please indicate your previous project number: no	
If this is a new Grant, have you filled out the “Approval to apply for a grant” Form?	
(Y/N)	If yes, please attach a copy of the Approved Form.

Grant Type:

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

Grant Name: Ridgewood Demolition

Total Grant Amount Awarded: \$50,000.00

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	MHIC
Contact Person	Bruce Ehrlich
Street Address	70 Federal Street
City, State, Zip Code	Boston, MA 02222
Telephone	617-850-1040
Fax	
E-Mail	ehrich@mhic.com

Actual Award Date 10/18/2016

Board Approval Date

Start Date 10/18/2016

Expiration Date

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
Demolition of 22 Ridgewood Place

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) as needed

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

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

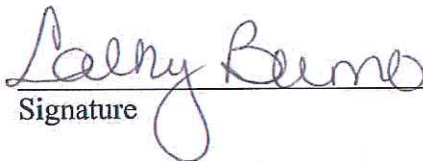
Please list all object codes needed for the grant.
(Attach additional sheets if additional orgs and roll-ups are needed):

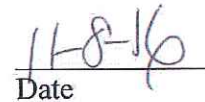
Org Code:

Object Codes: 529200

Budget Roll-Up Codes:

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


Signature


Date

Please attach the following documents:

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

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

Buono, Cathy

From: Quagliato, Tina
Sent: Monday, November 07, 2016 9:21 AM
To: Buono, Cathy
Subject: FW: Springfield Demolition Application
Attachments: Revised -Funding Request for Demolition of 22 Ridgewood Place.docx

Attached is the email from Bruce Ehrlich at MHIC. They approved the attached funding request.

Tina-Marie Quagliato
 Director of Disaster Recovery & Compliance
 36 Court Street, Room 405
 Springfield, MA 01103
 (413)750-2114

From: Bruce Ehrlich [mailto:ehrllich@mhic.com]
Sent: Tuesday, October 18, 2016 11:52 PM
To: Quagliato, Tina
Subject: FW: Springfield Demolition Application

Hi Tina – As you can see below, the AGO has approved your revised request. I will be out of the office until early next week on jury duty so will not be able to produce an official award letter anytime soon, so please accept this as your official notice. We can talk next week about the specific requisition procedures if you have any questions about that.

Bruce Ehrlich

From: Villa, Amber (AGO) [mailto:Amber.Villa@MassMail.State.MA.US]
Sent: Tuesday, October 18, 2016 10:58 AM
To: Bruce Ehrlich
Cc: Gardner, Nathan (AGO)
Subject: FW: Springfield Demolition Application

Dear Bruce:

The Springfield demolition proposal (as amended on October 18, 2016) has been approved. I did not notify the city directly as I do not know whether you have any specific procedures that you would like to follow in notifying the successful applicants of their grant award. Please let me know if you have any questions. We look forward to working with you on additional requests under the strategic demolition grant.

Regards,
 Amber

Amber Anderson Villa
 617-963-2452

From: Quagliato, Tina [mailto:tquagliato@springfieldcityhall.com]
Sent: Monday, October 17, 2016 1:59 PM
To: 'Bruce Ehrlich' <ehrllich@mhic.com>; Gardner, Nathan (AGO) <Nathan.Gardner@MassMail.State.MA.US>; Villa, Amber (AGO) <Amber.Villa@MassMail.State.MA.US>
Subject: RE: Springfield Demolition Application

Funding Request for Demolition of 22 Ridgewood Place

History of 22 Ridgewood Place, Springfield, MA

The City of Springfield is requesting funding for the demolition of 22 Ridgewood Place. It is located in the Maple-High/Six Corners Neighborhood and the Ridgewood Historic District, which is a primarily residential neighborhood that consists of large, historic homes. It is located at the intersection of Ridgewood Street and the nationally-known Mulberry Street, made famous by Dr. Seuss' book "And to think I saw it on Mulberry Street."

The building itself was constructed in 1964 and was formerly used as a Nursing Home and is not considered historically significant. The Springfield Historic Commission and the State Historic Commission have both assented to demolition. The City of Springfield foreclosed on this property in November 2007 for the non-payment of real estate taxes. The building was vacant and abandoned prior to the City's foreclosure and has remained in this condition for approximately fifteen years. The property has been a frequent attraction for illegal dumping and vagrants, and presents a serious fire hazard.

Since obtaining ownership of the property, the City has issued multiple Requests for Proposals for the purchase and redevelopment of the property. The building has also been reviewed for use as administrative office space for the City of Springfield, as use for school buildings by both the Springfield Public Schools and two separate Charter Schools and for use by the Hampden County Sheriff's Department for the Western Mass Alcohol Addiction Treatment Center. Despite the City's extensive efforts to attract someone to develop the building, due to the deteriorated condition of the building, lack of parking and residential zoning with in a residential neighborhood, the City has been unable to attract a qualified purchaser.

Current conservative estimates for rehabilitation now exceed \$3.5 million. Additionally, based on current square footage construction costs, the City anticipates that any school and/or public re-use would likely double that cost.

The City has come to the conclusion that due to the extensive deterioration of the building, high repair costs, environmentally hazardous materials used in construction, lack of parking and location within a primarily residential neighborhood, the building is not attractive for redevelopment. The City is confident that the only remaining feasible solution for eliminating the public safety hazard this building presents, is demolition. However, due to size and environmental conditions in the building, the demolition costs are very high. The City intends to use Community Development Block Grant and City Demolition Bond funding to supplement funding awarded by MHIC and the Attorney General's Office.

Consultation with Stakeholders

The Maple-High/Six Corners Neighborhood Council has issued a letter of support for the demolition of the building at 22 Ridgewood Place.

The City of Springfield Historic Commission has issued a Certificate of Hardship allowing the City of Springfield to proceed with demolition of 22 Ridgewood Place.

The Massachusetts Historic Commission has found that the demolition of the building at 22 Ridgewood Place would have No Significant Impact on the surrounding Ridgewood Historic District.

Additionally, the City has consulted with many neighbors, who have been unanimously in support of the demolition of the building, as it has had a negative impact on their neighborhood and property values. Additionally, several neighbors spoke in support of the demolition at the Springfield Historic Commission hearing. There were no neighbors who spoke in opposition of the demolition at the Springfield Historic Commission hearing.

The City has also been working with various non-profit and for-profit partners around the creation of homeownership, rental and commercial opportunities in the neighborhood. Those partners include VIVADevelopment, DevelopSpringfield, North End Housing Initiative, RR & Co and Icarian Real Estate. All of these partners are in support of the demolition of the building at 22 Ridgewood Place.

Link to Neighborhood Stabilization Goals and the Abandoned Housing Initiative

In 2009, in response to the foreclosure crisis, the City of Springfield was awarded Federal Neighborhood Stabilization Program (NSP) funds. Accepting NSP funding required the City to collect data and create a strategy to target neighborhoods with the highest blight and foreclosure rates. The Maple-High/Six Corners Neighborhood was one of the four census-tracts selected for targeted redevelopment by the City based on the data collected. Then, on June 1, 2011 an EF3 Tornado devastated the City of Springfield, with the Maple-High/Six Corners Neighborhood being one of the hardest hit neighborhoods in the City. Additionally, due to high poverty rates, low property values and a high rate of underinsured homeowners, the Maple-High/Six Corners Neighborhood has had the slowest recovery of all of the tornado impacted neighborhoods. Following the devastation left by the tornado, the neighborhood became the City's top redevelopment priority and has been the focus of intense public-private revitalization partnerships.

The City has worked with non-profit and for-profit partners to collaborate on the implementation of a comprehensive revitalization plan for the turn-around of this neighborhood. The City has utilized several available tools to carry-out this plan. The multi-prong strategy has included receivership, demolition, new construction, rehabilitation, historic preservation, tax foreclosure and aggressive code enforcement. The City has partnered with developers to either rehabilitate/preserve existing structures or to construct new homes where buildings have been beyond the point of rehabilitation. The City has also constructed a new, state of the art, neighborhood elementary school

This strategy has included an investment of over \$45 million in Federal CDBG Historic Preservation, HOME Investment Partnership Funds, Neighborhood Stabilization Program, Massachusetts School Building Authority, Community Development Block Grant – Disaster Recovery funds, in addition to soon to be contract National Disaster Resilience Competition Funding, all leveraged by investments of hundreds of thousands in private funding. These funds have allowed for the currently-underway

preservation of two long abandoned historic commercial buildings, four Victorian row-houses and a historic multi-family apartment building along the Maple Street corridor. Funds have also restored three historic Victorian homes along Mill Street. The partnership has also allowed for the construction of seventeen new houses which provide new homeownership opportunities along the Central Street Corridor, as well as, preservation and upgrades to two historic apartment buildings. Additionally, the City has been able to rebuild Brookings School, a state of the art, elementary school that primarily serves low-income students in the neighborhood and has in recent years undergone a drastic turnaround from underperforming status. The City has also implemented ten successful receiverships, demolished 22 abandoned and blighted buildings and foreclosed on, and auctioned 40 properties to private developers for redevelopment. Finally, the City has committed funding to the realignment of the Central Street corridor and the expansion of Ruth Elizabeth Park, located across the street from the new Brookings Elementary School.

The City believes all of these projects are tantamount to the turnaround and recovery of the Maple-High/Six Corners Neighborhood. The City is confident that the demolition of the long abandoned property at 22 Ridgewood Place is a key component of this turnaround.

Funding Request and Leverage of Funding

The City is estimating demolition costs at \$423,000 for this building. The City has secured \$373,000 in HUD Community Development Block Grant Funding and City Demolition Bond funding to leverage the \$50,000 in funding requested from MHIC and the Attorney General for demolition of this building.

Additionally, the \$50,000 invested by MHIC and the Attorney General's Office would be leveraged by the \$45 million spent revitalizing the Maple-High/Six Corners Neighborhood.

Request for Expedited Review

The City is requesting an expedited review of this application. The City originally submitted a funding request for this demolition in July. The City needs to move forward with this demolition as soon as possible. The City committed to the neighborhood residents that have dealt with this property that it would be demolished in the fall and had no other option but to move forward. The demolition work has already been publicly bid and contracted and the City's contractor is ready to move forward with the necessary environmental abatement the first week of October.

Proposed Redevelopment of 22 Ridgewood Place

The City commits to issuing a Request for Proposals for Redevelopment of the land at 22 Ridgewood Place within six months of demolition. The City will consider proposals that include permissible reuses such as greenspace, parking, abutter use and/or single family housing. The lot is large enough to allow for the creation of three potential single family building lots. Multi-family and institutional re-uses will not be permitted.



70 Federal Street
 Boston, MA 02110
 Tel: (617) 850-1000
 Fax: (617) 850-1100

Guilliaem Aersten
 Chairman

Joseph L. Flatley
 President and CEO

November 13, 2016

Tina-Marie Quagliato
 Director of Disaster Recovery & Compliance
 City of Springfield
 36 Court Street, Room 405
 Springfield, MA 01103

**RE: MHIC Abandoned Housing Initiative Demolition Fund
 22 Ridgewood Place**

Dear Ms. Quagliato:

We are pleased to inform you that the Massachusetts Housing Investment Corporation ("MHIC"), has granted approval of your request for funding assistance for the above referenced property from the Abandoned Housing Initiative Demolition Fund (the "AHI Grant"), subject to the terms and conditions hereinafter set forth in this letter.

Grantee: City of Springfield

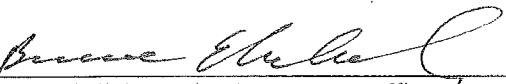
Project Description: Demolition of 22 Ridgewood Place, Springfield, MA

Grant Amount: \$50,000

Eligible Costs: All demolition and disposal costs, including related third-party professional and permit costs. Grant funds will be advanced after demolition has been completed, as evidenced by a funding requisition, photo of completed demolition, and submission of applicable permit and disposal documentation.

Please return one signed copy of this letter to MHIC within one month of the date of this letter. This Commitment of AHI Loan funds will expire 30 days from the date of this letter.

Massachusetts Housing Investment Corporation

By: 
 Bruce Ehrlich, Senior Investment Officer

Accepted and agreed to by Grantee:

By:  Date: 11/14/16
 Name and Title

Attachment: Ridgewood Demolition Grant Award (3723 : Ridgewood Demolition Grant - No Match - \$50,000)



City Council

ADOPTED

Meeting: 11/14/16 07:00 PM
Initiator: Christopher Fraser
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3727

44

Section 108 Loan - No Match - \$1,500,000 (Mayor Sarno)

WHEREAS, the Office of Community Development ("Department") has been awarded a Section 108 Loan of \$1,500,000 from the United States Department of Housing and Urban Development; and

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

WHEREAS, the Department intends to use the funding to support Springfield's Downtown Dining District Loan Fund Project, which provides low-interest financing for restaurants in downtown Springfield; and

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

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

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

Section 108 Loan - \$1,500,000

RESULT:	ADOPTED [12 TO 0]
AYES:	Hurst, Twiggs, Allen, Rooke, Williams, Ramos, Williams, Gomez, Ashe, Edwards, Walsh, Fenton
ABSENT:	Kenneth E. Shea



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	11/8/2016
Department Requesting Grant Setup	Comm Dev
Department Phone # (Please include extension)	6082
Name and Title of Person to Contact in Case of Questions	Cathy Buono

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

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

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

Grant Name: Section 108 Loan

Total Grant Amount Awarded: \$1,500,000.00

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	US Dept of HUD
Contact Person	Paula Newcomb
Street Address	10 Causeway Street
City, State, Zip Code	Boston, MA 02222
Telephone	617-994-8378
Fax	617-565-5442
E-Mail	pnewcomb@hud.com

Actual Award Date 09/29/2016

Board Approval Date

Start Date 10/28/2016

Expiration Date

Renewal Action Date (optional)

If there are any Matching Funds:

Type

Percent

Amount

Is there any Leverage? HUD FUNDING ONLY-No

Source

Amount

Comments re: Description/Purpose of Grant

This loan guarantees with support Springfield's Downtown Dining District Loan Fund Project. The City will use Section 108 Loan Guarantee financing to establish a low-interest fund for restaurants in downtown Springfield.

Comments re: Conditions/Restrictions of Grant

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

If applicable enter the State ID # :

What is the required drawdown frequency?

(Ex: Monthly, Quarterly) as needed

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

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

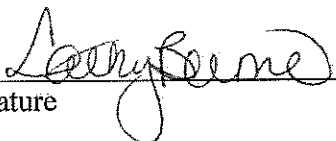
Please list all object codes needed for the grant.
(Attach additional sheets if additional orgs and roll-ups are needed):

Org Code:

Object Codes: 530105

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

11-8-16
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.

Funding Approval/Agreement

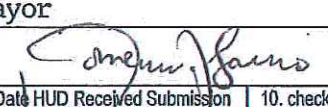
Title I of the Housing and Community Development Act (Public Law 930383)

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Community Development Block Grant Program

HI-00515R of 20515R

1. Name of Grantee (as shown in item 5 of Standard Form 424) CITY OF SPRINGFIELD, MA	3. Grantee's 9-digit Tax ID Number	4. Date use of funds may begin (mm/dd/yyyy)
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) 70 Tapley Street Springfield, MA 01104	5a. Project/Grant No. 1 B-16-MC-25-0023	6a. Amount Approved
	5b. Project/Grant No. 2	6b. Amount Approved
	5c. Project/Grant No. 3	6c. Amount Approved

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

U.S. Department of Housing and Urban Development (By Name) Stanley Gimont	Grantee Name CITY OF SPRINGFIELD, MA
Title Deputy Assistant Secretary for Grant Programs (Acting)	Title Mayor
Signature 	Signature 
Date (mm/dd/yyyy) SEP 29 2016	Date (mm/dd/yyyy) 10/28/16

7. Category of Title I Assistance for this Funding Action (check only one) ☐ a. Entitlement, Sec 106(b) ☐ b. State-Administered, Sec 106(d)(1) ☐ c. HUD-Administered Small Cities, Sec 106(d)(2)(B) ☐ d. Indian CDBG Programs, Sec 106(a)(1) ☐ e. Surplus Urban Renewal Funds, Sec 112(b) ☐ f. Special Purpose Grants, Sec 107 ☒ g. Loan Guarantee, Sec 108	8. Special Conditions (check one) ☐ None ☒ Attached	9a. Date HUD Received Submission (mm/dd/yyyy) 9b. Date Grantee Notified (mm/dd/yyyy) 9c. Date of Start of Program Year (mm/dd/yyyy)	10. check one ☒ a. Orig. Funding Approval ☐ b. Amendment Amendment Number
11. Amount of Community Development Block Grant			
a. Funds Reserved for this Grantee	FY ()	FY ()	FY ()
b. Funds now being Approved			
c. Reservation to be Cancelled (11a minus 11b)			

12a. Amount of Loan Guarantee Commitment now being Approved \$1,500,000	12b. Name and complete Address of Public Agency
Loan Guarantee Acceptance Provisions for Designated Agencies: The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.	12c. Name of Authorized Official for Designated Public Agency
	Title
	Signature

HUD Accounting use Only

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

Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By
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City Council

ADOPTED

Meeting: 11/14/16 07:00 PM
Initiator: Melanie Acobe
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3715

45

Bills of Prior Year - Various Departments (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 that the Departments listed on the attached Schedule One may pay bills from a previous fiscal year totaling \$7,436.65; and

WHEREAS, the departments listed on Schedule One will make payment for unpaid bills of a previous fiscal year from their FY17 General Fund Operating Budgets; 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;

NOW THEREFORE BE IT ORDERED, that the City Council approves the payment of the bills listed on the attached Schedule One from the FY17 General Fund Departmental Operating Budgets for the expenses incurred in a previous fiscal year.

RESULT:	ADOPTED [12 TO 0]
AYES:	Hurst, Twiggs, Allen, Rooke, Williams, Ramos, Williams, Gomez, Ashe, Edwards, Walsh, Fenton
ABSENT:	Kenneth E. Shea

Department	Invoice #	Vendor	Date	Reason
Library	4787	TNT Cleaning Services, Inc.	6/24/2016	FY16 Services Rendered
Facilities	Various	Rest in Peace Pest Control Inc. Exterminators	6/7/2016	FY16 Services Rendered
TOTAL				

Amount
\$7,361.65
\$ 75.00
\$7,436.65

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: November 7, 2016
Re: Order for Council Meeting – November 14, 2016
Cc: Mayor Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the November 14, 2016 Council meeting, which will pay prior years' invoices totaling \$7,436.65 from various departments. Pursuant to Mass. General Laws Ch. 44 Section 64 and Chapter 468 of the Acts of 2008, a two-thirds vote by the City Council is required to approve payment of all invoices from previous fiscal years.

