CITY COUNCIL

City Clerk's Office 9/13/2023 12:00:00 PM

Regular Meeting Agenda~

I hereby notify you that the following items of business have been filed with this office and can be acted upon at the meeting of the City Council **Monday September 18, 2023** at 07:00 PM.

City Clerk

Call to Order

7:00 PM Meeting called to order on September 18, 2023 at Springfield City Hall -- Council Chambers, 36 Court Street, Springfield, MA.

Pledge of Allegiance

Reports of Committee

Informational

(1.) July Revenue Vs. Expenditure Report (Mayor Sarno)

Petitions

(2.) Verizon- St James Avenue

Grants

(3.) Brownfields Assessment Grant - No Match - $500,000 (Mayor Sarno)

(4.) FY24 Senior Community Service Employment Grant - In-Kind Match Required - $473,500.00 (Mayor Sarno)

(5.) FY24 Council on Aging Grant - No Match Required $352,920.00 (Mayor Sarno)

(6.) FY24 Springfield Library Foundation - Salary Offset for All Branches - No Match Required - $145,000.00 (Mayor Sarno)

(7.) State 911 Support & Incentive Grant Increase - No Match - $125,000.00 (Mayor Sarno)

(8.) FY24 Veterinarian Grant from Foundation for TJO Animals- No Match Required $52,000.00 (Mayor Sarno)

(9.) FY24 Springfield Library Foundation Music Programming Grant - No Match Required $40,000.00 (Mayor Sarno)

(10.) Byrne JAG Grant - No Match - $40,000 (Mayor Sarno)

(11.) FY24 Springfield Library Foundation Wi-Fi Hot Spots Grant - No Match Required $30,000.00 (Mayor Sarno)

(12.) FY24 Vet Tech II Grant from Foundation for TJO Animals- No Match Required $28,282.48 (Mayor Sarno)

(13.) FY24 Vet Tech I Grant from Foundation for TJO Animals- No Match Required $23,215.75 (Mayor Sarno)

(14.) FY24 Springfield Library Foundation Summer Reading Programs - No Match Required $20,000.00 (Mayor Sarno)

(15.) Community Mitigation Specific Impact Grant - No Match Required - $19,800 (Mayor Sarno)

(16.) Dispatch TERT Program Grant - No Match Required - $14,177 (Mayor Sarno)

(17.) Fire WRHSAC Grant - No Match Required - $12,000 (Mayor Sarno)

(18.) COPS Anti-Heroin Task Force Program Grant - No Match Required - $10,000 (Mayor Sarno)

(19.) FY24 Springfield Library Foundation Outreach Van Equipment Grant - No Match Required $10,000.00 (Mayor Sarno)

(20.) FY24 Libraries Staff Development Grant - No Match Required $10,000.00 (Mayor Sarno)

(21.) FY24 Springfield Library Foundation Marketing Grant - No Match Required $10,000.00 (Mayor Sarno)

Orders

(22.) Order Authorizing Mayor to Execute Quitclaim Deed for Sale of the Former Gemini Building Site (15 Parcels at Morris & Central Streets) to Home City Development, Inc. for Consideration of $50,000.00 (Mayor Sarno)

(23.) Collective Bargaining Agreement Ratification - Springfield Fire Chiefs Association (SFCA) (Mayor Sarno)

(24.) Order Authorizing Approval of Intergovernmental Agreement with Springfield Business Improvement District (Mayor Sarno) (Mayor Sarno)

(25.) Bills of Prior Year - Various Departments - $33,769.09 (Mayor Sarno)

(26.) Donation of Goods to the Department of Elder Affairs (Mayor Sarno)

(27.) Thomas J. O'Connor Donations - $8,115.00 (Mayor Sarno)

(28.) Springfield City Library Donation - $1,000.00 (Mayor Sarno)

(29.) Springfield City Library Donation - $100.00 (Mayor Sarno)

(30.) Order Authorizing Mayor to Execute Quitclaim Deed for Sale of 58 Itendale St. to Concerned Citizens for Springfield, Inc. for Consideration of $5,000.00 (Mayor Sarno)

Ordinances

(31.) ORD-2023-4 - Amending Chapter 49 Article Ii, Section 49-5 of the Revised Ordinances of the City of Springfield, as Amended, by Inserting New Language
49 Chestnut Street (D'Amour MoFA): Request for removal of district exemption

Executive Session

EXECUTIVE SESSION to discuss strategy with respect to litigation where the Law Department has declared that such a discussion may have a detrimental effect on the litigating position of the public body. The Council will reconvene in open session to vote on the matter.

(32.) Appropriation Order for Taking Damages for a Portion of 90-120 Tapley Street (Mayor Sarno)

(33.) Order of Taking for 90 Tapley Street (Mayor Sarno)

City Council

SCHEDULED

Meeting: 09/18/23 07:00 PM
Initiator: Ciara Hanlon
Sponsors: Mayor Domenic J. Sarno
DOC ID: 7640

July Revenue Vs. Expenditure Report (Mayor Sarno)

CITY OF SPRINGFIELD, MASSACHUSETTS

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

For the period ended
07/31/23

Revenues and Other Sources:	Revised Budget	Actual	Variance Over/(Under)	%
Real Estate & Personal Property Taxes	257,606,704	46,255,713	(211,350,991)	18
Real Estate & Personal Property Taxes - Tax Liens	-	81,194	81,194	0
Motor Vehicle Excise	12,500,000	352,471	(12,147,529)	3
Penalties, interest and other taxes	21,645,249	210,069	(21,435,180)	1
Charges for Services	16,057,735	1,247,669	(14,810,066)	8
Intergovernmental	547,822,551	45,669,132	(502,153,419)	8
Licenses and Permits	5,313,100	460,026	(4,853,074)	9
Fines and Forfeits	522,183	29,445	(492,738)	6
Interest earned on Investments	2,966,442	546,595	(2,419,847)	18
Miscellaneous	8,478,945	464,560	(8,014,385)	5
FY 2023 Net School Spending Shortfall (a.)	3,000,000	3,000,000	-	100
Free Cash to Reduce Tax Rate	5,000,000	5,000,000	-	100
Total Revenues and Other Sources	880,912,910	103,316,874	(777,596,035)	12
Expenditures and Other Uses:				
General government	27,964,224	5,981,502	21,982,723	21
Public safety				
Police	57,734,692	4,711,691	53,023,001	8
Fire	27,531,981	2,672,601	24,859,380	10
Centralized Dispatch	2,252,925	173,385	2,079,540	8
Other	5,155,932	701,487	4,454,444	14
Health and Welfare	4,747,354	566,711	4,180,643	12
Public works	12,469,901	4,737,287	7,732,614	38
Education	590,798,386	91,813,972	498,984,414	16
Culture and recreation	17,178,902	2,327,460	14,851,443	14
Pension and fringe	96,438,091	65,521,323	30,916,768	68
State and district assessments	3,687,213	324,573	3,362,640	9
Debt Service	23,034,501	-	23,034,501	0
Pay as you go Capital	4,652,045	(19,850)	4,671,895	0
Other Financing Use - Trash Enterprise Supplement	7,266,762	7,266,762	-	100
Total Expenditures and Other Uses	880,912,910	186,778,905	694,134,005	21
Excess (deficiency) of revenues and other sources over expenditures and other uses	-	(83,462,030)	(83,462,030)	

(a.) The FY 2023 Net School Spending Requirement shortfall must be appropriated in the School Budget pursuant to Chapter 70. Section 11 of the Education Reform Act of 1993.

Attachment: July Revenue Vs. Expenditure Report (7640 : July Revenue Vs. Expenditure Report)

CITY OF SPRINGFIELD, MASSACHUSETTS
Budget and Actual - General Fund
Expenditures and Encumbrances
For the period ended
07/31/23

	Original Budget	Transfers In/(Out)	Revised Budget	Expenditure	Encumbrance	Variance Over/(Under)	%
Expenditures and Other Uses:							
General government	27,964,224	-	27,964,224	3,035,808	2,945,694	21,982,723	21%
Public safety							
Police	57,734,692	-	57,734,692	3,348,153	1,363,538	53,023,001	8%
Fire	27,531,981	-	27,531,981	2,088,321	584,280	24,859,380	10%
Centralized Dispatch	2,252,925	-	2,252,925	168,405	4,980	2,079,540	8%
Other	5,155,932	-	5,155,932	321,435	380,053	4,454,444	14%
Health and Welfare	4,747,354	-	4,747,354	271,189	295,523	4,180,643	12%
Public works	12,469,901	-	12,469,901	4,153,627	583,661	7,732,614	38%
Education	587,798,386	3,000,000	590,798,386	51,863,886	39,950,086	498,984,414	16%
Culture and recreation	17,178,902	-	17,178,902	1,561,596	765,864	14,851,443	14%
Pension and fringe	96,438,091	-	96,438,091	64,531,323	990,000	30,916,768	68%
State and district assessments	3,687,213	-	3,687,213	324,573	-	3,362,640	9%
Debt Service	23,034,501	-	23,034,501	-	-	23,034,501	0%
Pay as you go Capital	4,652,045	-	4,652,045	(19,850)	-	4,671,895	0%
Other Financing Use - Trash Enterprise Supplement	7,266,762	-	7,266,762	7,266,762	-	-	100%
Total Expenditures and Other Uses	877,912,910	3,000,000	880,912,910	138,915,226	47,863,678	694,134,005	21%