Background: This is a request to allow the Department's listed below to pay previous year's bills from the current year (FY17) budget. Listed below are the department invoices, due dates, reason and amounts.

Department	Invoice #	Vendor	Date	Reason	Amount
Library	4787	TNT Cleaning Services, Inc.	6/24/2016	FY16 Services Rendered	\$7,361.65
Facilities	Various	Rest in Peace Pest Control Inc. Exterminators	6/7/2016	FY16 Services Rendered	\$ 75.00
TOTAL					\$7,436.65

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

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

Attachment: CAFO Cert- 11_14_16 BOPs (3715 : Bills of Prior Year - Various Departments)



City Council

ADOPTED

Meeting: 11/14/16 07:00 PM
Initiator: Kathy Breck
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3724

46

Order of Taking Of NS Central Street (Parcel #02560-0017), and NS Central Street, Formerly Known as 90 Central Street (Parcel #02560-0019), For Marble Street Traffic Project and Economic Development Purposes (Mayor Sarno)

IT IS ORDERED THAT the City Council, acting pursuant to Mass. General Laws Chapter 43, Section 30 and Mass. Gen. Laws Chapter 79, at the request of the Department of Public Works, and the Office of Planning and Economic Development, does hereby take by eminent domain in the name and on behalf of the City of Springfield, two parcels of land located at NS Central Street, Springfield, MA. (City Parcel #02560 -0017), and NS Central Street, formerly known as 90 Central Street, Springfield, MA. (City Parcel #02560-0019), (collectively referred to herein as the "Parcels"), in fee simple, for municipal purposes, as follows:

Parcel #02560-0017: The City is taking the property at NS Central Street, a vacant parcel consisting of approximately 5,740 square feet, for economic development, which may include reuse as part of the former Gemini site.

Parcel #02560 -0019: The City is taking the property at NS Central Street, formerly known as 90 Central Street (City Parcel # 02560-0019), a vacant parcel consisting of approximately 6,039 square feet, for two separate purposes: 2,102 square feet will be used for improvements to and expansion of Morris Street; and the remaining 3,937 square feet of the property will be used for economic development purposes, which may include reuse as part of the former Gemini site.

An appropriation of money has been duly made for this purpose by an order previously approved by the City Council.

The Parcels are taken together with all rights therein, both legal and equitable, including all privileges, appurtenances, restrictions, and conditions, and all estates and rights of reverter, together with all trees and shrubs upon said land and all structures and improvements affixed to said land, herein, free of all liens and encumbrances. The Property is taken subject to easements of record at the time of the recording of this Order.

TAKING IN FEE SIMPLE

It is ORDERED that the Parcels described below are taken in fee simple, pursuant to and by virtue of Mass. General Laws Chapter 43, Section 30 and Mass. General Laws Chapter 79 for municipal purposes, including any structures, improvements, trees and shrubs located thereon:

1) NS Central Street, Springfield, MA. (Parcel #02560-0017), a certain parcel of land shown as Parcel 2-X-3 on a plan entitled "Springfield, MA., Ashmun and Morris Street, Street Layout and Alteration, Prepared for the Board of Public Works", dated June 29, 2015, by Sherman and Frydryk, LLC, Land Surveying and Engineering, a copy of which is attached hereto as Exhibit A, and recorded in the Hampden County Registry of Deeds, Plan Book _____, Page _____, bounded and described as follows:

SOUTHEASTERLY by Central Street, sixty-eight and 63/100 (68.63) feet;

NORTHEASTERLY by Morris Street, eighty-six and 27/100 (86.27) feet:

NORTHWESTERLY by land now or formerly of Catherine E. Walls and land now or formerly of James A. Rumrill's heirs, seventy and 97/100 (70.97) feet; and

SOUTHWESTERLY by land now or formerly of Alice W. Wright, eighty-six and 81/100 (86.81) feet;

Being Parcel #2 conveyed to Joseph A. Cirelli and Carmel M. Cirelli, by deed of Cirelli, Inc., and recorded in the Hampden County Registry of Deeds at Book 14686, Page 116 (Parcel #2).

The Parcel consists of 5,740 square feet, more or less, and is being taken for economic development purposes, which may include reuse as part of the former Gemini site.

2) NS Central Street, formerly known as 90 Central Street, Springfield, MA (City Parcel # 02560-0019), a certain parcel of land shown as Parcel 2-C-2 and Parcel 2-X-2 on a plan entitled "Springfield, MA., Ashmun and Morris Street, Street Layout and Alteration, Prepared for the Board of Public Works", dated June 29, 2015, by Sherman and Frydryk, LLC, Land Surveying and Engineering, a copy of which is attached hereto as Exhibit A, and recorded in the Hampden County Registry of Deeds, Plan Book _____, Page _____, bounded and described as follows:

NORTHERLY AND EASTERLY by land now or formerly of J.B. Rumrill;

SOUTHERLY by Central Street;

WESTERLY by land now or formerly of John McMahon;

Being Parcel #1 conveyed to Joseph A. Cirelli and Carmel M. Cirelli, by deed of Cirelli, Inc., and recorded in the Hampden County Registry of Deeds at Book 14686, Page 116 (Parcel #1).

This parcel is being taken for two separate purposes:

Parcel 2-C-2 : A certain parcel of land containing an area of 2,102 square feet , is taken for improvements and expansion of Morris Street. This parcel is shown as Parcel No. 2-C-2 on the plan attached hereto as Exhibit A, which is bounded and described as follows:

Beginning at a gun barrel at the intersection of the southerly line of Morris Street and the westerly line of Central Street as shown on said plan, thence running;

S 41° 19' 28" W	twenty one and 04/100 (21.04') feet along the westerly line of said Central Street to a point at the northeasterly corner of Parcel No. 2-X-2 as shown on said plan, thence turning and running;
N 47° 34' 20" W	eighteen and 95/100 (18.95') feet within land of Joseph A. & Carmel M. Cirelli and along last named Parcel to point, thence turning and running;
Northwesterly	in a curve to the left having a radius of two hundred and 00/100 feet (200.00') a length of sixty eight and 73/100 feet (68.73') within last named land and along last named Parcel, to a point on the easterly line of land of the City of Springfield and the northeasterly corner of Parcel No. 2-X-1 as shown on said plan, thence turning and running;
N 41° 35' 07" E	thirty three and 26/100 (33.26') feet along last named land to a point on the southerly line of said Morris Street, thence turning and running;
S 47° 13' 17" E	eighty six and 41/100 (86.41') feet along the southerly line of said Morris Street to the point of beginning.

and

Parcel 2-X-2: The balance of the parcel, containing an area of 3,937 square feet, is taken for economic development. This parcel is shown as Parcel 2-X-2 on the plan attached hereto as Exhibit A, which is bounded and described as follows:

Beginning at a point on the westerly line off Central Street, said point located S 41° 19' 28" W twenty one and 04/100 (21.04') feet from a gun barrel located at the intersection of the westerly line of said Central Street and the southerly line of Morris Street as shown on said plan, thence running;

S 41° 19' 28" W	forty seven and 57/100 (47.57') feet along the westerly line of said Central Street to a point at the northeasterly corner of Parcel No. 2-X-3 as shown on said plan, thence turning and running;
N 48° 46' 02" W	eighty six and 71/100 (86.71') feet along last named Parcel and land of Joseph A. & Carmel M. Cirelli to a point at the northeasterly corner of land of the City of Springfield as shown on said plan, thence turning and running;

N 41° 35' 07" E thirty seven and 68/100 (37.68') feet along other land of the City of Springfield and along Parcel No. 2-X-1 as shown on said plan to a point at the southwesterly corner of Parcel No. 2-C-2 as shown on said plan, thence turning and running;

Southeasterly in a curve to the right having a radius of two hundred and 00/100 feet (200.00') a length of sixty eight and 73/100 feet (68.73') within other land of Joseph A. & Carmel M. Cirelli and along last named Parcel to a point, thence turning and running;

N 47° 34' 20" E eighteen and 95/100 (18.95') feet within last named land and along last named Parcel to the point of beginning.

AWARD OF DAMAGES

It is ORDERED that the City of Springfield makes the following award for damages sustained by the owners of the Parcels, and to mortgagees as required by law, by reason of the taking in fee, including any buildings, improvements, trees or shrubs, and all personal property, and inclusive of an allocation for taxes paid pursuant to Mass. Gen. Laws ch. 79, sec. 12:

Parcel/Address:	Owner of Record/Mortgagee:	Damage Award:
NS Central Street, Parcel #02560-0017	Joseph A. Cirelli and Carmel M. Cirelli	\$50,400
NS Central Street, formerly known as 90 Central Street Parcel #02560-0019	Joseph A. Cirelli and Carmel M. Cirelli	\$51,300
		Total Damages: \$101,700

Although said parcels are stated above as belonging to the named owners, the ownership of said parcels are stated herein only insofar as said ownership is known or has been determined by the City Council, and accordingly, if so stated and shown only as a matter of information and belief.

Such taking is made subject to the prior payment of any unpaid taxes, water and sewer use charges, betterments, and municipal charges, if any, to the City of Springfield.

Upon the effective date of the taking, any outstanding mortgages and liens of record on the property shall be extinguished, and no longer an encumbrance against the real estate, and converted to an equitable lien against the pro tanto damage award.

It is further ORDERED that the City Treasurer be and is hereby authorized to pay said sums to the owners of the land specified above, or to their heirs, successors or assigns when the same shall become payable as above provided;

that no damages be awarded other than those above mentioned, inasmuch as no other damages will be sustained by any person, firm or corporation in their land;

that no assessments be levied;

that the City Clerk, in the name and on behalf of the City, is hereby directed to give notice in compliance with Chapter 79 of the Massachusetts General Laws;

that within 30 days after the adoption of this order, the City Clerk is hereby order to certify and record a copy hereof in the Hampden County Land Registry.

Approved by the City Council on _____, 2016:

City Clerk

Approved pursuant to Mass. Gen. Laws ch. 43 § 30:

Domenic J. Sarno, Mayor

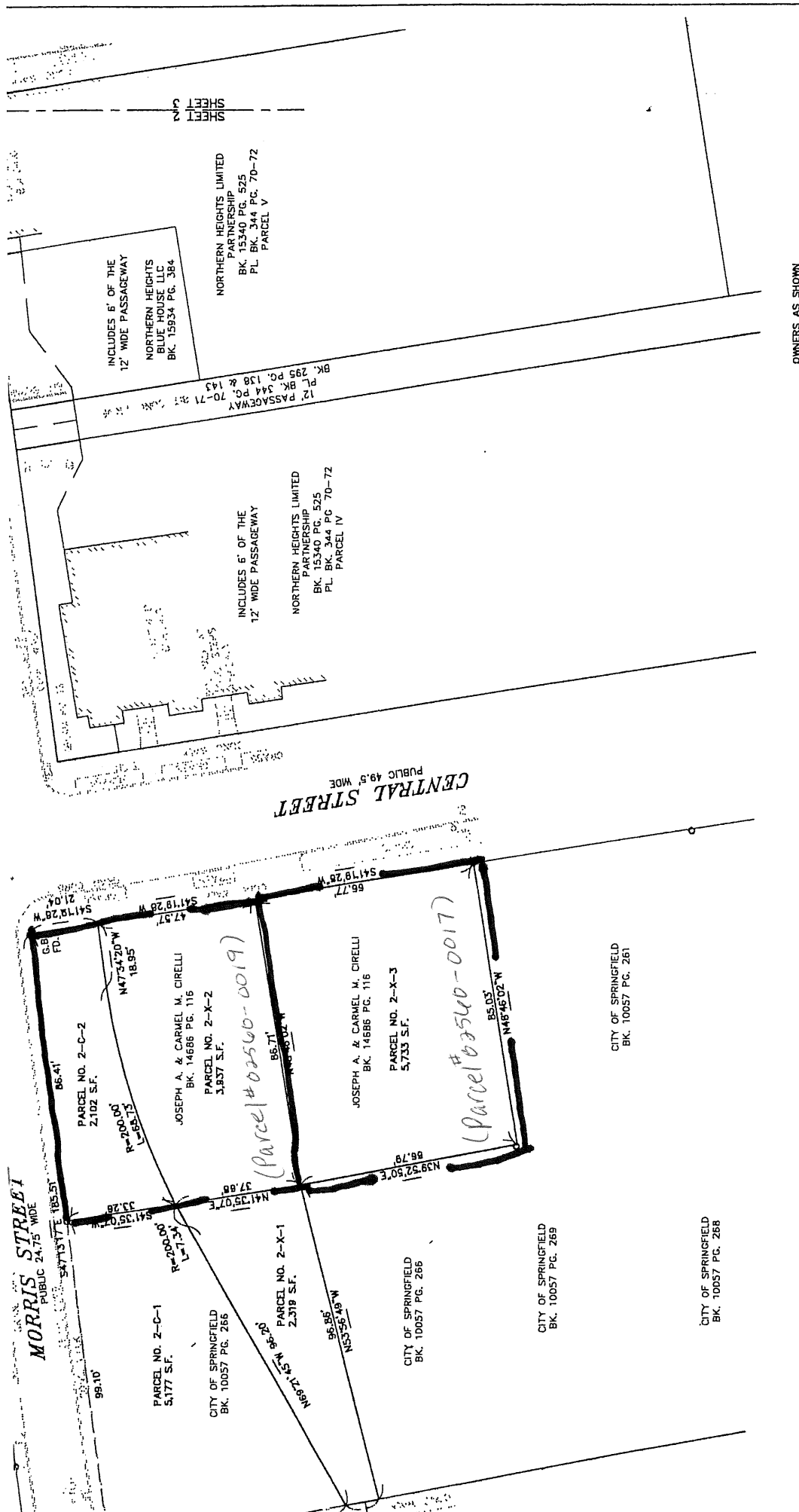
Date signed: _____

FINANCIAL IMPACT:

The City is awarding a total of \$101,700 in damages for the 2 parcels, with Parcel #02560-0017 awarded \$50,400, and Parcel #02560-0019 awarded \$51,300. There is a separate Order of Appropriation on the agenda for this purpose. The funding source is the CDBG- Disaster Recovery Economic Development account.

RESULT:	ADOPTED [12 TO 0]
AYES:	Hurst, Twiggs, Allen, Rooke, Williams, Ramos, Williams, Gomez, Ashe, Edwards, Walsh, Fenton
ABSENT:	Kenneth E. Shea

EX-A



OWNERS AS SHOWN

SPRINGFIELD, MA
ASHMUN & MORRIS STREET
STREET LAYOUT AND ALTERATION
PREPARED FOR
THE BOARD OF PUBLIC WORKS

SCALE 1"=20'
DESIGNED BY: TRF
DRAWN BY: TRF/KAM
DATE: 06/29/2015
CHECKED BY: TRF
FILE NO. 13176-LO

DATE STATION TO STATION REVEN BY REMARKS

ACCEPTED UNIT ORDER ENTRY STARTED COMPLETED BY STATION TO STATION SURVEY BOOK NO. PAGE

PLAN PREPARED BY:
SHERMAN & FRIDRICK, LLC
Land Surveying and Engineering
3 Converse Street, Suite 203
Palmer, MA 01069

HOR. SCALE IN FEET
20 0 10 20 40

ANY HAS BEEN
WITH THE
OF THE
THE
MASSACHUSETTS
DATE

5-37738



City Council

ADOPTED

Meeting: 11/14/16 07:00 PM

Initiator: Kathy Breck

Sponsors: Mayor Domenic J. Sarno

DOC ID: 3725

47

Order of Appropriation for Eminent Domain Taking of 2 Parcels on Central Street, for \$101,700 (Mayor Sarno)

WHEREAS, the Department of Public Works and the Office of Planning and Economic Development have requested that the Springfield City Council approve an Order of Taking authorizing the eminent domain takings of two (2) vacant parcels at NS Central Street/formerly 90 Central Street (Parcel #02560-0019), and NS Central Street (Parcel #02560-0017), in fee, all as more particularly described in the *Order of Taking* which has been filed with the City Council; and

WHEREAS, the Parcel at NS Central Street/formerly 90 Central Street (Parcel #02560-0019) is being taken for two separate municipal purposes:

*2,012 sf is taken for improvements and expansion of Morris Street, as part of the Marble Street Traffic Project; and

*3,937 sf is taken for economic development, which may include reuse as part of the former Gemini site; and

WHEREAS, the Parcel at NS Central Street (Parcel #02560-0017), is being taken for economic development, which may include reuse as part of the former Gemini site; and

WHEREAS, the City obtained appraisals and review appraisals of the value of the parcels, met with the property owner, and has agreed to an administrative settlement of the value of the parcels, and requests the City Council to appropriate the funds necessary to compensate the property owner for the eminent domain takings of the parcels, and proposes to award \$50,400 for Parcel #02560-0017, and \$51,300 for Parcel #02560-0019, for a total award of \$101,700, to be paid from the CDBG - Disaster Recovery Economic Development Account;

WHEREAS, the Chief Administrative and Financial Officer has certified to the Mayor and City Council, that in his professional opinion, after an evaluation of all pertinent financial information reasonably available, 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 appropriation of funds described herein, to pay damages for the proposed eminent domain takings described in the Order of Taking, 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;

IT IS ORDERED, that pursuant to its authority under Mass. Gen. Laws Chapter 43, Section 30, Mass. Gen. Laws Chapter 79, Mass. Gen. Laws Chapter 44, Section 32, and Chapter 468 of the Acts of 2008, the City Council hereby appropriates the sum of **One Hundred One Thousand Seven Hundred and 00/100 Dollars (\$101,700.00)** for the payment of damages for the anticipated taking of the 2 parcels described herein, for the stated municipal purposes, to be paid from the following account:

Account # 26401817-580100-64014

CDBG-Disaster Recovery Economic Development Account - \$101,700

FINANCIAL IMPACT:

The appropriation for the eminent domain taking of 2 parcels is \$101,700. The proposed award for NS Central Street (Parcel #02560-0017) is \$50,400, and the proposed award for NS Central Street, formerly 90 Central Street (Parcel #02560-0019) is \$51,300.