Attachment: July Revenue Vs. Expenditure Report (7640 : July Revenue Vs. Expenditure Report)

CITY OF SPRINGFIELD, MASSACHUSETTS

Yearly Comparision Revenue Vs. Expenditures
For the period ended
07/31/23 vs 07/31/22

Revenues and Other Sources:	FY 2024 Actual	FY 2023 Actual	Increase/ (Decrease)	Comments
Real Estate & Personal Property Taxes	$ 46,255,713	$ 48,926,658	$ (2,670,946)	*Large FY 24 Personal Property payment recored in August*
Tax Liens	81,194	48,292	32,902	
Motor Vehicle Excise	352,471	550,113	(197,642)	
Penalties, interest and other taxes	210,069	129,045	81,024	
Charges for Services	1,247,669	656,085	591,584	
Intergovernmental	45,669,132	42,213,388	3,455,744	*Increase in Chapter 70 Funding*
Licenses and Permits	460,026	391,174	68,852	
Fines and Forfeits	29,445	52,990	(23,545)	
Interest earned on Investments	546,595	170,143	376,451	
Miscellaneous	464,560	390,866	73,694	
Net School Spending Shortfall	3,000,000	2,000,000	1,000,000	*Partial Appropriation*
Stabilization Reserves	-	-	-	
Free Cash to Reduce the Tax Rate	5,000,000	3,500,000	1,500,000	
Other Financing Sources - Free Cash	-	-	-	
Total Revenues and Other Sources	103,316,874	99,028,755	4,288,119	

Expenditures and Other Uses:

General government	5,981,502	4,595,541	1,385,961	
Public safety				
Police	4,711,691	3,136,670	1,575,021	
Fire	2,672,601	2,296,852	375,749	
Centralized Dispatch	173,385	205,424	(32,039)	
Other	701,487	689,476	12,011	
Health and Welfare	566,711	484,044	82,667	
Public works	4,737,287	4,623,633	113,654	
Education	91,813,972	53,346,026	38,467,946	*FY 24 School Transportation Purchase Orders entered in July.*
Culture and recreation	2,327,460	2,398,666	(71,206)	
Pension and fringe	65,521,323	59,885,398	5,635,926	*Increase in Pension Payment.*
State and district assessments	324,573	344,336	(19,763)	
Debt Service	-	-	-	
Pay as you go Capital	(19,850)	45,000	(64,850)	
Trash Enterprise Supplement	7,266,762	6,165,593	1,101,169	*Increase in GF Trash Supplement*
Total Expenditures and Other Uses	186,778,905	138,216,661	48,562,244	
Totals	$ (83,462,030)	$ (39,187,905)	$ (44,274,125)	

Attachment: July Revenue Vs. Expenditure Report (7640 : July Revenue Vs. Expenditure Report)

City Council
36 Court Street
Springfield, MA 01103

SCHEDULED

PETITION (ID # 7586)

Meeting: 09/18/23 07:00 PM
Department: Department of Public Works
Category: General
Prepared By: Hector Velez
Initiator: Hector Velez
Sponsors:
DOC ID: 7586

Verizon- St James Avenue

ORDER FOR LOCATION OF NEW POLE

WHEREAS, The Board of Public Works, to which was referred the petition of Verizon dated June 27, 2023, to relocate 1 pole and place a new pole on ST James Ave..

WHEREAS, said petition of St James Ave. was referred to the Board of Public Works on June 27, 2023

WHEREAS, On June 27, 2023, a Notice of a Public Hearing on St James Ave., to be held August 9, 2023, was sent by email, to all property owners abutting an affected road, various Departments, Utility Companies, etc before the day of the hearing and posted on two public bulletin board a copy of which is attached a hearing of the Board of Public Works was held as scheduled on-site with the petitioner and interested parties.

WHEREAS, on August 9, 2023, the Board of Public Works reported thereon that, after careful consideration of a petition from Verizon- St James Ave., to relocate owned pole number T.17/E.17 to a point on the northwest side of St James Ave. approximately two hundred eighty-nine (289') feet northeasterly from the center line of St James Ave. and to install new pole number T.16.5/E.4M on the northwesterly side of St James Ave. at a point approximately two hundred thirty-three (233') feet northeasterly from the center line of Martone Pl.

VERIZON- St James Ave.

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

WHEREAS, the petition St James Ave. came before the City Council for a Public Hearing on this date,

NOW, THEREFORE, BE IT ORDERED:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF SPRINGFIELD, MASSACHUSETTS

Date: August 9, 2023

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

The Board of Public Works, to which was referred the petition of Verizon dated June 27, 2023, ., to relocate owned pole number T.17/E.17 to a point on the northwest side of St James Ave. approximately two hundred eighty-nine (289') feet northeasterly from the center line of St James Ave. and to install new pole number T.16.5/E.4M on the northwesterly side of St James Ave. at a point approximately two hundred thirty-three (233') feet northeasterly from the center line of Martone Pl. all as substantially shown on a plan attached, referred to VERIZON- St James Ave which is incorporated herein by reference and to lay and maintain, cables, and wires in the above public way to make 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 9, 2023 at 3:30 P.M. at the corner of St James Avenue and Tapley Street in Springfield, MA; 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 it.

The Board finds the request necessary in order that the utility company Verizon relocate the pole to accommodate MDOT Municipal Improvement projects at the intersection of ST James Ave. and Tapley St.

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.

Attachment: Report Varizon St James -Tapley St. (7586 : Verizon- St James Avenue)

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)
)
Michael Driggs)

BOARD OF PUBLIC WORKS

Attachment: Report Varizon St James -Tapley St. (7586 : Verizon- St James Avenue)

Albert E. Bessette
Right of Way Manager

verizon

365 State Street
Springfield, MA 01105

Phone 413 787-0310
Cell 413 441-3612
Fax 413 734-9123
albert.e.Bessette.jr@verizon.com

June 27, 2023

Springfield City Council
36 Court Street, Room 200
Springfield, MA 01103

RE: Petition for Verizon job #4A0S3YQ
St. James Avenue, Springfield, MA

Dear Honorable City Council:

Enclosed find the following items in support of the above-referenced project:

1. Petition;
2. Petition Plan;
3. Order;
4. Abutter Notice Cards.

A Public Hearing and notice to abutters is required. A Verizon representative will attend the Public Hearing. Should any questions or comments arise concerning this matter prior to the hearing, please contact me at 413-787-0310. Your assistance is greatly appreciated.

Sincerely,

Albert E. Bessette, Jr.
Right of Way Manager

Enc

A TRUE COPY
ATTEST: CITY CLERK

Attachment: Petition Tapley St. (7586 : Verizon- St James Avenue)

PETITION FOR JOINT OR IDENTICAL POLE LOCATION

Springfield Massachusetts, dated December 1, 2022
To the City of Springfield, Massachusetts

VERIZON NEW ENGLAND INC. and
NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

Request permission to locate poles, wires, cables and fixtures, including the necessary anchors, guys and other such sustaining and protecting fixtures to be owned and used in common by your petitioner, along and across the following public way or ways:

ST. JAMES AVENUE: Place one (1) jointly owned pole numbered T.16½/E.4M on the northwest side of St James Avenue at a point approximately two hundred thirty-three (233) feet northeasterly from the centerline of Martone Place.

ST. JAMES AVENUE: Relocate one (1) jointly owned pole numbered T.17/E.17 to a point on the northwest side of St James Avenue approximately two hundred eighty-nine (289) feet northeasterly from the centerline of Martone Place.

REASON: The poles are to provide construction space for and accommodate the MDOT sidewalk and road replacement project; and to provide for the distribution of intelligence and telecommunications and the transmission of high and low voltage electric current.

Wherefore they pray that after due notice and hearing as provided by law, they be granted joint or identical locations for and permission to erect and maintain poles, wires, and cables, together with anchors, guys and other such sustaining and protecting fixtures as they may find necessary, said poles to be erected substantially in accordance with the plan filed herewith marked- Verizon No. **4A0S3YQ**, Dated November 30, 2022.

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 each of said petitioners may desire for distributing purposes.

Your petitioners agree to reserve space for one cross arm at a suitable point on each of said poles for the fire and police telephone signal wires belonging to the municipality and used by it exclusively for municipal purposes.

VERIZON NEW ENGLAND INC.

By: Albert C. Bessette

Albert Bessette, Jr.
Manager-Right of Way

NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

By: Robert Davis

District Representative

A TRUE COPY
ATTEST: [signature] CITY CLERK

Attachment: Petition Tapley St. (7586 : Verizon- St James Avenue)

ORDER FOR JOINT OR IDENTICAL POLE LOCATION

By the City Council of the City of Springfield, Massachusetts
Notice having been given and a public hearing held, as provided by law, **IT IS HEREBY ORDERED that**

VERIZON NEW ENGLAND, INC. and
NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

be and they are hereby granted joint or identical locations for and permission to erect and maintain poles and their respective wires and cables to be placed thereon, together with anchors, guys and other such sustaining and protecting fixtures as said Companies may deem necessary, in the public way or ways hereinafter referred to as requested in petition of said Companies dated the 1st of December, 2022.

All construction under this order shall be in accordance with the following conditions:

Poles shall be of sound timber, and reasonably straight and shall be set substantially at the points indicated upon the plan marked - Verizon No. **4A0S3YQ**, dated November 30, 2022, filed with said petition. There may be attached to said poles by said **VERIZON NEW ENGLAND, INC.** and **NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY** wires and cables which shall be placed at a height of not less than 18 feet from the ground at highway crossings, and not less than 8 feet from the ground elsewhere.