RESULT:	ADOPTED [12 TO 0]
AYES:	Hurst, Twiggs, Allen, Rooke, Williams, Ramos, Williams, Gomez, Ashe, Edwards, Walsh, Fenton
ABSENT:	Kenneth E. Shea



City Council

ADOPTED

Meeting: 11/14/16 07:00 PM
Initiator: Jennifer Whisher
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3709

48

Order Approving Contract Over 3 Years for Lease/Purchase Financing of Fire Apparatus (Mayor Sarno)

WHEREAS, Massachusetts General Laws chapter 30B, section 12(b) provides that the Chief Procurement Officer may not award a contract for more than three(3) years without a majority vote of the governmental body; and

WHEREAS, the Fire Department is in need of one Pierce PUC Pumper Fire Apparatus and is requesting to utilize a 6-year lease/purchase financing plan; and

WHEREAS, the Fire Department is going out to bid for the lease/purchase financing in order to secure the lowest interest rate offered for the dollar amount range of the Fire Apparatus. The 6 year term of the contract is required in the bid;

WHEREAS, the Fire Department is requesting authorization to award a contract over 3 years for the lease financing of the fire apparatus; and

WHEREAS, the Fire Department has determined that a 6-year contract would be more beneficial to the City than a 3-year contract, for the following reasons: six year contract will spread payments out over a reasonable period of time while still allowing financing companies to offer attractive and reasonable interest rates, will support the sustainability of Fire Apparatus, will provide budget sustainability by scheduling annual costs over time rather than making a large purchase in one lump sum, and enables the Fire Department to own the Fire Apparatus at the end of the lease term at no additional cost; and

WHEREAS, for the reasons set forth above, the Fire Department has recommended that a 6 year term is more beneficial and cost effective than a 3-year term;

NOW THEREFORE BE IT ORDERED, pursuant to Mass. Gen. Laws ch. 30B, section 12(b), that the City Council approves the awarding of a contract of six (6) years for the lease-purchase financing of one Pierce PUC Pumper Fire Apparatus.

RESULT:	ADOPTED [11 TO 0]
AYES:	Hurst, Twiggs, Allen, Williams, Ramos, Williams, Gomez, Ashe, Edwards, Walsh, Fenton
ABSENT:	Kenneth E. Shea, Timothy J. Rooke

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: November 9, 2016
Re: Order for Council Meeting – November 14, 2016
Cc: Mayor Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the November 14, 2016 City Council meeting that requests approval for a six-year contract to be included in an invitation for bid (IFB) issuance for an apparatus for the Fire Department.

Background: In an effort to maintain newer, more efficient fire apparatus, the Fire Department regularly schedules the replacement of older models in the fleet. By leasing new fire apparatus to replace aging models, the City reduces both maintenance and supply costs. Furthermore, by breaking down the payments into multiple years, the City is able to make more affordable yearly payments instead of issuing debt for the purchase. In past years, bid submissions have shown that six-year leases have the most advantageous prices and are the most affordable over time.

The City has an opportunity to receive special pricing for the leasing of an apparatus as part of a collaborative purchasing agreement. However, this offer expires November 30th and the City must have all documentation to the collaborative prior to the deadline. This small window of opportunity left the City with little time to advertise and award the bid after the November 14th Council meeting. Therefore, an IFB for the apparatus lease is currently open for bid until Thursday, November 17th. The Office of Procurement has advised all bidders that the bid award is contingent upon Council approval of the lease being entered into.

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

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

Attachment: CAFO Cert - Fire Apparatus 6 Year Lease (3709 : Contract for Lease/Purchase Financing of Fire Apparatus)



City Council

ADOPTED

Meeting: 11/14/16 07:00 PM
Initiator: Anthony I. Wilson
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3730

49

Order to Approve Revised Host Community Agreement with Hampden Care Facilities, Inc. (Mayor Sarno)

HOST COMMUNITY AGREEMENT
BETWEEN
THE CITY OF SPRINGFIELD
AND
HAMPDEN CARE FACILITIES, INC.

This **HOST COMMUNITY AGREEMENT** made on this ____ day of ____, 2016 by and between the **City of Springfield**, a municipal corporation existing within the Commonwealth of Massachusetts, acting by and through its Chief Development Officer, with the approval of its Mayor, hereinafter referred to as the "**City**", and **Hampden Care Facilities, Inc.**, a Massachusetts non-profit corporation, with a usual place of business located at _____, Springfield, Massachusetts 01104, hereinafter referred to as "**Hampden Care**". The City and Hampden Care shall be collectively known herein as "the Parties".

Witnesseth That:

WHEREAS, in accordance with all applicable Massachusetts laws and regulations, the City has conducted a two-phased RFP/Q solicitation process for Medical Marijuana Treatment Center proposals in Springfield;

WHEREAS, Hampden Care has been incorporated under Chapter 180 of the Massachusetts General Laws to provide marijuana for medical use to patients of Hampden Care, and desires to establish and operate a marijuana for medical use retail dispensary in Springfield located at 506 Cottage Street (the "Dispensary"); and

WHEREAS, the Massachusetts Department of Public Health ("DPH") has informed Hampden Care that it is being reviewed as a provisional licensee to operate a Registered Marijuana Dispensary ("RMD"), and upon receipt of a final Certificate of Registration to operate an RMD from DPH, Hampden Care will have the legal authority to operate its Dispensary; and

WHEREAS, at the conclusion of Phase II (RFP/Q No. 16-090) of the City's solicitation process, the City selected Hampden Care as the highest ranked proposal; and

WHEREAS, Hampden Care desires to support community initiatives and interests in Springfield to express its appreciation for the community support it has received to operate an RMD in Springfield; and

WHEREAS, Hampden Care desires to mitigate any actual or potential adverse community impacts from dispensing medical marijuana and holding medical marijuana inventory in Springfield and to improve the security and health of the people of Springfield; and

WHEREAS, the City and Hampden Care enter into this Host Community Agreement to

memorialize the terms of Hampden Care's support of community initiatives and interest in Springfield and Hampden Care's commitment to mitigate actual or potential adverse community impacts from dispensing medical marijuana and holding medical marijuana inventory in Springfield; and

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

1. The preamble set forth above, the City's Phase I and Phase II RFP/Q Solicitations, and Hampden Care's proposals in response to the City's Phase I and Phase II RFP/Q Solicitations are hereby incorporated and made part of this Agreement.

2. **Host Community Donations:** Based on Hampden Care receiving a final Certificate of Registration to operate an RMD in Springfield, during the term of this Agreement (as defined in Section 5), Hampden Care shall make the following Host Community Donations to the City as follows:

(a) **Calendar Year 2016 - 2017** - As Hampden Care will not be fully operational in 2016 or 2017 but, rather, will be involved in obtaining necessary licenses and permits and then completing the build-out; there will be nothing paid to the City of Springfield.

(b) **Calendar Year 2018** - Hampden Care shall donate to the City \$50,000 in two (2) installments, the first payment of \$25,000 due on 1/2/2018 and the second payment of \$25,000 due 180 days thereafter, as well as \$50,000 paid directly to the Springfield Police Department, due 12/31/2018. Additionally Hampden Care shall pay to the City 1.5% of gross sales revenue during the Calendar Year 2018, to be paid within 90 days of 12/31/2018.

(c) **Calendar Year 2019** - On or before February 1, 2019, Hampden Care shall donate to the City the sum of \$100,000 in two (2) installments, the first payment of \$50,000 due on 1/2/2019 and the second payment due on or before 12/31/2019, as well as \$50,000 paid directly to the Springfield Police Department on or before 12/31/2019. Additionally Hampden Care will pay 2% of the gross sales revenue during the Calendar Year 2019, to be paid within 90 days of 12/31/2019.

(d) **Calendar Year 2020** and succeeding years beginning on February 1, 2020, Hampden Care shall donate to the City the sum of \$150,000 in two (2) installments, the first payment of \$75,000 due on January 2nd of each year and the second payment due on or before December 31st of each successive year as well as \$50,000 paid directly to the Springfield Police Department. Additionally Hampden Care shall pay to the City 2.5% of the gross sales revenue for each year of operation to be paid on a quarterly basis within sixty (60) days from the end of each quarter.

(e) All payments described above are to be paid as long as this Agreement is in effect and Hampden Care is operating within the City of Springfield.

(f) The term "gross sales" shall mean the grand total of all sales transactions, without any deductions included in the figure. This definition shall include any retail sales occurring at the RMD including, but not limited to, medical marijuana and any other products that facilitate the use of marijuana for medical purposes, such as vaporizers, and as further defined in 105 CMR 725.004.

Host Community Donations shall be made payable to the City as directed by the Mayor or his delegate.

3. **Fairness and Uniformity:** As it is possible that the City of Springfield will reach agreements with other vendors to operate medical marijuana facilities, the parties agree that fairness and uniformity with respect to the selection process and host agreements should govern all such facilities. Therefore, the parties agree that all other medical marijuana facilities shall follow the exact same practice and procedures that Hampden Care has been required to pursue. All other medical marijuana facilities shall enter into a Host Agreement with the City. In the event that any other medical marijuana facilities enter into a host agreement that has more advantageous terms than those contained in this agreement, all other medical marijuana facilities will have the option of adopting those terms. This paragraph is intended to provide for fairness and uniformity in the selection and negotiation process by the City and any other potential medical marijuana facilities.

4. **Cause for Reopening Host Community Agreement Negotiations:** In the event that either (1) the Mayor of Springfield determines that another municipality in the four Western Counties of the Commonwealth of Massachusetts (Berkshire, Franklin, Hampden and Hampshire) has entered into a host community agreement with an RMD developer that contains financial terms that are superior to what Hampden Care agrees to provide to the City pursuant to this Agreement (taking into consideration an RMD that is similar in size, scope, production and patient sales to the Dispensary), or (2) the sale of marijuana becomes legalized in the Commonwealth of Massachusetts for recreational sale and use and Springfield's zoning laws permit Hampden Care to sell marijuana for recreational use at its Springfield Dispensary location and Hampden Care obtains a special permit, if so required by Springfield's then current zoning ordinances, to sell marijuana for recreational use, or (3) the Mayor of Springfield determines the actual impacts of the Dispensary on the community are not adequately addressed through the terms of the HCA, or (4) If RMD gross sales are less than or equal to \$3 million in any fiscal year after December 31, 2019, then the Parties will immediately reopen negotiations and negotiate an amendment to this Agreement that fully addresses the underlying cause for renegotiation.

In the event that the parties reopen negotiations under this section and are unable to successfully negotiate an amendment within 90 days, the parties agree to immediately submit the matter to arbitration. The Parties further agree that if they cannot agree on an arbitrator within seven (7) days of the unsuccessful conclusion of reopened negotiations within this section, then each party provides the name of one arbitrator to the other party, and those two named arbitrators shall select an arbitrator to hear the matter. Additionally, either party shall be allowed to seek injunctive relief to maintain the status quo under the existing HCA during the amendment negotiation period or arbitration period.

5. **Real Estate Taxes:** At all times during the Term of this Agreement, real estate taxes for the property at which the Dispensary is operated will be paid either directly by Hampden Care or by its landlord, and Hampden Care will not seek a non-profit exemption from paying such taxes.

6. **Term and Termination:**

- (a) The Term of this Agreement shall commence on the date DPH issues a final Certificate of Registration to Hampden Care to operate an RMD in Springfield and shall remain in effect until DPH revokes Hampden Care's Certificate of Registration to operate an RMD in Springfield, unless sooner terminated pursuant to section 5 (b) of this Agreement.
- (b) Hampden Care may terminate this Agreement upon the permanent cessation of all RMD business at the Dispensary and within the City of Springfield by Hampden Care and/or any of its heirs, successors, assigns, agents, affiliates or subsidiaries.

7. **Job Creation and Hiring:** Within eighteen months (18) of the execution of this Agreement, Hampden Care shall have created approximately 15 new full time jobs in the City of Springfield at the Dispensary, with competitive wages, benefits, and professional development opportunities. Failure of Hampden Care to substantially comply with this provision shall result in Hampden Care making an additional annual donation of one hundred thousand dollars (\$100,000) to the City of Springfield, payable on or before December 31 of each year of this Agreement, until such time as Hampden Care is in compliance with this provision. Additionally, Hampden Care shall make best efforts to hire and give preference in hiring to Springfield residents for full time employment at the Dispensary.

8. **Good Neighbor Agreement and Charitable Donations.** Hampden Care will be donating a total of \$5,000 to be distributed between the Springfield Public Schools and the City of Springfield Department of Health and Human Services to further opiate addiction awareness and education. This donation will be made on an annual basis and the distribution between the School Department and Dept. of Health and Human Services will be on an equal basis.

9. **Annual Meeting of the Parties.** The City of Springfield shall send a Notice no later than December 15th of each year of the proposed date and time of an annual meeting to the individual representing the City of Springfield and to that individual who is designated to receive Notices by Hampden Care.

Hampden Care:

With a copy to:

City:

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

With a copy to: Office of the City Solicitor
 36 Court Street
 Springfield, MA 01104

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

10. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter of this Agreement. This Agreement may not be changed verbally, and may only be amended by an agreement in writing signed by both Parties.
11. No Rights in Third Parties. This Agreement is not intended to, nor shall it be construed to, create any rights in any third parties.
12. Severability. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, that provision will be enforced to the maximum extent permissible and the remaining provisions of this Agreement shall remain in full force and effect, unless to do so would result in either party not receiving the benefit of its bargain.
13. Governing Law and Exclusive Venue. The Parties agree that this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, and that a court of competent jurisdiction in Springfield, Hampden County shall be the exclusive venue for any legal proceedings that may arise from this Agreement.
14. Successors. This Agreement shall be binding upon and shall inure to the benefit of the Parties, their respective heirs, executors, administrators and assigns.
15. Prohibition Against Assignment. The Parties shall be prohibited at all times from Assigning, in whole or in part, any portion of this Agreement without the written consent of the other party.
16. Minority Hiring. Hampden Care agrees that thirty-eight (38%) percent of its full-time employees at the Dispensary will be minorities and women, as that term is defined in the Code of Massachusetts Regulations, 425 CMR 2.00.
17. Progress Report. In the first quarter of 2019, Hampden Care shall appear before the City Council to report on its compliance with the provisions of this Agreement.

In Witness Whereof, Hampden Care and the City have executed this Host Community Agreement as of the date the same is finally signed by all parties listed below.

HAMPDEN CARE FACILITIES, INC.**CITY OF SPRINGFIELD**

By: _____

By: _____

Title:

Director, Department of Health and
Human Services

Approved as to Appropriation:

Approved as to Form:

City Comptroller_____
City Solicitor

Approved:

Approved:

Chief Procurement Officer_____
Chief Administrative and Financial Officer**APPROVED:**_____
Domenic J. Sarno, Mayor
Date: _____

RESULT:	ADOPTED [12 TO 0]
AYES:	Hurst, Twiggs, Allen, Rooke, Williams, Ramos, Williams, Gomez, Ashe, Edwards, Walsh, Fenton
ABSENT:	Kenneth E. Shea



City Council

ADOPTED

Meeting: 11/14/16 07:00 PM
Initiator: Anthony I. Wilson
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3732

50

Order Accepting MGC Impact Mitigation Grant and Approving Memo of Understanding Between MGC and SPA (Mayor Sarno)

Order Accepting Massachusetts Gaming Commission Impact Mitigation Grant and Approving Memorandum of Understanding Agreements with the Massachusetts Gaming Commission and the Springfield Parking Authority

CITY OF SPRINGFIELD

In the City Council November 14, 2016

WHEREAS, due to impacts from the construction of the MGM Springfield facility, the City has received a 2016 Community Mitigation Fund Reserve/Specific Impact Grant from the Massachusetts Gaming Commission (“Commission”) in the amount of Fifty Thousand and No/100 (\$50,000.00) Dollars (the “Grant”) for the purpose of operating or causing to be operated a valet parking service providing businesses located on Main Street in Springfield between Union Street and State Street with parking for patrons of such businesses for a period of up to ninety (90) days; and

WHEREAS, the City and Springfield Parking Authority (“SPA”) desire to enter into an agreement whereby the City will provide funding to SPA and SPA, as authorized on-street vendor for the City, will contract with a third-party vendor for implementation of a valet parking service program in accordance with the criteria stated in the Grant and this Agreement; and

NOW THEREFORE, BE IT ORDERED, that the City Council of the City of Springfield with the approval of the Mayor hereby accepts the grant funding as set forth in this order from the

Commission for the purpose of operating or causing to be operated the valet parking services set forth therein, and be it further ordered that the Mayor shall be authorized to execute all necessary documents and agreements in furtherance of this grant acceptance.

NOW THEREFORE, BE IT ORDERED, that the City Council of the City of Springfield with the approval of the Mayor hereby approves and authorizes the execution of a Memorandum of Understanding Agreement with the Springfield Parking Authority for the use of the aforementioned grant funds for the purpose of operating or causing to be operated the valet parking services set forth in this order, in substantially the same form as the attached MOU Agreement.

Order Accepting Massachusetts Gaming Commission Impact Mitigation Grant and Approving Memorandum of Understanding Agreements with the Massachusetts Gaming Commission and the Springfield Parking Authority

RESULT: PASSED BY VOICE VOTE

AGREEMENT BETWEEN THE CITY OF SPRINGFIELD AND THE SPRINGFIELD PARKING AUTHORITY

THIS AGREEMENT is entered into by and between the **CITY OF SPRINGFIELD**, a municipal corporation with its principal offices at 36 Court Street, Springfield, Massachusetts 01103, acting by and through its _____, with the approval of the Mayor (“City”), and the **SPRINGFIELD PARKING AUTHORITY**, a public body, politic and corporate, a political subdivision of the Commonwealth of Massachusetts established pursuant to Chapter 674 of the Acts of 1981, and having its office at 150 Bridge Street, Springfield, Massachusetts 01103 (“SPA”) (City and SPA being collectively referred to herein as the “Parties” and shall include any successor in interest whether by act of a party to this Agreement or by operation of law or otherwise).

RECITALS

WHEREAS, due to impacts from the construction of the MGM Springfield facility, the City has received a 2016 Community Mitigation Fund Reserve/Specific Impact Grant from the Massachusetts Gaming Commission (“Commission”) in the amount of Fifty Thousand and No/100 (\$50,000.00) Dollars (the “Grant”) for the purpose of operating or causing to be operated a parking service providing businesses located on Main Street in Springfield between Union Street and State Street with parking for patrons of such businesses for a period of up to ninety (90) days; and

WHEREAS, the City and SPA desire to enter into an agreement whereby the City will provide funding to SPA and SPA will contract with a third-party vendor for implementation of a valet parking service in accordance with the criteria stated in the Grant and this Agreement; and

WHEREAS, the City and SPA acknowledge that this is an intergovernmental agreement authorized by Mass. Gen. Laws Ch. 40, sec. 4A, and that the decision to enter into this Agreement shall be subject to the approval of the Springfield City Council;

NOW THEREFORE, in consideration of the promises and the mutual covenants contained in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the Parties intending to be legally bound hereby agree as follows:

1. Valet Parking Services

SPA shall operate or cause to be operated a valet parking service providing businesses located on Main Street in Springfield between Union Street and State Street with parking services to patrons of such businesses.

SPA shall conduct a formal procurement process in accordance Massachusetts General Laws and SPA’s procurement policies, for parking services to be provided pursuant to this Agreement.

SPA acknowledges and agrees that the scope of any parking service prepared pursuant to this Agreement shall be approved by the City and Commission staff prior to the

commencement of such parking service.

SPA shall submit a draft vendor agreement to the City and the Commission for its review and approval. Such vendor agreement shall provide details regarding regular reporting to support and document expenditures and work addressing specific impacts as outlined in the City's Application to the Commission for the Grant.

SPA will provide the following information regarding the parking program to the City:

- a. A copy of the contract with the parking service provider;
- b. A description of the parking service being provided including the establishment of a parking station or parking stations, types of assistance the parking service provides to customers, and any measure taken to secure the vehicles;
- c. The number of participants using the parking service program broken down by Caring Health and non-Caring Health participants on a quarterly basis; and
- d. A description of the street route the parking service would run to demonstrate that it is serving a general public purpose.

SPA must receive prior approval from the City and the Commission of any activity and/or category of expense related to the proposed parking service program or long-term parking solutions that it seeks to be reimbursed for under this Agreement. For all such expenditures, the _____ of SPA shall certify that the expenditures are consistent with the purpose of the Grant and this Agreement.

2. Effective Date

This Agreement shall be effective as of the later of the dates the same is (i) approved by the Springfield City Council, (ii) approved by the Springfield Parking Authority Board of Directors; and (iii) executed by the authorized representatives of the parties listed on the signature page hereto. The Agreement may be represented by two or more original duplicate counterparts.

3. Term

Funding shall be available for a maximum period of ninety (90) days commencing on the first day parking services are provided. SPA may request an extension of this period and an increase in the amount of funds no later than fourteen (14) calendar days prior to the expiration of the initial 90-day parking service initial period. The City will transfer the Grant funds to SPA upon receipt from the Commission. Any unused funds must be promptly returned to the City upon completion of the services provided under this Agreement.

4. Relationship of the Parties

It is understood and agreed that the City and SPA shall in no event be construed or held to be partners, associates, affiliates, or joint venturers.

5. Indemnity and Liability

To the fullest extent permitted by law, SPA shall indemnify, defend, and hold harmless the City, the Commission, the commissioners, agents and employees from and against any and all claims, actions, damages, awards, judgments, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney's fees and costs of investigation and litigation whatsoever which may be incurred by or for which liability may be asserted against the City, the Commission, the commissioners, agents or employees arising out of any activities undertaken by, for, or on behalf of the City and/or the Commission relative to the expenditure, disbursement, or use of the funds associated with this Agreement or any activities, acts or omissions in relation to this Agreement including, but not limited to, the performance of any contract or obligation directly or indirectly related to this Agreement. This section shall not be construed to negate or abridge any other obligation of indemnification running to the City and/or the Commission which would otherwise exist.

No member or employee of the Commission, nor any official or employee of the City, shall be held personally or contractually liable by or to SPA or its vendor(s) under any provision of the Grant or this Agreement, because of any breach of the Grant or this Agreement, or because of its execution or attempted execution.

6. Records

SPA shall keep all records and receipts related to or generated by any expenditure of funds pursuant to this Agreement.

SPA shall provide the City with a monthly update on the expenditure of funds pursuant to this Agreement.

SPA acknowledges and agrees that all expenditures of funds pursuant to this Agreement shall be subject to review and audit by the City and/or the Commission. In the event that the City or the Commission detects any irregularity in the expenditure of any Grant funds, it may request reimbursement of those misspent funds or pursue any other remedy available by law.

Upon expenditure of all funds distributed under this Agreement, SPA shall forward an accounting to the City of all expenditures made pursuant to the terms of this Agreement which shall include, at a minimum, an itemization of all funds expended, a description of the work performed or service provided, the identification of the party that performed the work or provided the service, a copy of the final invoice, and proof of payment. The City and/or the Commission may request any supplemental information it deems necessary to ensure that the funds were expended in accordance with the Grant and this Agreement.

SPA shall furnish the City and/or the Commission such further affidavits, certificates, opinion of counsel, surveys and other documents and instruments as may be required by the City and/or the Commission to ensure that the terms of the Grant and this Agreement are being observed and performed in all respects.

SPA will provide the City and the Commission any and all studies, reports or other documents prepared pursuant to this Agreement. Copies of any studies, reports, or other documents prepared by SPA, or by its agents, associates, consultants, employees, partners, or servants insofar as they relate to this Agreement shall be forwarded to the City and the Commission.

7. Notice

Any notice permitted or required hereunder to be given or served on any Party shall be in writing signed in the name of or on behalf of the Party giving or serving the same. Notice shall be deemed to have been received at the time of actual receipt of any hand delivery or three (3) business days after the date of any properly addressed notice sent by first class mail, postage prepaid, as set forth below:

To: City of Springfield

City of Springfield
Department _____

Springfield, MA 0110____
Attention: _____

To: Springfield Parking Authority

Springfield Parking Authority
150 Bridge Street
Springfield, MA 01103
Attention: _____

8. Successors and Assigns

The Agreement hereunder is personal to SPA and any attempted assignment by SPA, without the prior written consent of the City, shall immediately and automatically terminate this Agreement. SPA shall not assign any interest in this Agreement or transfer any interest in the same, whether by assignment or novation without the prior written consent of the City, which consent the City may withhold in its absolute discretion.

9. Compliance with Laws

SPA and all of its officers, agents and employees shall observe and obey, and shall include language in all of its contracts with contractors and vendors requiring them to

observe and obey all federal, state and local laws, regulations, ordinances, codes, statutes, orders and directives and any other applicable provisions of law relating to any and all actions taken in relation to parking services provided pursuant to this Agreement.

10. Applicable Laws and Exclusive Forum

- A. The laws of the Commonwealth of Massachusetts shall govern the validity, interpretation, construction, enforcement and performance of this Agreement without regard to conflict of laws principles.
- B. The Parties hereto expressly agree that the sole and exclusive place, situs and forum of this Agreement shall be Springfield, Massachusetts. All claims, actions and legal proceedings which in any way arise under or relate to this Agreement shall be solely and exclusively brought, heard, conducted, prosecuted, tried and determined within Springfield, Massachusetts. It is the express intention of the Parties that the exclusive venue of all claims, actions and legal proceedings of any nature whatsoever which in any way arise under or relate to this Agreement shall be either the Superior Court Department of the Trial Court of the Commonwealth of Massachusetts sitting in the Hampden County Hall of Justice, Springfield, Massachusetts or the United States District Court for the District of Massachusetts sitting in Springfield, Massachusetts.

11. Headings

The captions to the several parts of this Agreement are for convenience only and are not to be considered in construing this Agreement.

12. Extent of Agreement

This Agreement constitutes the entire understanding between the City and SPA and any prior and contemporaneous agreements and representations are hereby superseded. This Agreement may be amended only by a writing signed by each Party

[Signatures Follow on Next Page]

IN WITNESS WHEREOF, the Parties have hereunto caused this Agreement to be executed the day and year above first written.

CITY OF SPRINGFIELD

Name:
Title:

Approved as to appropriation:

Approved as to form:

Name:
Title: City Comptroller

Name:
Title: Associate City Solicitor

Reviewed:

APPROVED:

Name:
Title: Chief Financial and
Administrative Officer

Domenic J. Sarno, Mayor

SPRINGFIELD PARKING AUTHORITY

By:
Title:



September 8, 2016

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

Re: 2016 Community Mitigation Fund Grant

Dear Mayor Sarno:

Pursuant to the City of Springfield's 2016 Community Mitigation Fund Application ("Application"), and the approval of the Application by the Commission on August 1, 2016, attached please find the Grant Agreement, the Massachusetts Standard State Contract and the Massachusetts Terms and Conditions for execution. We ask that you please sign where indicated and return the fully executed original documents to this office. No date should be inserted, as that will be inserted upon the Commission's execution.

If you have any questions, concerns, or recommendations regarding the Grant Agreement, please do not hesitate to contact the Ombudsman's Office at 617-979-8423 or via e-mail at john.s.ziemba@state.ma.us.

Very truly yours,

Edward R. Bedrosian, Jr., Executive Director

Enclosures

cc: Helen R. Caulton-Harris, Commissioner
Thomas D. Moore, Executive Director, Springfield Parking Authority
Michael Mathis, President & COO MGM
Seth N. Stratton, Vice President & General Counsel MGM
Edward M. Pikula, City Solicitor
Kevin E. Kennedy, Chief Development Officer
Tania Barber, CEO, Caring Health Center
Jasmine Naylor, Executive Vice President, Caring Health Center
Catherine Blue, General Counsel
Derek Lennon, CFO
John S. Ziemba, Ombudsman
Joseph Delaney, Construction Project Oversight Manager



Massachusetts Gaming Commission



2016 Community Mitigation Fund Reserve/Specific Impact Grant

By and Between the Massachusetts Gaming Commission and
the City of Springfield, Massachusetts

_____, 2016

This 2016 Community Mitigation Fund Reserve/Specific Impact Grant, (the “Grant”), dated as of _____, 2016 (“Effective Date”) is entered into by and between the Massachusetts Gaming Commission (“Commission”), an agency of the Commonwealth of Massachusetts, and the City of Springfield (“City” or “Springfield”) in accordance with G.L. c.23K, §61 and the 2016 Community Mitigation Fund Guidelines.

RECITALS

WHEREAS, the Commission has been created to ensure public confidence in the integrity of the gaming licensing process and in the strict oversight of all gaming establishments through a rigorous regulatory scheme; and

WHEREAS, pursuant to G.L. c. 23K, §61, the Commission shall administer a Community Mitigation Fund to assist the host community and surrounding communities in offsetting costs related to construction and operation of gaming establishments.

WHEREAS, the City has been identified as a host community, to a gaming licensee by the Commission as defined in G.L. c.23K, §2; and

WHEREAS, the City has submitted a 2016 Community Mitigation Fund Reserve/Specific Impact Application to the Commission in accordance with G.L. c. 23K, §61 requesting disbursements to City from the Community Mitigation Fund; and

WHEREAS, the City identified costs related to the construction and operation of a gaming establishment in Springfield; and

WHEREAS, in accordance with G.L. c.23K, §61 the Commission may receive and approve requests from a municipality to offset costs related to the construction and operation of a gaming establishment; and

WHEREAS, the Commission has determined that the City is eligible for the receipt of a Grant and that the City has agreed to accept the funds subject to all of the terms and conditions of this Grant; and

WHEREAS, the Commission has determined that there are sufficient funds available in the custody of the Commission, to make disbursements to the City; and

WHEREAS, the Commission has been granted the power to execute all instruments necessary or convenient for accomplishing the purposes of G.L. c.23K; and

WHEREAS, the Commission has been granted the power to enter into agreements or other transactions with a person, including, but not limited to, a public entity or other governmental instrumentality or authority in connection with its powers and duties under G.L. c.23K;

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Grant, the receipt and legal sufficiency of which are hereby acknowledged, the Commission and the City, intending to be legally bound, hereby agree as follows:

The Commission agrees to provide a Grant of funds to the City, subject to all of the following terms and conditions:

SECTION 1 2016 COMMUNITY MITIGATION FUND RESERVE/SPECIFIC IMPACT APPLICATION

The 2016 Community Mitigation Fund Reserve/Specific Impact Application (“*Application*”) shall mean the application submitted by the City and approved by the Commission on August 1, 2016 and the further approval on August 18, 2016 relating to the costs to offset the impacts of the gaming establishment. The *Application* shall include detailed estimates, including the scope of work, from prospective contractors, vendors, and/or service providers.

SECTION 2 THE GRANT

As of the Effective Date and subject to the satisfaction of or compliance with, as reasonably determined by the Commission: (a) all of the terms and conditions of this Grant, (b) the applicable provisions of G.L. c.23K, Chapter 194 of the Acts of 2011, and 205 CMR, and (c) any other rule, regulation, policy, guideline, approval, or directive of the Commission, the Commission hereby approves the following Grant: an amount that shall under no circumstances exceed Fifty Thousand Dollars (\$50,000.00). The Parties hereby acknowledge and agree that the amount set forth in this section, as determined by the Commission in its sole discretion, is the maximum amount of funding that the municipality may expend for the shorter of the time period outlined in the Commonwealth Standard contract form and **SECTION 4- SCOPE OF GRANT** of this Agreement, whichever is less. Any amounts in excess of Fifty Thousand Dollars (\$50,000.00) for the parking service program outlined in **SECTION 4** of this Agreement shall require a fully executed contract amendment between the City of Springfield and the Massachusetts Gaming Commission. This Grant is also subject to all the terms and conditions in the Commonwealth of Massachusetts – Standard Contract Form and the Commonwealth Terms and Conditions as issued by the Massachusetts Executive Office for Administration and Finance.

SECTION 3 COVENANTS, REPRESENTATIONS, AND WARRANTIES

The City covenants and agrees that in exchange for this Grant, the City shall and shall cause its employees, agents, and representatives to perform and comply with the following covenants, and otherwise represents and warrants as follows:

3.1 The City shall and shall cause its employees to comply with all provisions of this Grant, and all provisions of law that are applicable to the Grant; the City shall take all action necessary to fulfill its obligations under this Grant and under all other agreements related to the Grant that have been referenced herein or otherwise approved by the Commission.

3.2 The City hereby acknowledges and agrees that neither the City nor any of its employees, officials or agents has submitted nor shall submit any false or intentionally misleading information or documentation to the Commission in connection with this Grant, including the *Application*, and further acknowledges and agrees that the submission of any such information or documentation shall be a material breach of this Grant and may be cause for the Commission to revoke any and all payments otherwise due to the City, to recover any previous payments made to the City, and/or make the City ineligible for any further funding from the Commission. The City hereby further agrees that it shall have a continuing obligation to update and notify the Commission in writing when it knows or has any reason to know that any information or documentation submitted to the Commission contains false, misleading or incorrect information.

3.3. The City certifies that the funds from this Grant will be used solely for the purposes outlined in **SECTION 4- SCOPE OF GRANT**.

3.4 The City hereby agrees that it shall use its best efforts and resources to diligently satisfy and complete each of the terms and conditions of this Grant and the purposes for which the funding is being provided, as set forth in **SECTION 4- SCOPE OF GRANT**, as promptly as possible.

3.5 The City hereby acknowledges and agrees that all expenditures of Grant funds shall be subject to review and audit by the Commission.

3.6 The City hereby acknowledges and agrees that it shall provide the Commission with a monthly update on the expenditure of the Grant funds.

3.7 The City hereby acknowledges and agrees that it shall keep all records and receipts related to or generated by any expenditure of Grant funds.

3.8 With respect to all actions taken in relation to the Grant, the City and all of its officers, agents and employees shall observe and obey, and shall include language in all of its contracts with the contractors and vendors requiring them to observe and obey all federal, state and local laws, regulations, ordinances, codes, statutes, orders and directives and any other applicable provisions of law.

3.9 The City shall furnish to the Commission such further affidavits, certificates, opinions of counsel, surveys and other documents and instruments as may be required by the Commission to ensure that the terms of this Grant are being observed and performed in all respects.

3.10 The City hereby acknowledges and agrees that the terms set forth in the Grant are intended solely to govern the disbursement of funds in accordance with G.L. c.23K, §61. Nothing herein shall be construed as advice to, nor create a duty to provide advice to, the City regarding legal or contractual requirements or best practices. Further, nothing in this Grant shall be construed as

creating a duty or obligation on the part of the Commission to oversee or monitor the performance of any contractor, vendor, or other project participants.

3.11 The City represents that the acceptance of funding in accordance with the terms of this Grant does not and will not conflict with or result in the violation of any charter, by-law, ordinance, order, rule, regulation, statute or any other applicable provision of law or any order, rule, regulation or judgment of any court or other agency of government.

3.12 The City represents that it has duly obtained all necessary votes, resolutions, appropriations, and local approvals for the actions set forth in **SECTION 4- SCOPE OF GRANT**, and has taken all actions necessary or required by law to enable it to execute this Grant and to perform its obligations hereunder.

3.13 The City has read and fully understands the provisions of the Massachusetts Conflict of Interest law, M.G.L. c. 268A, and has implemented policies and procedures to ensure that all employees, agents, consultants and representatives working on or for any project for which Grant funds will be used are in compliance with M.G.L. c. 268A to the extent that it is applicable.

3.14 The City has implemented policies and procedures to prevent and eliminate fraud, waste and abuse of public funds in connection with the expenditure of the funds from this Grant.

3.15 The City represents that all meetings of all public bodies in the City that relate in any way to the expenditure of funds from this Grant have been conducted, and shall be conducted, in compliance with the provisions of G.L. c. 30A, §§18–25, 940 CMR 29.00 *et seq.*, and all other applicable law.

3.16 The City hereby acknowledges and agrees that the scope of any studies, reports, or other documents prepared pursuant to this Grant shall be approved by the Commission's staff prior to the commencement of such studies, reports, or other documents.

3.17 The City hereby acknowledges and agrees that the scope of any parking service prepared pursuant to this Grant shall be approved by the Commission's staff prior to the commencement of such parking service.