The following are the public ways or parts of ways along which the poles above referred to may be erected, and the number of poles, which may be erected thereon under this order:

ST. JAMES AVENUE: Place one (1) jointly owned pole numbered T.16½/E.4M on the northwest side of St James Avenue at a point approximately two hundred thirty-three (233) feet northeasterly from the centerline of Martone Place.

ST. JAMES AVENUE: Relocate one (1) jointly owned pole numbered T.17/E.17 to a point on the northwest side of St James Avenue approximately two hundred eighty-nine (289) feet northeasterly from the centerline of Martone Place.

REASON: The poles are to provide construction space for and accommodate the MDOT sidewalk and road replacement project; and to provide for the distribution of intelligence and telecommunications and the transmission of high and low voltage electric current.

Also that permission be and hereby is granted to each of said Companies 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 each may desire for distributing purposes.

I hereby certify that the foregoing order was adopted at a meeting of the City Council of the City of Springfield, Massachusetts held on the 20 day of March 2022.

City Clerk

Attachment: Petition Tapley St. (7586 : Verizon- St James Avenue)

We hereby certify that on March 20 2023, at 7 o'clock, P M., at Springfield City Hall a public hearing was held on the petition of

VERIZON NEW ENGLAND, INC. and
NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

for permission to erect the poles, wires, cables, fixtures and connections described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the ways or parts of ways upon which the Companies are permitted to erect poles, wires, cables, fixtures and connections under said order.

And that there upon said order was duly adopted.

The City Council of the City of Springfield, Massachusetts

City Clerk

CERTIFICATE

I hereby certify that the foregoing is a true copy of a joint location order and certificate of hearing with notice adopted by the City Council of the City of Springfield, Massachusetts on the 20 day of March 2023, and recorded with the records of location orders of said Town, Book_____, Page_____. This certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

Attest:

City Clerk

Attachment: Petition Tapley St. (7586 : Verizon- St James Avenue)