3.18 The City will provide the Commission any and all studies, reports or other documents prepared as part of this Grant. Copies of any studies, reports, or other documents prepared by the City by its agents, associates, consultants, employees, partners, or servants insofar as they related to this Grant shall be forwarded to the MGC.

3.19 The City shall provide in-kind services towards the actions described in **SECTION 4 - SCOPE OF GRANT**, in the form of staff time, meeting spaces, management, or coordination efforts, and shall furnish to the Commission a description of these services on a quarterly basis.

3.20 The City shall operate or cause to be operated a parking service providing businesses on Main Street in Springfield from Union Street to State Street with transportation to parking for patrons of such businesses.

3.21 The amount of funds used from this Grant will be certified by the City as gaming related.

SECTION 4 SCOPE OF GRANT

Having received and reviewed the *Application* dated January 28, 2016 and supporting documentation submitted by the City, the following are necessary and reasonable costs to offset costs related to the construction a parking service providing businesses on Main Street in Springfield from Union Street to State Street with transportation to parking for patrons of such businesses:

Description of Scope

1. Springfield shall submit a draft sub-recipient agreement or agreements to the Commission for its review and approval. Such sub-recipient agreement or agreements shall provide details regarding regular reporting to support and document expenditures and work addressing specific impacts as outlined in Springfield's *Application*.
2. The City of Springfield shall conduct a formal procurement process, if necessary, for parking services to be undertaken, in accordance with Mass General Laws and the City's procurement policies for sub-recipients.
3. The City of Springfield will provide the following information regarding the parking service program to the Massachusetts Gaming Commission:
 - A copy of any issued procurement contract and contract with the parking service provider;
 - A description of the parking service being provided including the establishment of a parking station or parking stations, types of assistance the parking service provides to customers, and any measure taken to secure the vehicles;
 - Number of participants using the parking service program broken down by Caring Health and non-Caring Health participants on a quarterly basis; and
 - A description of the street route the parking service would run to demonstrate that it is serving a general public purpose.
4. Springfield must receive prior approval of any activity and/or category of expense related to the proposed parking service program or long-term parking solutions that it seeks to be reimbursed for to the Massachusetts Gaming Commission. For all such expenditures, the _____ *[Insert Administrator of Grant]* in the City of Springfield shall certify that the expenditures are consistent with the purpose of the grant.
5. The Grant assistance shall be available for a maximum period of ninety (90) days commencing on the first day parking services are provided. The City of Springfield may request an extension of this period and amount assistance no later than fourteen (14) calendar days prior to the expiration of the initial 90-day parking service initial period. Up to \$50,000 of the City's Reserve Fund shall be utilized to pay for any assistance required under this Grant in excess of \$50,000.
6. During the 90-day period and thereafter, the City of Springfield shall cooperate with the Commission in its determination whether the parking service program is the best available method of serving the public purpose of alleviating current and potential

construction related parking issues within the project vicinity of the MGM Springfield Casino along Main Street from Union Street to State Street.

7. The City will inform the Pioneer Valley Planning Commission ("PVPC"), regarding the parking service.

SECTION 5 DISBURSEMENT OF THE GRANT

Subject to the terms and conditions set forth in this Grant, the Commission shall disburse Grant funds in accordance with the following:

1. Having completed review of the *Application* submitted by the City, the Commission has determined that the City is eligible for funding in the amount set forth in **SECTION 2- THE GRANT**.
2. The funding is solely intended for use towards the execution of the items delineated in **SECTION 4- SCOPE OF GRANT**.
3. Within 30 days of execution of this instrument the Commission shall either issue a check or transfer monies electronically in an amount of Fifty Thousand Dollars the total amount of this Grant to the City. The City shall provide the Commission, in writing, the name and address of the individual to whose attention the check should be directed or provide wiring instructions. Provided however, if the grant is intended to reimburse the City for previous expenditures the entire approved amount may be remitted at once.
4. Acceptance and processing of the Payment by the City shall indicate receipt of the grant funds. The City shall provide the Commission with a final accounting after the expenditure of the Payment.

<u>Payment for Community Mitigation Grant:</u>	
Total Grant Amount:	<u>\$50,000.00</u>

SECTION 6 FINAL REVIEW AND AUDIT

Upon expenditure of all funds distributed under this Grant, the City shall forward an accounting to the Commission of all expenditures made pursuant to the terms of this Grant which shall include, at a minimum, an itemization of all funds expended, a description of the work performed or service provided, the identification of the party that performed the work or provided the service, a copy of the final invoice, and proof of payment. The Commission may request any supplemental information it deems necessary to ensure that the funds were expended in accordance with **SECTION 4 - SCOPE OF GRANT**. The Commission may conduct, or cause to be conducted, an audit of the transactions and expenditures made by the City in connection with this Grant.

In the event that the Commission detects any irregularity in the expenditure of any Grant funds, it may request reimbursement of those misspent funds or pursue any other remedy available by law.

Unused funds must be promptly returned to the Commission upon the completion of the items identified in **SECTION 4 - SCOPE OF GRANT**. In the event of disagreement, the Commission may require the Community to return any funds which remain unexpended by 60 days after the commencement of activities under the Grant or such earlier dates in the event the Commission determines that such activities will not commence.

SECTION 7 INDEMNIFICATION

To the fullest extent permitted by law, the City shall indemnify, defend, and hold harmless the Commission, commissioners, agents and employees from and against any and all claims, actions, damages, awards, judgments, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney's fees and costs of investigation and litigation whatsoever which may be incurred by or for which liability may be asserted against the Commission, its commissioners, agents or employees arising out of any activities undertaken by, for, or on behalf of the City relative to the expenditure, disbursement, or use of the funds associated with this Grant or any activities, acts or omissions in relation to the Grant including, but not limited to, the performance of any contract or obligation directly or indirectly related to the Grant. This Section shall not be construed to negate or abridge any other obligation of indemnification running to the Commission which would otherwise exist.

No member or employee of the Commission shall be held personally or contractually liable by or to the City or the developer under any provision of this Grant, because of any breach of this Grant, or because of its execution or attempted execution.

SECTION 8 NOTICE

Any notices required or permitted to be given by either of the Parties hereunder shall be given in writing and shall be delivered to the addressee (a) in-hand (b) by certified mail, postage prepaid, return receipt requested; or (c) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as follows:

If to the Commission:

Massachusetts Gaming Commission
101 Federal Street, 12TH Floor
Boston, MA 02110
Attention: Executive Director

If to the City of Springfield:

_____ *[Insert]*
36 Court Street
Springfield, MA 01103
Attn: _____ *[Insert Administrator]*

or to such other address or addressee as the Commission and the City may from time to time specify in writing. Any notice shall be effective only upon receipt.

SECTION 9 AMENDMENTS

This Grant may be amended only through a written amendment signed by duly authorized representatives of the Commission and the City.

SECTION 10 ATTESTATION

All certifications, filings, and submissions to the Commission in furtherance of this Grant shall contain a statement, signed by a duly authorized representative of the City, that such certification, filing, or submission is true, complete and accurate, to the best of the City's knowledge.

SECTION 11 GOVERNING LAW, VENUE, AMENDMENT AND SEVERABILITY

11.1 This Grant shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts. In case any provision(s) hereof shall be determined invalid or unenforceable under the applicable law, such provision(s) shall, insofar as possible, be construed or applied in such manner as will permit the enforcement of this Grant; otherwise, this Grant shall be construed as though such provision(s) had never been made a part hereof.

11.2 Any civil action brought against the Commission by the City, or any person or entity claiming through or under it, which arises out of the provisions of this Grant, shall only be brought in the Superior Court for Suffolk County, Massachusetts. The City, for itself and for any person or entity claiming by through or under it, hereby waives any defenses that it may have as to the venue to which it has agreed herein, including, but not limited to, any claim that this venue is improper or that the forum is inconvenient. The City for itself and for any person or entity claiming by through or under it, hereby waives all rights, if any, to a jury trial in any civil action against the Commission that may arise out of the provisions of this Grant.

11.3 This Grant and any amendments hereto shall be deemed null and void and of no further force or effect unless it is executed by a duly authorized representative of the Commission and a duly authorized representative of the City. The undersigned, who are signing on behalf of the City, hereby warrant and represent that they possess the full legal authority to execute this Grant on behalf of the City and to bind the City to its terms and conditions. In the event that the Commission later determines that the undersigned are not duly authorized to execute this Grant and to bind the City, the Commission may, in its sole discretion, take whatever action it deems necessary to terminate this Grant, to suspend or terminate payments to the City and to recover any funds disbursed to the City. Any rights and remedies available to the Commission under the provisions of this Grant shall be in addition to any other rights and remedies provided by law.

SECTION 12 WAIVERS

12.1 The terms, conditions, covenants, duties and obligations contained in this Grant may be waived only by written agreement executed by duly authorized representatives of the Commission and the City. No waiver by either party of any term, condition, covenant, duty or

obligation shall be construed as a waiver of any other term, condition, covenant, duty or obligation nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or a different section, subsection, paragraph, clause, phrase, or other provision of this Grant. Forbearance or indulgence in any form or manner by either Party to this Grant shall not be construed as a waiver, nor in any way limit the remedies available to that party.

12.2 The Commission's payment(s) to the City under this Grant or its review, approval or acceptance of any actions by the City under this Grant shall not operate as a waiver of any rights or remedies available to the Commission under this Grant or as otherwise provided by law.

SECTION 13 TERMINATION

13.1 The City hereby acknowledges and agrees that the Commission, in its sole discretion, may terminate the Grant, in whole or in part, at any time if the City fails to comply with any provision of the Grant. In the event of termination by the Commission, the Commission may revoke any and all remaining payments otherwise due to the City. The City hereby further acknowledges and agrees that in the event of termination, the Commission reserves the right to recover any previous payments made to the City.

In the event of termination by the Commission, the Commission shall provide written notice of termination to the City, which shall state the effective date and period of the notice as well as the reason(s) for termination, including the alleged breach or failure to comply.

IN WITNESS WHEREOF, the Massachusetts Gaming Commission and the City of Springfield have caused this Grant Agreement to be executed by their duly authorized representatives this _____ day of _____ in the year 2016.

**MASSACHUSETTS GAMING
COMMISSION**

CITY OF SPRINGFIELD

By: _____ By: _____
(signature) (signature)

(print name) John S. Ziemba

(print name) Domenic J. Sarno

Title: Ombudsman

Title: Mayor

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



50.b

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		COMMONWEALTH DEPARTMENT NAME: Massachusetts Gaming Commission	
Legal Address: (W-9, W-4, T&C): 36 Court Street, Springfield, MA 01103		MMARS Department Code: MGC	
Contract Manager: Domenic J. Sarno, Mayor		Business Mailing Address: 101 Federal Street, 23rd floor, Boston, MA 02110	
E-Mail: dsarno@springfieldcityhall.com		Billing Address (if different):	
Phone: 413 736.3111 Fax:		Contract Manager: John S. Ziemba	
Contractor Vendor Code: VC6000192140		E-Mail: John.S.Ziemba@MassMail.State.MA.US	
Vendor Code Address ID (e.g. "AD001"): AD001		Phone: 617 979-8420 Fax:	
(Note: The Address ID must be set up for <u>EFT</u> payments.)		MMARS Doc ID(s): GAE/GAX	
X NEW CONTRACT		CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only)		Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____.	
☐ Statewide Contract (OSD or an OSD-designated Department) ☐ Collective Purchase (Attach OSD approval, scope, budget) ☐ Department Procurement (includes State or Federal grants <u>815 CMR 2.00</u>) (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) M.G.L. c. 23K, §15(11)		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). \$ 150,000.00.			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through <u>EFT</u> 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 (<u>G.L. c. 29, § 23A</u>); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See <u>Prompt Pay Discounts Policy</u> .)			
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.)			
M.G.L. c. 23K, §15(11) allows for applicants to pay surrounding communities an agreed upon amount for the potential impact of a casino or slot parlor. The terms agreed are attached.			
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 _____, 20____, 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 _____, 20____, 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:		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:	
X: _____ Date: _____		X: _____ Date: _____	
(Signature and Date Must Be Handwritten At Time of Signature)		(Signature and Date Must Be Handwritten At Time of Signature)	
Print Name: <u>Domenic J. Sarno</u>		Print Name: <u>John S. Ziemba</u>	
Print Title: <u>Mayor</u>		Print Title: <u>Ombudsman</u>	

Attachment: Springfield Grant and Transmittal letter 20160908 (1) (3732 : Order Accepting MGC Impact Mitigation Grant and Approving Memo

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



50.b

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 Comm-PASS, the Contract Manager must be listed on the Vendor Section tab.

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 Doc Ids.

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

NEW CONTRACTS (left side of Form):

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

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

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

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

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

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

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

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "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 selected



COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

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

Identify if the Contract is a **Rate Contract** (with no stated Maximum Obligation) or a **Maximum Obligation Contract** (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as [available and encumbered](#) prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, 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 contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments ([G.L. c. 29, § 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, § 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, § 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



COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

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 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](#); [TIR 05-11](#); [New Independent Contractor Provisions](#) and applicable [TIRs](#).

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing **at least 45 days prior** to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is **any risk** to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or 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 Meat Products and Clothing and Apparel); [minimum wages and prevailing wage programs and payments](#); [unemployment insurance](#) and contributions; [workers' compensation and insurance](#), [child labor laws](#), [AGO fair labor practices](#); [G.L. c. 149](#) (Labor and Industries); [G.L. c. 150A](#) (Labor Relations); [G.L. c. 151](#) and [455 CMR 2.00](#) (Minimum Fair Wages); [G.L. c. 151A](#) (Employment and Training); [G.L. c. 151B](#) (Unlawful Discrimination); [G.L. c. 151E](#) (Business Discrimination); [G.L. c. 152](#) (Workers' Compensation); [G.L. c. 153](#) (Liability for Injuries); [29 USC c. 8](#) (Federal Fair Labor Standards); [29 USC c. 28](#) and the [Federal Family and Medical Leave Act](#).

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the [Federal Equal Employment Opportunity \(EEO\) Laws](#) the [Americans with Disabilities Act](#); [42 U.S.C. Sec. 12101, 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 SmartBid subscription process at: [www.comm-pass.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



COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

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



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, Integration. Any amendment or attachment to any Contract which contains conflicting language or has the affect of a deleting, replacing or modifying any printed 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: _____ (signature)

Print Name:

Title:

Date:

(Check One): ☐ Organization ☐ Individual

Full Legal Organization or Individual Name:

Doing Business As: Name (If Different):

Tax Identification Number:

Address:

Telephone:

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.



City Council
36 Court Street
Springfield, MA 01103

Meeting: 11/14/16 07:00 PM
Department: Law
Category: Local Law
Prepared By: Thomas Moore
Initiator: Thomas Moore
Sponsors: Ward 3 Councilor Edwards, Ward 7 Councilor Allen
DOC ID: 3650

TABLED

ORDINANCE (ID # 3650)

Amending Ordinance Chapter 82 by Amending Article V and Repealing Article IV

AMENDING CHAPTER 82, ARTICLE V OF THE REVISED ORDINANCES OF THE CITY OF SPRINGFIELD, AS AMENDED, BY DELETING ARTICLE IV, AND BY DELETING THE PREVIOUS VERSION OF CHAPTER 82, ARTICLE V, AND INSERTING NEW CHAPTER 82, ARTICLE V IN ITS PLACE.

CHAPTER 82, ARTICLE IV of the Revised Ordinances of the City of Springfield, as amended, is hereby deleted in its entirety.

CHAPTER 82, ARTICLE V of the Revised Ordinances of the City of Springfield, as amended, is hereby deleted in its entirety and replaced with a new Chapter 82, Article V hereto as follows:

Chapter 82, Article V: Responsible Employer Ordinance Public Construction Contracts

- §82-44 PURPOSE AND PREAMBLE
- §82-45 DEFINITIONS
- §82-46 CONTRACTOR RESPONSIBILITY AND COMPLIANCE OF CONTRACTORS AND SUBCONTRACTORS
- §82-47 COMPLIANCE WAIVER
- §82-48 MONITORING COMMITTEE RESPONSIBILITY
- §82-49 MONITORING COMMITTEE REVIEW
- §82-50 PENALTIES AND ENFORCEMENT
- §82-51 PRIORITY OF ORDINANCE
- §82-52 SEVERABILITY

§82-44 Purpose and Preamble. Due to the City of Springfield's high level of unemployment, diversified workforce demographics, and large minority population, the residents of Springfield, veterans, and a diversity of people qualified by craft, should be part of and benefit from public construction projects in the city of Springfield. Therefore, it is appropriate for the city of Springfield to require that each public construction project, as defined herein, include employment opportunities for Springfield residents, minorities and women through compliance with the ordinance codified in this chapter. Further, the City finds and determines that taxpayer money is most efficiently and productively spent by awarding construction contracts to firms that include and enforce provisions requiring compliance with state laws

governing the payment of prevailing wages, the provision of workers compensation coverage, and the proper classification of individuals as employees and not as independent contractors, as well as provisions concerning state-certified apprenticeship programs. The City Council hereby further finds and determines that it is appropriate for it to exercise entrepreneurial discretion by requiring firms that are awarded such contracts to comply with this ordinance because a failure to comply is injurious to the life, health and happiness of individuals employed by such firms and is deleterious to the quality of life in the City where most of such individuals reside.