PETITION PLAN

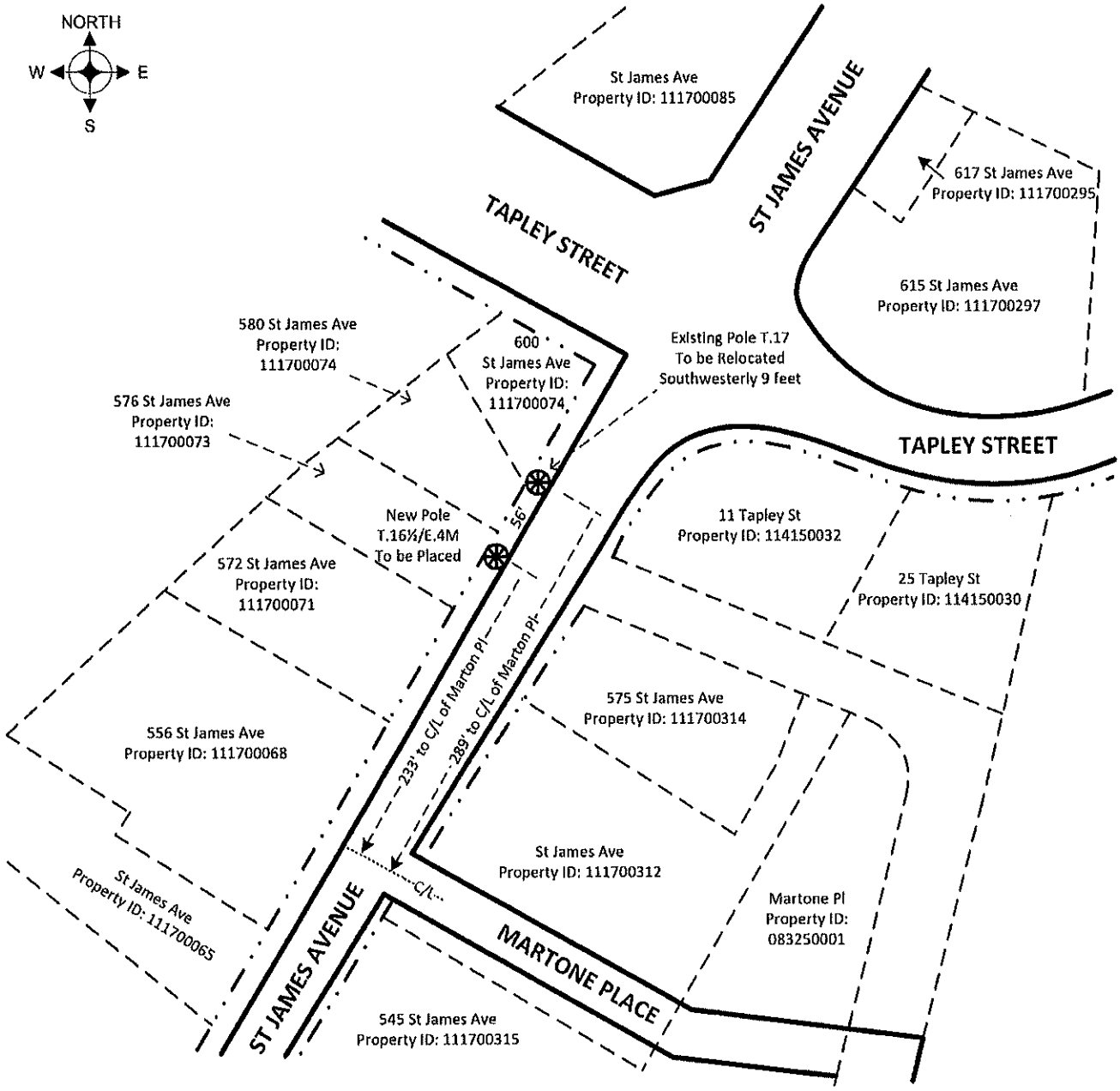
verizon

MUNICIPALITY **SPRINGFIELD** NO. 4A0S3YQ

VERIZON NEW ENGLAND INC and NSTAR ELECTRIC COMPANY
d/b/a Eversource Energy

DATE : November 30, 2022

SHOWING PROPOSED POLES ON ST. JAMES AVENUE



LEGEND

- PROPERTY LINE
- EDGE OF PAVEMENT
- EDGE OF ROADWAY
- PROPOSED JOINTLY OWNED POLE AND ANCHOR TO BE INSTALLED
- EXISTING JOINTLY OWNED POLE TO REMAIN

Attachment: Verizon St James Plan (7586 : Verizon- St James Avenue)

City Council

SCHEDULED

Meeting: 09/18/23 07:00 PM
Initiator: Sean Pham
Sponsors: Mayor Domenic J. Sarno
DOC ID: 7631

Brownfields Assessment Grant - No Match - $500,000 (Mayor Sarno)

WHEREAS, the Office of Planning & Economic Development ("Department") has been awarded a "Brownfields Assessment Grant" of $500,000 from The United States Environmental Protection Agency; and

WHEREAS, the purpose of the grant is to help promote economic development within the City of Springfield; and

WHEREAS, the Department intends to use the grant funds to conduct eligible assessment-related activities as authorized by CERLCA. Funding to inventory, characterize, assess, and conduct cleanup, planning and community involvement related activities; 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:

Brownfields Assessment Grant - No Match - $500,000

REQUEST FOR GRANT SETUP

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

All fields are mandatory.

Date of Request	9/8/2023
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: BFP23

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: EPA Assessment

Total Grant Amount Awarded: $ 500,000.00

Attachment: grant-36 (7631 : Brownfields Assessment Grant - No Match - $500,000)

Is this a Reimbursable Grant? (Y/N)
A Reimbursable Grant is defined as one that requires that you pay for expenses first and then you apply to the grantor for a reimbursement of the exact amount actually expended.

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

Entity Name	US EPA
Contact Person	Dorrie Paar
Street Address	5 Post Office Square
City, State, Zip Code	Boston, MA 02109
Telephone	1-617-918-1432
Fax	
E-Mail	Paar.Dorrie@epa.gov

Actual Award Date	8/8/2023
Board Approval Date	
Start Date	7/1/2023
Expiration Date	9/30/2027
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
Funding for the City of Springfield to conduct eligible assessment-related activities as authorized by CERLCA. Funding to inventory, characterize , assess, and conduct cleanup planning and community involvement related activities.

Comments re: Conditions/Restrictions of Grant

If this is a Federal Grant, enter CFDA#: 66-818

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) wire

Attachment: grant-36 (7631 : Brownfields Assessment Grant - No Match - $500,000)

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

Org Code:

Object Codes: same as project #EFP23

Budget Roll-Up Codes:

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

Signature

9-8-23
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: grant-36 (7631 : Brownfields Assessment Grant - No Match - $500,000)

U.S. ENVIRONMENTAL PROTECTION AGENCY

Cooperative Agreement

GRANT NUMBER (FAIN): 00A01126 MODIFICATION NUMBER: 0 PROGRAM CODE: BF	DATE OF AWARD 08/08/2023
TYPE OF ACTION New	MAILING DATE 08/11/2023
PAYMENT METHOD: ASAP	ACH# 10068

RECIPIENT TYPE:
Municipal

Send Payment Request to:
Contact EPA RTPFC at: rtpfc-grants@epa.gov

RECIPIENT:
City of Springfield
36 Court Street
Springfield, MA 01103
EIN: 04-6001415