WHEREAS, on _____ the City of Springfield passed Ordinance Chapter 82, Article V for the purpose of setting forth certain procurement standards for public works construction contracts; and

WHEREAS, since the enactment of Ordinance No. _____, the City of Springfield has engaged in further review and consideration of the contracting, which has highlighted the need to re-examine and further revise these contracting guidelines to better ensure they serve their intended purpose, comport with applicable federal and state law, and serve the best interests of Springfield ; and

WHEREAS, the City of Springfield, like many state and localities across the U.S., faces critical infrastructure needs that are substantial in scope and that must be addressed, which will require the City of Springfield to plan, manage and oversee major capital investments in both the short and long term; and

WHEREAS, the City of Springfield recognizes that the planning and execution of such public works projects involves the exercise of essential police powers to protect and promote public health, safety and welfare, and constitutes one of the most important obligations Springfield has to its citizens because such projects require substantial taxpayer investments and are necessary to the effective performance of vital government functions; and

WHEREAS, to properly effectuate this use of police powers and protect its financial investments and proprietary interests in these projects, the City of Springfield must utilize effective contracting and procurement procedures, including clearly defined, pre-established evaluation criteria, to ensure the selection of qualified, reputable contractors and properly trained and skilled workers who share the City of Springfield's commitment to safety, quality, time, and budgetary concerns; and

WHEREAS, securing successful delivery of public works projects is extremely difficult due to the unique, complex, unpredictable and inherently dangerous nature of the construction industry, wherein errors in project planning or execution can result in serious health and safety risks to project workers and/or the general public, unnecessary cost overruns, flawed or inferior projects, and disruptions in schedules that delay the use of critical government facilities; and

WHEREAS, due to the importance of public works projects, and the fact that they are financed by taxes paid by local residents, the City of Springfield wishes to ensure that such projects are performed only by "responsible" contractors and subcontractors, which must be reputable business entities that have: (a) a satisfactory record of past performance, including compliance with applicable laws and industry regulations; and (b) adequate present performance capabilities, including expertise, personnel and other resources needed to successfully perform projects in a safe, timely and cost-effective manner; and

WHEREAS, effective contracting procedures, designed to ensure that contractors and subcontractors are qualified, responsible firms, must recognize unique challenges affecting construction project delivery, including the following: (a) the construction industry is a highly mobile, transient industry which requires strict scrutiny of a firm's past performance, as well as its current capabilities; (b) construction is an inherently dangerous industry that requires contractors, subcontractors and their employees to be properly trained in safety techniques and procedures; and (c) construction, which is a highly skilled, labor intensive industry, is facing increasingly difficult challenges in ensuring that there is an adequate pipeline of properly trained, qualified workers available for

future projects, and such conditions pose major risks to the planning and execution future capital construction projects; and

WHEREAS, leading organizations in the construction industry, including trade associations representing project owners such as the Construction Users Roundtable, have repeatedly issued strong recommendations to parties purchasing construction services for large capital projects that, due to challenges relating to the supply of skilled craft personnel, contractors and subcontractors should be pre-qualified on the basis of craft labor training to protect the project owner's financial and proprietary interests by ensuring that such firms have an adequate supply of trained, skilled craft personnel to perform their projects; *Confronting the Skilled Workforce Shortage*, Construction Users Roundtable (June 2004); Construction Users Roundtable, *Skilled Labor Shortage Risk Mitigation*, WP-1101, January 2015; and

WHEREAS, in seeking to ensure the adequate development of trained, skilled personnel for the construction industry, as well as other industries, the United States Congress passed the Fitzgerald Act, Pub. L. No. 75-308, 50 Stat. 664, H.R. REP. No. 75-945, which created a system in which workers could be properly trained in construction skills and safety procedures through organized, formal apprenticeship training programs that meet established quality, safety and performance standards and that such programs are approved and monitored by the U.S. Department of Labor and state labor agencies, including the Massachusetts Division of Apprenticeship Standards; and a recent report issued by the federal government stresses the need to expand industry apprenticeship programs as a means of building the pool of skilled labor, especially in the construction industry, U.S. Dep'ts of Labor, Commerce, Education, and Health and Human Resources, *What Works in Job Training: A Synthesis of the Evidence* 8 (July 22, 2014), and

WHEREAS, the City of Springfield understands that the highest levels of safety and quality of work on public works projects will be maintained by ensuring that all contractors and subcontractors participate in bona fide, industry-recognized apprenticeship training programs with a proven record of success, and that such programs which are registered with and approved by the federal or state labor agencies, including the Massachusetts Division of Apprentice Standards, in accordance

with regulations issued pursuant to the Fitzgerald Act, provide the most effective, time-tested means for craft labor personnel needed for a project meet appropriate education, skill and safety standards; and

WHEREAS, the courts have recognized that states and local cities seeking to exercise legitimate police powers and/or acting to protect substantial proprietary interests, have the right to adopt procurement, licensing and economic development legislation and/or to impose contract bid specifications designed to ensure the performance capabilities of prospective contractors and subcontractors and their employees, including apprenticeship training requirements and other craft labor qualifications; see *Bldg. & Const. Trades Council of the Metro. Dist. v. Assoc. Builders & Contractors of Mass./R.I., Inc.*, 507 U.S. 218 (1993); *Associated Builders & Contractors v. Mich. Dep't of Labor & Econ. Growth*, 543 F.3d 275 (6th Cir. 2008); *Hotel Employees & Restaurant Emps. Union, Local 57 v. Sage Hospitality Res., LLC*, 390 F.3d 206 (3rd Cir. 2004); and

WHEREAS, the City of Springfield also recognizes that ensuring adequate workforce development in the local construction industry is critical not only for its more immediate project needs but for future project planning, and that effective workforce development in the local construction industry requires adequate lead time, planning and resources, and that the City of Springfield can protect its proprietary interests by promoting greater use of craft labor training programs in the local construction industry, including apprenticeship and pre-apprenticeship programs, as such efforts will help produce a more reliable supply of trained craft workers to meet future project needs, while simultaneously reducing local unemployment and associated costs of government subsidy programs required for employed workers and their families; and

WHEREAS, the City of Springfield wishes to revise its procurement standards for public works construction contracts to address these findings and considerations, prevent and limit construction project delivery risks associated with these conditions and better ensure the success of these projects; now, therefore,

§82-45 Definitions. For the purpose of this chapter the words set out in this section shall have the following meanings:

A. "Springfield resident" means any person for whom the principal place of residence is within the City of Springfield during the entirety of time the person works on a public construction project within the City of Springfield. Proof of such residence may include, but is not limited to, the following: a valid Massachusetts driver's license indicating a Springfield residence, utility bills, proof of voter registration within the city of Springfield, a copy of a residential lease for a dwelling in Springfield with the person named as lessee, or such other proof acceptable to the monitoring committee. Any person who provides false information regarding his or her residence shall be subject to a fine of no more than three hundred dollars.

B. "Minority" means:

1. African-American - All persons having origins in any of the Black racial groups of Africa, including, but not limited to, African-Americans, and all persons having origins in any of the original peoples of the Cape Verdean Islands.

2. Hispanic - All persons having their origins in any of the Spanish-speaking peoples of Mexico, Puerto Rico, Cuba, Central or South America, or the Caribbean Islands.

3. Asian American - All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian sub-continent, or the Pacific Islands, including, but not limited to China, Japan, Korea, Samoa, India, and the Philippine Islands;

4. American Indian or Native American - All persons having origins in any of the original peoples of North America and who are recognized as an Indian by a tribe or tribal organization; or

5. Eskimo or Aleut - All persons having origins in f the peoples of Northern Canada, Greenland, Alaska, and Eastern Siberia.

C. "Public construction" means a project or a contract for a project, or sub-contract thereunder awarded by the City of

Springfield for projects subject to M.G.L. c. 149 sec 44A(2); M.G.L. c. 149A and M.G.L. c. 30 sec 39M. All projects which cost less than two hundred and fifty thousand dollars (\$250,000.00) for contractors or which cost less than twenty-five thousand dollars (\$25,000.00) for sub-contractors, and all projects undertaken by any regional commission or board to which the City of Springfield is not the sole signatory, are exempt from this chapter.

D. "Contractor" means all persons, corporations, agencies, firms, businesses, developers, bidders, proposers, trade contractors, installers, subcontractors, and sub-subcontractors, for projects defined herein as public construction, except so-called design services pursuant to Massachusetts General Laws Chapter 7C, Section 44.

F. "Bidding authority" means the city department or agency assigned or directly responsible for the bidding of public construction.

G. "Springfield public construction employment certification form" means the form which must be submitted by the contractor with any and all bids for public construction requiring, that as a condition for bidding, the contractor agrees to comply with the requirements contained in this ordinance if awarded the contract. Such form may be from time to time amended by the monitoring committee to suit the purpose and intent of this chapter.

H. "Springfield public construction employee reporting form" means the form which must be submitted by the successful contractor to the bidding authority no later than thirty (30) days before commencement of work under the contract. Such form shall list Springfield residents, minorities, and women that have been contacted and confirmed to be employed by the contractor. Such submitted forms shall be delivered to the monitoring committee, and may be from time to time amended by the monitoring committee to suit the purpose and intent of this chapter. Contractors are responsible for providing this form to all subcontractors, sub-subcontractors, and installers that have been hired to perform work in furtherance of a public construction project. This form is required to be submitted by all trade contractors, subcontractors, sub-subcontractors, and installers performing work in furtherance of a public construction project.

I. "Springfield public construction employment tracking system" means a physical or electronic system (other than a handwritten sign-in sheet) maintained by the contractor keeping track on a weekly basis of the employees that are working on the project for the entire duration of their work on the project. The records from this tracking system shall be submitted to compliance officer or his/her designee, and shall be made available for inspection by the monitoring committee. The monitoring committee shall develop the standards for the tracking system to be utilized on a project which, at minimum, shall require tracking of the following information: name of each employee; city or town and state of residence of each employee and length of residence; minority status and gender of each employee, apprentice or journey worker status of each employee; craft of each employee; job category of each employee; hours worked on a daily basis of each employee; hourly wage of each employee; company for which each employee is employed; and total number of hours worked by the contractor's employees, by craft, during the reporting period. Contractors are responsible for providing this form to all trade contractors, subcontractors, sub-subcontractors, and installers that have been hired to perform work in furtherance of a public construction project. This form is required to be submitted by all subcontractors, sub-subcontractors, and installers performing work in furtherance of a public construction project.

J. "Monitoring committee decision on compliance with this chapter" means the form used by the monitoring committee to render decisions on submittals of the Springfield public construction employee reporting form and employment tracking system records.

K. "Springfield Responsible Employer Ordinance monitoring committee". Herein known as "monitoring committee." This chapter, its enforcement, and compliance with its requirements shall be monitored by the monitoring committee. The monitoring committee shall be comprised of five (5) individuals including the following and each shall serve at the discretion of his or her appointing authority:

1. Two appointees of the city council;

2. Three appointees of the mayor. Initially, one (1) appointment by the mayor and one (1) appointment by the city council shall serve for one (1) year. Except as noted herein all appointments made in accordance with this chapter shall serve for two (2) year terms. Such terms may be sooner terminated, with or without case, by the appointing authority named herein. All action by the monitoring committee shall be by majority vote of a quorum of the then appointed members. A quorum shall be no less than three (3) members.

L. "Bid" means any bid, proposal, or quote rendered by a contractor to the City or to another Contractor for the performance of work on a public construction project as defined herein. (As enacted on 07/27/2009)

M. "Veteran" shall mean a person who has served in any branch of the United States Armed Forces, and was not dishonorably discharged.

§82-46 Contractor Responsibility and Compliance of Contractors and subcontractors. A. All bidders, contractors and all subcontractors under the contractor for public construction projects as defined herein subject to M.G.L. Ch. 149, Sec. 44A(2), or M.G.L. Ch. 30, Sec. 39M and M.G.L. 149A shall, as a condition for bidding, agree in writing that they shall comply with the following:

1. The Contractor or proposer and all trade contractors and subcontractors under the Contractor shall comply with the Springfield Responsible Employer Ordinance as it currently exists and as it may, from time to time, be amended. The Contractor or proposer shall be responsible for reporting to the City when any subcontractor or installer has been hired for the project, and whether the subcontractor cannot achieve compliance with the Responsible Employer Ordinance and needs to request a waiver. At the time a subcontractor is hired, the contractor shall be responsible for providing each subcontractor with the Springfield Public Construction Employee Reporting Form, the Weekly Oath form, the Weekly Employment Tracking System form, and the Subcontractor's Agreement to Comply with Responsible Employer Ordinance, and for the subcontractor's submission of said forms to the City Compliance Officer.

2. All bidders, contractors, proposers and all trade contractors and subcontractors under the contractor who are awarded contracts or who otherwise obtain contracts on public construction projects as defined herein, subject to M.G.L. Ch. 149, Sec. 44A(2), MGL CH. 30, Sec. 39M or M.G.L. Ch. 149A, shall comply with the provisions of this ordinance for the duration of their work on the project, and an officer of each such contractor or subcontractor shall certify under oath and in writing on a weekly basis that they are in compliance with said ordinance.

3. All contracts subject to this Ordinance shall provide that a violation of the requirements of this Ordinance shall be a material breach of said contract.

B. On public construction projects as defined herein, the contractor and all trade contractors and subcontractors shall comply with the following requirements and such requirements are incorporated by reference into the bid specifications:

1. In accordance with this chapter, the contractor shall be required to provide employment in the amount of thirty-five percent (35%) minimum per craft of the total project hours worked by Massachusetts residents employed by the contractor, to Springfield residents qualified by craft.

2. The contractor shall be required to provide employment in the amount of twenty percent (20%) minimum per craft of the total project hours worked by the contractor, to minorities qualified by craft.

3. The contractor shall be required to provide employment in the amount of six and 9/10 percent (6.9%) minimum per craft of the total project hours worked by the contractor, to women qualified by craft.

4. The contractor shall be required to provide employment in the amount of five percent (5.0%) minimum per craft of the total project hours worked by the contractor, to veterans qualified by craft.

5. The contractor shall be required to complete and submit the Springfield construction employment certification form, with any and all bids for public construction. This form will be included in the bid specifications. Failure of the

contractor to submit such form shall be cause for rejection of the bid.

6. The contractor who has been awarded a contract for public construction by the bidding authority shall complete the Springfield construction employee reporting form and submit the same to the bidding authority and monitoring committee no later than thirty (30) calendar days before commencement of work under the contract. Contractors are responsible for providing this form to all subcontractors, sub-subcontractors, and installers that have been hired to perform work in furtherance of a public construction project. This form is required to be submitted by all trade contractors, subcontractors, sub-subcontractors, and installers performing work in furtherance of a public construction project as defined herein.

7. All contractors who are awarded, or otherwise obtain a public construction contract subject to this ordinance, shall maintain a weekly Springfield public construction employee tracking system as defined in this Ordinance, keeping track on a weekly basis of the contractors' employees that are working on the project for the entire duration of the of their work on the project. Such records from this tracking system shall be submitted weekly to the Springfield compliance officer or his/her designee and the monitoring committee, and shall be submitted with certified payroll records. This form is required to be submitted by all trade contractors, subcontractors, sub-subcontractors, and installers performing work in furtherance of a public construction project. (As enacted on 07/27/2009)

8. The bidder, contractor, proposer and all trade contractors and subcontractors under the contractor shall certify in writing that their employees shall be able to work in harmony with employees of all other subcontractors on the job site. "Harmony" shall be defined to mean that the presence of any contractor or subcontractor employees shall not result in any picket line, work stoppage or any other form of labor demonstrated on the job site or labor organizations representing the trades and/or crafts of the employees on the job sites.

9. The Contractor or proposer, and all trade contractors and subcontractors under the contractor shall properly

classify employees employed on the project as employees rather than independent contractors and shall properly classify said employees accordingly for purposes of workers' compensation insurance coverage, employment taxes, social security taxes and income tax withholding pursuant to M.G.L. Ch. 149.

10. The contractor and all trade contractors and subcontractors under the contractor must at the time of bidding maintain or participate in a bona fide apprentice training program as defined by M.G.L. c.23, §§11H and 11I for each apprenticeable trade or occupation represented in their workforce that is approved by the Division of Apprentice Standards of the Department of Labor and Workforce Development, regardless of whether or not the program qualifies as an employee welfare benefit plan under ERISA, and must register all apprentices with the Division and abide by the apprentice to journeyman ratio for each trade prescribed therein in the performance of any work on the project. This ordinance does not require the program to be an ERISA plan; the program need only have been approved by the Division of Apprenticeship Standards.

Note: All general bidders, contractors, or proposers and all trade contractors and sub-bidders at every tier must submit with its bid or proposal an original, stamped Sponsor Verification letter from the Commonwealth of Massachusetts, Department of Labor and Workforce Development - Division of Apprentice Standards, issued within the past ninety (90) calendar days, evidencing that at the time of submitting a bid or proposal, the bidder or proposer is currently an Approved Sponsor of Apprentices. Any bid or proposal submitted without the above documentation shall be rejected.

§82-47 Compliance waiver.

The contractor or subcontractor may submit with the Springfield public construction employee reporting form a request for a full or partial waiver. Such waiver shall be based on the fact that there is an insufficient pool of qualified persons available in the required craft(s). The contractor must provide documentation with the request regarding its efforts to hire Springfield

residents, minorities, women, veterans, and/or apprentices who are qualified by craft. Such documentation shall include evidence of efforts conducted by the developer, contractor and subcontractors which shows a high level of effort in attempting to obtain said employees. Such effort shall include, but not be limited to, advertising employment opportunities in minority and other local and community news media; notifying women and other community-based organizations of employment opportunities; notifying local career center(s) of employment opportunities; maintaining a file of each worker referred to the Contractor and what action was taken concerning such worker; and soliciting local companies for contracting purposes. If a contractor has a collective bargaining agreement with a union which has failed to refer a Springfield resident, minority, or woman worker, the contractor must provide a letter from the union documenting that it cannot supply the requisite employee. Provisions of this chapter may be waived in whole or in part, on a case by case basis, through a determination made by the monitoring committee. The monitoring committee or single sole representative appointed by the monitoring committee, shall respond to the request for such waiver within fourteen (14) business days of the receipt thereof. In the event no response is forthcoming within the fourteen (14) business day time period, waiver shall be deemed to have been approved. No waiver requests shall be heard or allowed where the underlying portion of or trade work within the construction project related to the waiver request has been completed. (As enacted on 07/27/2009)

§82-48 Monitoring Committee responsibility.

Such committee shall meet on a bi-weekly basis, or as needed, and shall review and monitor all information and documentation provided by all parties (including by not limited to contractors) to establish compliance with this chapter. If through such monitoring, it is determined that one or more contractors are not complying with this chapter, the committee shall immediately notify the city compliance officer. The monitoring committee shall act on all requests for compliance waivers under this Ordinance. The committee shall draft and accept all forms that are necessary for compliance with this chapter. (As enacted on 07/27/2009)

§82-49 Monitoring Committee Review.

A. The monitoring committee shall regularly review the Weekly Oath form(s), the Weekly Springfield public construction employment tracking system form(s), and any other forms required under this Ordinance as the monitoring committee deems necessary from time to time, as submitted by contractors, sub-contractors, and/or sub-subcontractors to the bidding authority pursuant to this Ordinance. The monitoring committee shall be responsible for carrying out the review provisions of this chapter.

B. The monitoring committee shall make decisions as cited below with the following criteria:

1. Ensure that the contractor and all subcontractors have completed the Springfield public construction employee reporting form.

2. The information provided must show compliance with minimum employment requirements cited in this Ordinance, or demonstrate that the contractor, subcontractor, or sub-subcontractor has submitted sufficient information to approve a full or partial waiver under the provisions of Section 82-47 above.

3. The contractor shall have received commitments from Springfield residents, minorities, and women, in accordance with the Springfield construction employee reporting form.

C. The monitoring committee shall file a final decision with the city compliance officer within fourteen (14) business days of receipt of the information as cited in this section. Such decision shall also be forwarded to the bidding authority and sent by registered or certified mail to the petitioning contractors and subcontractors who have been reviewed for compliance. Such decision shall be in the manner of the form titled "Springfield construction employment monitoring committee decision on compliance with the Springfield Responsible Employer Ordinance." Within fourteen (14) business days of receipt of a final decision from the monitoring committee that finds non-compliance with this Ordinance, the City shall send written notice to the non-compliant party, stating therein the enforcement actions to be taken under Section 82-50 below, if any. (As enacted on 07/27/2009)

§82-50 Penalties and Enforcement.

A. In accord with the provisions of M.G.L. ordinance 40, Sections 21D and 31 as well as every other authority and power that may have been or may hereafter be conferred upon it, the city may enforce the provisions of this ordinance, restrain violations thereof, and seek injunctions and judgments to secure compliance. Without limiting the generality of the foregoing, in the event a contractor or subcontractor fails to comply with any one of the requirements in this ordinance, for any period of time, upon three days written notice to the violator, the city may take any or all of the following actions:

1. Assessment of a fine of three hundred dollars (\$300.00)per day of violation, or the maximum amount allowed by law whichever is greater, against the contractor or subcontractor who violates this chapter. Any fine imposed which is not paid in full by the violator shall be offset by the city of Springfield against any payment due to the contractor under any contract for the project, to the extent allowed by law;
2. Cease-and-desist order against any contractor or subcontractor to stop the project;
3. Withholding of payment due under any contract until compliance is obtained; and
4. Permanent removal from any work on the project.

B. In the event that a contractor fails to comply with the harmony clause in Section 4.15.030 B(7), the City may assess against the contractor those costs incurred by the City or the contractor to provide security which may or may not be in the form of police details, security fences, establishment of separate gates, lost work days for every employee who is prevented from working on the job site by the establishment of picket lines, work stoppage or other labor demonstrations.

C. Contractors, subcontractors, sub-subcontractors, bidders and proposers shall be equally liable for violations of this Ordinance by subcontractors hired to perform work under the Contractor in furtherance of a public construction project as defined herein, with the exception of violations arising from work performed pursuant to subcontracts that are subject to M.G.L. c.149, §44F. Any contractor or subcontractor that has been determined by the City or by any court or agency to have violated any of the obligations set forth in this Chapter shall

be barred from performing any work on any future projects for six months for a first violation, three years for a second violation and permanently for a third violation. (As enacted on 07/27/2009)

§82-51 Priority of Ordinance.

Where this law or any selection of employees thereto conflicts with other laws relating to affirmative action hiring requirements as set forth by federal, state or local laws, those laws shall supersede this chapter. (As enacted on 07/27/2009)

§82-52 Severability.

In the event any section of this chapter is deemed illegal, unenforceable or unconstitutional, then the remaining sections shall remain in full force and effect. (As enacted on 07/27/2009)

Approved as to form,

Associate City Solicitor

Please see attached materials

HISTORY:

10/03/16 City Council
Next: 10/17/16

REFERRED TO COMMITTEE

10/17/16 City Council
Next: 11/14/16

REFERRED TO COMMITTEE

RESULT: FIRST STEP

Next: 12/5/2016 7:00 PM

AMENDING CHAPTER 82, ARTICLE V OF THE REVISED ORDINANCES OF THE CITY OF SPRINGFIELD, AS AMENDED, BY DELETING ARTICLE IV, AND BY DELETING THE PREVIOUS VERSION OF CHAPTER 82, ARTICLE V, AND INSERTING NEW CHAPTER 82, ARTICLE V IN ITS PLACE.

CHAPTER 82, ARTICLE IV of the Revised Ordinances of the City of Springfield, as amended, is hereby deleted in its entirety.

CHAPTER 82, ARTICLE V of the Revised Ordinances of the City of Springfield, as amended, is hereby deleted in its entirety and replaced with a new Chapter 82, Article V hereto as follows:

Chapter 82, Article V: Responsible Employer Ordinance
Public Construction Contracts

§82-44 PURPOSE AND PREAMBLE

§82-45 DEFINITIONS

§82-46 CONTRACTOR RESPONSIBILITY AND COMPLIANCE OF
CONTRACTORS AND SUBCONTRACTORS

§82-47 COMPLIANCE WAIVER

§82-48 MONITORING COMMITTEE RESPONSIBILITY

§82-49 MONITORING COMMITTEE REVIEW

§82-50 PENALTIES AND ENFORCEMENT

§82-51 PRIORITY OF ORDINANCE

§82-52 SEVERABILITY

§82-44 Purpose and Preamble. Due to the City of Springfield's high level of unemployment, diversified workforce demographics, and large minority population, the residents of Springfield, veterans, and a diversity of people qualified by craft, should be part of and benefit from public construction projects in the city of Springfield. Therefore, it is appropriate for the city of Springfield to require that each public construction project, as defined herein, include employment opportunities for Springfield residents, minorities and women through compliance with the ordinance codified in this chapter. Further, the City finds and determines that taxpayer money is most efficiently and productively spent by awarding construction contracts to firms that include and enforce provisions requiring compliance with state laws governing the payment of prevailing wages, the

provision of workers compensation coverage, and the proper classification of individuals as employees and not as independent contractors, as well as provisions concerning state-certified apprenticeship programs. The City Council hereby further finds and determines that it is appropriate for it to exercise entrepreneurial discretion by requiring firms that are awarded such contracts to comply with this ordinance because a failure to comply is injurious to the life, health and happiness of individuals employed by such firms and is deleterious to the quality of life in the City where most of such individuals reside.

WHEREAS, on _____ the City of Springfield passed Ordinance Chapter 82, Article V for the purpose of setting forth certain procurement standards for public works construction contracts; and

WHEREAS, since the enactment of Ordinance No. _____, the City of Springfield has engaged in further review and consideration of the contracting, which has highlighted the need to re-examine and further revise these contracting guidelines to better ensure they serve their intended purpose, comport with applicable federal and state law, and serve the best interests of Springfield ; and

WHEREAS, the City of Springfield, like many state and localities across the U.S., faces critical infrastructure needs that are substantial in scope and that must be addressed, which will require the City of Springfield to plan, manage and oversee major capital investments in both the short and long term; and

WHEREAS, the City of Springfield recognizes that the planning and execution of such public works projects involves the exercise of essential police powers to protect and promote public health, safety and welfare, and constitutes one of the most important obligations Springfield has to its citizens because such projects require substantial taxpayer investments and are necessary to the effective performance of vital government functions; and

WHEREAS, to properly effectuate this use of police powers and protect its financial investments and proprietary interests in these projects, the City of Springfield must utilize effective contracting and procurement procedures, including clearly defined, pre-established evaluation criteria, to ensure the selection of qualified, reputable contractors and properly trained and skilled workers who share the City of Springfield's commitment to safety, quality, time, and budgetary concerns; and

WHEREAS, securing successful delivery of public works projects is extremely difficult due to the unique, complex, unpredictable and inherently dangerous nature of the construction industry, wherein errors in project planning or execution can result in serious health and safety risks to project workers and/or the general public, unnecessary cost overruns, flawed or inferior projects, and disruptions in schedules that delay the use of critical government facilities; and

WHEREAS, due to the importance of public works projects, and the fact that they are financed by taxes paid by local residents, the City of Springfield wishes to ensure that such projects are performed only by "responsible" contractors and subcontractors, which must be reputable business entities that have: (a) a satisfactory record of past performance, including compliance with applicable laws and industry regulations; and (b) adequate present performance capabilities, including expertise, personnel and other resources needed to successfully perform projects in a safe, timely and cost-effective manner; and

WHEREAS, effective contracting procedures, designed to ensure that contractors and subcontractors are qualified, responsible firms, must recognize unique challenges affecting construction project delivery, including the following: (a) the construction industry is a highly mobile, transient industry which requires strict scrutiny of a firm's past performance, as well as its current capabilities; (b) construction is an inherently dangerous industry that requires contractors, subcontractors and their employees to be properly trained in safety techniques and procedures; and (c) construction, which is a highly skilled, labor intensive industry, is facing increasingly difficult challenges in ensuring that there is an adequate pipeline of properly trained, qualified workers available for future projects, and such

conditions pose major risks to the planning and execution future capital construction projects; and

WHEREAS, leading organizations in the construction industry, including trade associations representing project owners such as the Construction Users Roundtable, have repeatedly issued strong recommendations to parties purchasing construction services for large capital projects that, due to challenges relating to the supply of skilled craft personnel, contractors and subcontractors should be pre-qualified on the basis of craft labor training to protect the project owner's financial and proprietary interests by ensuring that such firms have an adequate supply of trained, skilled craft personnel to perform their projects; *Confronting the Skilled Workforce Shortage*, Construction Users Roundtable (June 2004); Construction Users Roundtable, *Skilled Labor Shortage Risk Mitigation*, WP-1101, January 2015; and

WHEREAS, in seeking to ensure the adequate development of trained, skilled personnel for the construction industry, as well as other industries, the United States Congress passed the Fitzgerald Act, Pub. L. No. 75-308, 50 Stat. 664, H.R. REP. No. 75-945, which created a system in which workers could be properly trained in construction skills and safety procedures through organized, formal apprenticeship training programs that meet established quality, safety and performance standards and that such programs are approved and monitored by the U.S. Department of Labor and state labor agencies, including the Massachusetts Division of Apprenticeship Standards; and a recent report issued by the federal government stresses the need to expand industry apprenticeship programs as a means of building the pool of skilled labor, especially in the construction industry, U.S. Dep'ts of Labor, Commerce, Education, and Health and Human Resources, *What Works in Job Training: A Synthesis of the Evidence* 8 (July 22, 2014), and

WHEREAS, the City of Springfield understands that the highest levels of safety and quality of work on public works projects will be maintained by ensuring that all contractors and subcontractors participate in bona fide, industry-recognized apprenticeship training programs with a proven record of success, and that such programs which are registered with and approved by the federal or state labor agencies, including the Massachusetts Division of

Apprentice Standards, in accordance with regulations issued pursuant to the Fitzgerald Act, provide the most effective, time-tested means for craft labor personnel needed for a project meet appropriate education, skill and safety standards; and

WHEREAS, the courts have recognized that states and local cities seeking to exercise legitimate police powers and/or acting to protect substantial proprietary interests, have the right to adopt procurement, licensing and economic development legislation and/or to impose contract bid specifications designed to ensure the performance capabilities of prospective contractors and subcontractors and their employees, including apprenticeship training requirements and other craft labor qualifications; see *Bldg. & Const. Trades Council of the Metro. Dist. v. Assoc. Builders & Contractors of Mass./R.I., Inc.*, 507 U.S. 218 (1993); *Associated Builders & Contractors v. Mich. Dep't of Labor & Econ. Growth*, 543 F.3d 275 (6th Cir. 2008); *Hotel Employees & Restaurant Emps. Union, Local 57 v. Sage Hospitality Res., LLC*, 390 F.3d 206 (3rd Cir. 2004); and

WHEREAS, the City of Springfield also recognizes that ensuring adequate workforce development in the local construction industry is critical not only for its more immediate project needs but for future project planning, and that effective workforce development in the local construction industry requires adequate lead time, planning and resources, and that the City of Springfield can protect its proprietary interests by promoting greater use of craft labor training programs in the local construction industry, including apprenticeship and pre-apprenticeship programs, as such efforts will help produce a more reliable supply of trained craft workers to meet future project needs, while simultaneously reducing local unemployment and associated costs of government subsidy programs required for employed workers and their families; and

WHEREAS, the City of Springfield wishes to revise its procurement standards for public works construction contracts to address these findings and considerations, prevent and limit construction project delivery risks associated with these conditions and better ensure the success of these projects; now, therefore,

§82-45 Definitions. For the purpose of this chapter the words set out in this section shall have the following meanings:

A. "Springfield resident" means any person for whom the principal place of residence is within the City of Springfield during the entirety of time the person works on a public construction project within the City of Springfield. Proof of such residence may include, but is not limited to, the following: a valid Massachusetts driver's license indicating a Springfield residence, utility bills, proof of voter registration within the city of Springfield, a copy of a residential lease for a dwelling in Springfield with the person named as lessee, or such other proof acceptable to the monitoring committee. Any person who provides false information regarding his or her residence shall be subject to a fine of no more than three hundred dollars.

B. "Minority" means:

1. African-American - All persons having origins in any of the Black racial groups of Africa, including, but not limited to, African-Americans, and all persons having origins in any of the original peoples of the Cape Verdean Islands.
2. Hispanic - All persons having their origins in any of the Spanish-speaking peoples of Mexico, Puerto Rico, Cuba, Central or South America, or the Caribbean Islands.
3. Asian American - All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian sub-continent, or the Pacific Islands, including, but not limited to China, Japan, Korea, Samoa, India, and the Philippine Islands;
4. American Indian or Native American - All persons having origins in any of the original peoples of North America and who are recognized as an Indian by a tribe or tribal organization; or

5. Eskimo or Aleut - All persons having origins in f the peoples of Northern Canada, Greenland, Alaska, and Eastern Siberia.

C. "Public construction" means a project or a contract for a project, or sub-contract thereunder awarded by the City of Springfield for projects subject to M.G.L. c. 149 sec 44A(2); M.G.L. c. 149A and M.G.L. c. 30 sec 39M. All projects which cost less than two hundred and fifty thousand dollars (\$250,000.00) for contractors or which cost less than twenty-five thousand dollars (\$25,000.00) for sub-contractors, and all projects undertaken by any regional commission or board to which the City of Springfield is not the sole signatory, are exempt from this chapter.

D. "Contractor" means all persons, corporations, agencies, firms, businesses, developers, bidders, proposers, trade contractors, installers, subcontractors, and sub-subcontractors, for projects defined herein as public construction, except so-called design services pursuant to Massachusetts General Laws Chapter 7C, Section 44.

F. "Bidding authority" means the city department or agency assigned or directly responsible for the bidding of public construction.

G. "Springfield public construction employment certification form" means the form which must be submitted by the contractor with any and all bids for public construction requiring, that as a condition for bidding, the contractor agrees to comply with the requirements contained in this ordinance if awarded the contract. Such form may be from time to time amended by the monitoring committee to suit the purpose and intent of this chapter.

H. "Springfield public construction employee reporting form" means the form which must be submitted by the successful contractor to the bidding authority no later than thirty (30) days before commencement of work under the contract. Such form shall list Springfield residents, minorities, and women that have been contacted and confirmed to be employed by the contractor. Such submitted forms shall be delivered to the monitoring committee, and may be from time to time amended by the

monitoring committee to suit the purpose and intent of this chapter. Contractors are responsible for providing this form to all subcontractors, sub-subcontractors, and installers that have been hired to perform work in furtherance of a public construction project. This form is required to be submitted by all trade contractors, subcontractors, sub-subcontractors, and installers performing work in furtherance of a public construction project.

I. "Springfield public construction employment tracking system" means a physical or electronic system (other than a handwritten sign-in sheet) maintained by the contractor keeping track on a weekly basis of the employees that are working on the project for the entire duration of their work on the project. The records from this tracking system shall be submitted to compliance officer or his/her designee, and shall be made available for inspection by the monitoring committee. The monitoring committee shall develop the standards for the tracking system to be utilized on a project which, at minimum, shall require tracking of the following information: name of each employee; city or town and state of residence of each employee and length of residence; minority status and gender of each employee, apprentice or journey worker status of each employee; craft of each employee; job category of each employee; hours worked on a daily basis of each employee; hourly wage of each employee; company for which each employee is employed; and total number of hours worked by the contractor's employees, by craft, during the reporting period. Contractors are responsible for providing this form to all trade contractors, subcontractors, sub-subcontractors, and installers that have been hired to perform work in furtherance of a public construction project. This form is required to be submitted by all subcontractors, sub-subcontractors, and installers performing work in furtherance of a public construction project.

J. "Monitoring committee decision on compliance with this chapter" means the form used by the monitoring committee to render decisions on submittals of the Springfield public construction employee reporting form and employment tracking system records.

K. "Springfield Responsible Employer Ordinance monitoring committee". Herein known as "monitoring committee." This

chapter, its enforcement, and compliance with its requirements shall be monitored by the monitoring committee. The monitoring committee shall be comprised of five (5) individuals including the following and each shall serve at the discretion of his or her appointing authority:

1. Two appointees of the city council;
2. Three appointees of the mayor. Initially, one (1) appointment by the mayor and one (1) appointment by the city council shall serve for one (1) year. Except as noted herein all appointments made in accordance with this chapter shall serve for two (2) year terms. Such terms may be sooner terminated, with or without cause, by the appointing authority named herein. All action by the monitoring committee shall be by majority vote of a quorum of the then appointed members. A quorum shall be no less than three (3) members.

L. "Bid" means any bid, proposal, or quote rendered by a contractor to the City or to another Contractor for the performance of work on a public construction project as defined herein. (As enacted on 07/27/2009)

M. "Veteran" shall mean a person who has served in any branch of the United States Armed Forces, and was not dishonorably discharged.

§82-46 Contractor Responsibility and Compliance of Contractors and subcontractors. A. All bidders, contractors and all subcontractors under the contractor for public construction projects as defined herein subject to M.G.L. Ch. 149, Sec. 44A(2), or M.G.L. Ch. 30, Sec. 39M and M.G.L. 149A shall, as a condition for bidding, agree in writing that they shall comply with the following:

1. The Contractor or proposer and all trade contractors and subcontractors under the Contractor shall comply with the Springfield Responsible Employer Ordinance as it currently exists and as it may, from time to time, be amended. The Contractor or proposer shall be responsible for reporting to the City when any subcontractor or installer has been hired for the project, and whether the subcontractor cannot achieve compliance with the Responsible Employer Ordinance and

needs to request a waiver. At the time a subcontractor is hired, the contractor shall be responsible for providing each subcontractor with the Springfield Public Construction Employee Reporting Form, the Weekly Oath form, the Weekly Employment Tracking System form, and the Subcontractor's Agreement to Comply with Responsible Employer Ordinance, and for the subcontractor's submission of said forms to the City Compliance Officer.

2. All bidders, contractors, proposers and all trade contractors and subcontractors under the contractor who are awarded contracts or who otherwise obtain contracts on public construction projects as defined herein, subject to M.G.L. Ch. 149, Sec. 44A(2), MGL CH. 30, Sec. 39M or M.G.L. Ch. 149A, shall comply with the provisions of this ordinance for the duration of their work on the project, and an officer of each such contractor or subcontractor shall certify under oath and in writing on a weekly basis that they are in compliance with said ordinance.

3. All contracts subject to this Ordinance shall provide that a violation of the requirements of this Ordinance shall be a material breach of said contract.

B. On public construction projects as defined herein, the contractor and all trade contractors and subcontractors shall comply with the following requirements and such requirements are incorporated by reference into the bid specifications:

1. In accordance with this chapter, the contractor shall be required to provide employment in the amount of thirty-five percent (35%) minimum per craft of the total project hours worked by Massachusetts residents employed by the contractor, to Springfield residents qualified by craft.

2. The contractor shall be required to provide employment in the amount of twenty percent (20%) minimum per craft of the total project hours worked by the contractor, to minorities qualified by craft.

3. The contractor shall be required to provide employment in the amount of six and 9/10 percent (6.9%) minimum per craft of the total project hours worked by the contractor, to women qualified by craft.

4. The contractor shall be required to provide employment in the amount of five percent (5.0%) minimum per craft of the total project hours worked by the contractor, to veterans qualified by craft.

5. The contractor shall be required to complete and submit the Springfield construction employment certification form, with any and all bids for public construction. This form will be included in the bid specifications. Failure of the contractor to submit such form shall be cause for rejection of the bid.

6. The contractor who has been awarded a contract for public construction by the bidding authority shall complete the Springfield construction employee reporting form and submit the same to the bidding authority and monitoring committee no later than thirty (30) calendar days before commencement of work under the contract. Contractors are responsible for providing this form to all subcontractors, sub-subcontractors, and installers that have been hired to perform work in furtherance of a public construction project. This form is required to be submitted by all trade contractors, subcontractors, sub-subcontractors, and installers performing work in furtherance of a public construction project as defined herein.

7. All contractors who are awarded, or otherwise obtain a public construction contract subject to this ordinance, shall maintain a weekly Springfield public construction employee tracking system as defined in this Ordinance, keeping track on a weekly basis of the contractors' employees that are working on the project for the entire duration of the of their work on the project. Such records from this tracking system shall be submitted weekly to the Springfield compliance officer or his/her designee and the monitoring committee, and shall be submitted with certified payroll records. This form is required to be submitted by all trade contractors, subcontractors, sub-subcontractors, and installers performing work in furtherance of a public construction project. (As enacted on 07/27/2009)

8. The bidder, contractor, proposer and all trade contractors and subcontractors under the contractor shall certify in writing that their employees shall be able to

work in harmony with employees of all other subcontractors on the job site. "Harmony" shall be defined to mean that the presence of any contractor or subcontractor employees shall not result in any picket line, work stoppage or any other form of labor demonstrated on the job site or labor organizations representing the trades and/or crafts of the employees on the job sites.

9. The Contractor or proposer, and all trade contractors and subcontractors under the contractor shall properly classify employees employed on the project as employees rather than independent contractors and shall properly classify said employees accordingly for purposes of workers' compensation insurance coverage, employment taxes, social security taxes and income tax withholding pursuant to M.G.L. Ch. 149.

10. The contractor and all trade contractors and subcontractors under the contractor must at the time of bidding maintain or participate in a bona fide apprentice training program as defined by M.G.L. c.23, §§11H and 11I for each apprenticeable trade or occupation represented in their workforce that is approved by the Division of Apprentice Standards of the Department of Labor and Workforce Development, regardless of whether or not the program qualifies as an employee welfare benefit plan under ERISA, and must register all apprentices with the Division and abide by the apprentice to journeyman ratio for each trade prescribed therein in the performance of any work on the project. This ordinance does not require the program to be an ERISA plan; the program need only have been approved by the Division of Apprenticeship Standards.

Note: All general bidders, contractors, or proposers and all trade contractors and sub-bidders at every tier must submit with its bid or proposal an original, stamped Sponsor Verification letter from the Commonwealth of Massachusetts, Department of Labor and Workforce Development - Division of Apprentice Standards, issued within the past ninety (90) calendar days, evidencing that at the time of submitting a bid or proposal, the bidder or proposer is currently an Approved Sponsor of Apprentices. Any bid or proposal submitted without the above documentation shall be rejected.

§82-47 Compliance waiver.

The contractor or subcontractor may submit with the Springfield public construction employee reporting form a request for a full or partial waiver. Such waiver shall be based on the fact that there is an insufficient pool of qualified persons available in the required craft(s). The contractor must provide documentation with the request regarding its efforts to hire Springfield residents, minorities, women, veterans, and/or apprentices who are qualified by craft. Such documentation shall include evidence of efforts conducted by the developer, contractor and subcontractors which shows a high level of effort in attempting to obtain said employees. Such effort shall include, but not be limited to, advertising employment opportunities in minority and other local and community news media; notifying women and other community-based organizations of employment opportunities; notifying local career center(s) of employment opportunities; maintaining a file of each worker referred to the Contractor and what action was taken concerning such worker; and soliciting local companies for contracting purposes. If a contractor has a collective bargaining agreement with a union which has failed to refer a Springfield resident, minority, or woman worker, the contractor must provide a letter from the union documenting that it cannot supply the requisite employee. Provisions of this chapter may be waived in whole or in part, on a case by case basis, through a determination made by the monitoring committee. The monitoring committee or single sole representative appointed by the monitoring committee, shall respond to the request for such waiver within fourteen (14) business days of the receipt thereof. In the event no response is forthcoming within the fourteen (14) business day time period, waiver shall be deemed to have been approved. No waiver requests shall be heard or allowed where the underlying portion of or trade work within the construction project related to the waiver request has been completed. (As enacted on 07/27/2009)

§82-48 Monitoring Committee responsibility.

Such committee shall meet on a bi-weekly basis, or as needed, and shall review and monitor all information and

documentation provided by all parties (including by not limited to contractors) to establish compliance with this chapter. If through such monitoring, it is determined that one or more contractors are not complying with this chapter, the committee shall immediately notify the city compliance officer. The monitoring committee shall act on all requests for compliance waivers under this Ordinance. The committee shall draft and accept all forms that are necessary for compliance with this chapter. (As enacted on 07/27/2009)

§82-49 Monitoring Committee Review.

A. The monitoring committee shall regularly review the Weekly Oath form(s), the Weekly Springfield public construction employment tracking system form(s), and any other forms required under this Ordinance as the monitoring committee deems necessary from time to time, as submitted by contractors, sub-contractors, and/or sub-subcontractors to the bidding authority pursuant to this Ordinance. The monitoring committee shall be responsible for carrying out the review provisions of this chapter.

B. The monitoring committee shall make decisions as cited below with the following criteria:

1. Ensure that the contractor and all subcontractors have completed the Springfield public construction employee reporting form.
2. The information provided must show compliance with minimum employment requirements cited in this Ordinance, or demonstrate that the contractor, subcontractor, or sub-subcontractor has submitted sufficient information to approve a full or partial waiver under the provisions of Section 82-47 above.
3. The contractor shall have received commitments from Springfield residents, minorities, and women, in accordance with the Springfield construction employee reporting form.

C. The monitoring committee shall file a final decision with the city compliance officer within fourteen (14) business days of receipt of the information as cited in this section. Such decision shall also be forwarded to the bidding authority and sent by registered or certified mail to the petitioning contractors and subcontractors who have

been reviewed for compliance. Such decision shall be in the manner of the form titled "Springfield construction employment monitoring committee decision on compliance with the Springfield Responsible Employer Ordinance." Within fourteen (14) business days of receipt of a final decision from the monitoring committee that finds non-compliance with this Ordinance, the City shall send written notice to the non-compliant party, stating therein the enforcement actions to be taken under Section 82-50 below, if any. (As enacted on 07/27/2009)

§82-50 Penalties and Enforcement.

A. In accord with the provisions of M.G.L. ordinance 40, Sections 21D and 31 as well as every other authority and power that may have been or may hereafter be conferred upon it, the city may enforce the provisions of this ordinance, restrain violations thereof, and seek injunctions and judgments to secure compliance. Without limiting the generality of the foregoing, in the event a contractor or subcontractor fails to comply with any one of the requirements in this ordinance, for any period of time, upon three days written notice to the violator, the city may take any or all of the following actions:

1. Assessment of a fine of three hundred dollars (\$300.00) per day of violation, or the maximum amount allowed by law whichever is greater, against the contractor or subcontractor who violates this chapter. Any fine imposed which is not paid in full by the violator shall be offset by the city of Springfield against any payment due to the contractor under any contract for the project, to the extent allowed by law;
2. Cease-and-desist order against any contractor or subcontractor to stop the project;
3. Withholding of payment due under any contract until compliance is obtained; and
4. Permanent removal from any work on the project.

B. In the event that a contractor fails to comply with the harmony clause in Section 4.15.030 B(7), the City may assess against the contractor those costs incurred by the City or the contractor to provide security which may or may not be in the form of police details, security fences,

establishment of separate gates, lost work days for every employee who is prevented from working on the job site by the establishment of picket lines, work stoppage or other labor demonstrations.

C. Contractors, subcontractors, sub-subcontractors, bidders and proposers shall be equally liable for violations of this Ordinance by subcontractors hired to perform work under the Contractor in furtherance of a public construction project as defined herein, with the exception of violations arising from work performed pursuant to subcontracts that are subject to M.G.L. c.149, §44F. Any contractor or subcontractor that has been determined by the City or by any court or agency to have violated any of the obligations set forth in this Chapter shall be barred from performing any work on any future projects for six months for a first violation, three years for a second violation and permanently for a third violation. (As enacted on 07/27/2009)

§82-51 Priority of Ordinance.

Where this law or any selection of employees thereto conflicts with other laws relating to affirmative action hiring requirements as set forth by federal, state or local laws, those laws shall supersede this chapter. (As enacted on 07/27/2009)

§82-52 Severability.

In the event any section of this chapter is deemed illegal, unenforceable or unconstitutional, then the remaining sections shall remain in full force and effect. (As enacted on 07/27/2009)

Approved as to form,

Associate City Solicitor



City Council
36 Court Street
Springfield, MA 01103

SCHEDULED

ORDINANCE (ID # 3728)

Meeting: 11/14/16 07:00 PM
Department: City Council
Category: Local Law
Prepared By: Tasheena Davis
Initiator: Melvin A. Edwards
Sponsors: Ward 3 Councilor Melvin A. Edwards
DOC ID: 3728

Order Amending Code Chapter 110, Animals

AN ORDINANCE AMENDING CHAPTER 110 OF THE REVISED ORDINANCES OF THE CITY OF SPRINGFIELD, 1986, AS AMENDED, BY AMENDING SECTION 110-5 THEREOF

ORD. NO. ____

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

Section 110-5 of Chapter 418, ANIMALS, of the Code of the City of Springfield, is hereby amended by deleting subsection A and replacing it with the following:

§110-5

- 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 confined in a fenced-in area or pen or when the dog is in a dog park.

Approved as to form:
Tasheena M. Davis
Associate City Solicitor

RESULT: FIRST STEP

Next: 12/5/2016 7:00 PM



City Council
36 Court Street
Springfield, MA 01103

Meeting: 11/14/16 07:00 PM
Department: City Council
Category: Local Law
Prepared By: Tasheena Davis
Initiator: Michael A. Fenton
Sponsors: Hurst, Walsh, Fenton, Williams, Edwards, Ramos, Twiggs, Williams, Gomez, Allen
DOC ID: 3734

SCHEDULED
ORDINANCE (ID # 3734)

Order Amending Chapter 67 and 16, Police Commissioner/Board of Police Commissioners

AN ORDINANCE AMENDING CHAPTER 67, OF THE REVISED ORDINANCES OF THE CITY OF SPRINGFIELD, 1986, AS AMENDED, IS HEREBY FURTHER AMENDED BY DELETING ARTICLE XIII THERETO: POLICE COMMISSIONER; and

AMENDING CHAPTER 16, OF THE REVISED ORDINANCES OF THE CITY OF SPRINGFIELD, 1986, AS AMENDED IS HEREBY FURTHER AMENDED BY ADDING ARTICLE XIX THERETO: BOARD OF POLICE COMMISSIONERS.

ORD.NO. _____

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

1. Chapter 67, of the Revised Ordinances of the City of Springfield, 1986, as amended, is hereby further amended by striking Article XIII (Police Commissioner) in its entirety.
2. Chapter 16, of the Revised Ordinances of the City of Springfield, 1986, as amended, is hereby further amended by adding the following new Article XIX thereto:

Article XIX
BOARD OF POLICE COMMISSIONERS

Sections:

- Section 59 Established--Appointment and number of board.
- Section 60 Terms of office.
- Section 61 Qualifications of members.
- Section 62 Filling vacancies-Compensation.
- Section 63 Rules of government-Chairperson.
- Section 64 Powers of Mayor to be exercised by Board.
- Section 65 Management and control of members and signal system.
- Section 66 Rules for maintenance of Department.
- Section 67 Absences from Department.
- Section 68 Adoption of rules and regulations for government and discipline.
- Section 69 Monthly meetings-Annual estimate of necessary maintenance--Accounting for expenditures.

Section 70 Confirmation of appointments.

Section 71 Effective date of ordinance.

Section 72 Conflict with other laws.

Section 59 Established-Appointment and number of Board members.

A Board of Police Commissioners is established. Such Board shall consist of five (5) persons who shall be appointed by the Mayor.

Section 60 Terms of office.

A. The first and second appointees to the Board shall serve three (3) year terms. The third and fourth appointees to the Board shall serve two (2) year terms and the fifth appointee to the Board shall serve a one (1) year term.

B. Annually thereafter appointees to the board shall serve three (3) year terms. Each term shall expire on the first Monday in April in the year the term expires. Members may serve on the Board of Police Commissioners beyond the expiration of his/her term until his/her successor is appointed.

Section 61 Qualifications of members.

A. No person shall be appointed a member of such Board who has not been a resident of the city for at least three (3) years next prior to his/her appointment, who is a member of the city council, an employee of city, or who holds any municipal or political office for which he receives compensation.

B. Removal from the City, membership in the City Council or the holding of any such public office shall automatically vacate the office of a member of such Board.

Section 62 Filling vacancies--Compensation.

Vacancy in such Board shall be filled in the manner of an original appointment within thirty (30) days from its occurrence. The members of such Board shall serve without compensation.

Section 63 Rules of government--Chairperson.

The Board of Police Commissioners may make rules for the government of its procedure. It shall choose one (1) of its members to be chairperson and may prescribe the length of his/her term.

Section 64 Powers of Mayor to be exercised by Board.

The powers and duties vested in the Mayor and the City Council by Chapter 244 of the Acts of 1909 shall be exercised and performed by the Board of Police Commissioners.

Section 65 Management and control of members and signal system.

The Board of Police Commissioners shall, subject to the provisions of this Chapter, have the appointment, management and control of the members and employees of the Police Department and of the Superintendent of the Police Signal System.

Section 66 Rules for maintenance of department. The Board of Police Commissioners shall make such lawful rules for the maintenance of the Police Department, hereinafter referred to as the "Department", including the regulation, government and discipline of such members and employees, and for the direction and control of those having charge of such signal system, including employees thereof, as it deems wise and proper.

Section 67 Absences from department. The Board of Police Commissioners shall have the power to examine into absences of members and employees of the Department, other than those allowed by law or ordinance, and may approve or disapprove the payment of salary for the period of any absences.

Section 68 Adoption of rules and regulations for government and discipline. The rules and regulations for the government and discipline of the Police Department as adopted and promulgated by the former Board of Police Commissioners in the year 1939 with all amendments thereto, a copy of which rules and regulations and amendments thereto, duly attested, is on file with the city clerk, are adopted as and shall continue to be the lawful rules for the maintenance of the Department, and for the regulation, government and discipline of all members and employees thereof, until the adoption and promulgation of rules and regulations as heretofore provided.

Section 69 Monthly meetings-Annual estimate of necessary maintenance-Accounting for expenditures.

A. The Board of Police Commissioners shall meet at least once a month and shall annually in the month of January prepare and communicate to the Mayor an estimate of the amount of money necessary for the maintenance and use of the department for the then current fiscal year, itemized as the Mayor may require.

B. It shall keep or cause to be kept an accurate and detailed account of all expenditures of the Department, and annually in the month of January shall render to the City Council an itemized and exact account of the same.

Section 70 Confirmation of Appointments. All appointments made by the Mayor to the Board of Police Commissioners as called for under Section 59 herein, must be confirmed by a majority vote of the City Council before said appointment becomes effective.

Section 71 Effective date of ordinance. This ordinance shall take effect on May 31, 2019 or upon the termination of the Employment Agreement by and between The City of Springfield Massachusetts and John Barbieri, dated April 1, 2014.

Section 72. Conflict with other laws. Any provision of this Article that conflicts with applicable law or the City Charter shall be interpreted in such a manner and to such an extent as to be effective and valid under applicable law. If any provision of this Article is prohibited by or invalid under applicable law or the City Charter, such provision shall be ineffective only to the extent of such prohibition or invalidity, thereby leaving the remainder of this Article effective.

Approved as to form*:

Tasheena M. Davis
Associate City Solicitor

* This proposed ordinance effectively restores the Board of Police Commissioners ordinance that was contained in Chapter 2.58 of the Revised Ordinances of the City of Springfield, 1986 as amended. Chapter 2.58 was amended by the Springfield Financial Control Board on August 5, 2005, when the Board of Police Commissioners was abolished and the position of Police Commissioner was enacted.

RESULT: FIRST STEP

Next: 12/5/2016 7:00 PM