PAYEE:
City of Springfield
36 Court Street
Springfield, MA 01103

PROJECT MANAGER	EPA PROJECT OFFICER	EPA GRANT SPECIALIST
Wilson Darbin 70 Tapley Street Springfield, MA 01104 **Email:** wdarbin@springfieldcityhall.com **Phone:** 413-750-2810	Dorrie Paar 5 Post Office Square Ste 100 Boston, MA 02109-3912 **Email:** Paar.Dorrie@epa.gov **Phone:** 617-918-1432	Monique Lloyd Grants Management Office 5 Post Office Square Ste 100 Boston, MA 02109-3912 **Email:** Lloyd.Monique@epa.gov **Phone:** 617-918-1976

PROJECT TITLE AND DESCRIPTION

Assessment Cooperative Agreement for City of Springfield, MA

Brownfields are real property, the expansion, development or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. This agreement will provide funding for the City of Springfield to conduct eligible assessment-related activities as authorized by CERLCA 104(k)(2) in Springfield, Massachusetts. Specifically, this agreement will provide funding to the recipient to inventory, characterize, assess, and conduct cleanup planning and community involvement related activities. Additionally, the recipient will competitively procure (as needed) and direct a Qualified Environmental Professional to conduct environmental site activities. Also, the recipient will report on interim progress and final accomplishments by completing and submitting relevant portions of the Property Profile Form using EPA's Assessment, Cleanup and Redevelopment Exchange System (ACRES).

Further, the recipient anticipates conducting up to 1 Phase I and 4 Phase II environmental site assessments, holding up to 5 community meetings, developing up to 4 site-specific cleanup plans/Analysis of Brownfield Cleanup Alternatives, developing up to 4 planning documents to initiate brownfields revitalization, and submitting 16 quarterly reports. Work conducted under this agreement will benefit the residents, business owners, and stakeholders in and near Springfield, Massachusetts. No subawards are included in this assistance agreement.

BUDGET PERIOD	PROJECT PERIOD	TOTAL BUDGET PERIOD COST	TOTAL PROJECT PERIOD COST
07/01/2023 - 09/30/2027	07/01/2023 - 09/30/2027	$500,000.00	$500,000.00

NOTICE OF AWARD

Based on your Application dated 05/30/2023 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards $500,000.00. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of $500,000.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.

Attachment: grant-36 (7631 : Brownfields Assessment Grant - No Match - $500,000)

ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)	AWARD APPROVAL OFFICE
ORGANIZATION / ADDRESS	ORGANIZATION / ADDRESS
U.S. EPA, Region 1 , EPA New England 5 Post Office Square, Suite 100 Boston, MA 02109-3912	U.S. EPA, Region 1, Mission Support Division (MSD) R1 - Region 1 5 Post Office Square Boston, MA 02109-3912
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY	
Digital signature applied by EPA Award Official Arthur Johnson - Director of MSD	**DATE** 08/08/2023

Attachment: grant-36 (7631 : Brownfields Assessment Grant - No Match - $500,000)

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	$0	$500,000	$500,000
EPA In-Kind Amount	$0	$0	$0
Unexpended Prior Year Balance	$0	$0	$0
Other Federal Funds	$0	$0	$0
Recipient Contribution	$0	$0	$0
State Contribution	$0	$0	$0
Local Contribution	$0	$0	$0
Other Contribution	$0	$0	$0
Allowable Project Cost	$0	$500,000	$500,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.818 - Brownfields Multipurpose, Assessment, Revolving Loan Fund, and Cleanup Cooperative Agreements	CERCLA: Secs. 104(k)(2) & 104(k)(5)(E)	2 CFR 200, 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Oganization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	23010CG012	23	E4	0130AG7	000D79	4114	-	-	$500,000
									$500,000

Attachment: grant-36 (7631 : Brownfields Assessment Grant - No Match - $500,000)

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	$21,000
2. Fringe Benefits	$0
3. Travel	$7,000
4. Equipment	$0
5. Supplies	$1,500
6. Contractual	$470,500
7. Construction	$0
8. Other	$0
9. Total Direct Charges	$500,000
10. Indirect Costs: 0.00 % Base	$0
11. Total (Share: Recipient 0.00 % Federal 100.00 %)	$500,000
12. Total Approved Assistance Amount	$500,000
13. Program Income	$0
14. Total EPA Amount Awarded This Action	$500,000
15. Total EPA Amount Awarded To Date	$500,000

Attachment: grant-36 (7631 : Brownfields Assessment Grant - No Match - $500,000)

Administrative Conditions

National Administrative Terms and Conditions

General Terms and Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at: https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2022-or-later.

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: https://www.epa.gov/grants/grant-terms-and-conditions#general.

A. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

Federal Financial Reports (SF-425): rtpfc-grants@epa.gov
MBE/WBE reports (EPA Form 5700-52A): Grants Specialist on Page 1 of Award Document AND Larry Wells, Disadvantaged Business Utilization Program Manager: r1_mbewbereport@epa.gov
All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: Grants Specialist and Project Officer on Page 1 of Award Document
Payment requests (if applicable): Grants Specialist and Project Officer on Page 1 of Award Document
Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: Project Officer on Page 1 of Award Document AND R1QAPPs@epa.gov

B. Pre-Award Costs

In accordance with 2 CFR 1500.9, the recipient may charge otherwise allowable pre-award costs (both Federal and non-Federal matching shares) incurred from ***07/01/2023*** to the actual award date provided that such costs were contained in the approved application and all costs are incurred within the approved budget period.

Programmatic Conditions

Attachment: grant-36 (7631 : Brownfields Assessment Grant - No Match - $500,000)

Attachment: grant-36 (7631 : Brownfields Assessment Grant - No Match - $500,000)

FY23 Brownfields Community-wide Assessment Cooperative Agreement

Terms and Conditions

Please note that these Terms and Conditions (T&Cs) apply to Brownfield Assessment Cooperative Agreements awarded under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) § 104(k).

I. GENERAL FEDERAL REQUIREMENTS

NOTE: For the purposes of these Terms and Conditions, the term "assessment" includes eligible activities under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) § 104(k)(2)(A)(i) such as activities involving the inventory, characterization, assessment, and planning relating to brownfield sites as described in the EPA-approved workplan.

A. Federal Policy and Guidance

1. Cooperative Agreement Recipients: By awarding this cooperative agreement, the Environmental Protection Agency (EPA) has approved the application for the Cooperative Agreement Recipient (CAR) submitted in the Fiscal Year 2023 competition for Brownfield Assessment cooperative agreements.

2. In implementing this agreement, the CAR shall ensure that work done with cooperative agreement funds complies with the requirements of CERCLA § 104(k). The CAR shall also ensure that assessment activities supported with cooperative agreement funding comply with all applicable federal and state laws and regulations.

3. A term and condition or other legally binding provision shall be included in all subawards entered into with the funds awarded under this agreement, or when funds awarded under this agreement are used in combination with non-federal sources of funds, to ensure that the CAR complies with all applicable federal and state laws and requirements. In addition to CERCLA § 104(k), applicable federal laws and requirements include 2 CFR Part 200.

Attachment: grant-36 (7631 : Brownfields Assessment Grant - No Match - $500,000)

4. The CAR must comply with federal cross-cutting requirements. These requirements include, but are not limited to, DBE requirements found at 40 CFR Part 33; OSHA Worker Health & Safety Standard 29 CFR § 1910.120; Uniform Relocation Act (40 USC § 61); National Historic Preservation Act (16 USC § 470); Endangered Species Act (P.L. 93-205); Permits required by Section 404 of the Clean Water Act; Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 CFR § 60-4; Contract Work Hours and Safety Standards Act, as amended (40 USC §§ 327-333); the Anti-Kickback Act (40 USC § 276c); and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250. For additional information on cross-cutting requirements visit https://www.epa.gov/grants/epa-subaward-cross-cutter-requirements.

5. The CAR must comply with Davis-Bacon Act prevailing wage requirements and associated U.S. Department of Labor (DOL) regulations for all construction, alteration, and repair contracts and subcontracts awarded with funds provided under this agreement by operation of CERCLA § 104(g). Assessment activities generally do not involve construction, alteration, and repair within the meaning of the Davis-Bacon Act. However, the recipient must contact the EPA Project Officer if there are unique circumstances (e.g., removal of an underground storage tank or another structure and restoration of the site) that indicate that the Davis-Bacon Act applies to an activity the CAR intends to carry out with funds provided under this agreement. EPA will provide guidance on Davis-Bacon Act compliance if necessary.

II. SITE ELIGIBILITY REQUIREMENTS

All brownfield sites that will be addressed using funds from the cooperative agreement must be located within the geographic boundary described in the scope of work for this cooperative agreement (i.e., the EPA-approved workplan).

A. Eligible Brownfield Site Determinations

1. Prior to performing site work, the CAR must provide information to the EPA Project Officer about each site that will be addressed under this cooperative agreement. The CAR may use cooperative agreement funds to prepare information that is provided to the EPA Project Officer. The information that must be provided includes whether the site meets the definition of a brownfield site as defined in CERCLA § 101(39), and whether the CAR is the potentially responsible party under CERCLA § 107, is exempt from CERCLA liability, and/or has defenses to CERCLA liability.

Attachment: grant-36 (7631 : Brownfields Assessment Grant - No Match - $500,000)

2. If the site is excluded from the general definition of a brownfield but is eligible for a property-specific funding determination, then the CAR may request a property-specific funding determination from the EPA Project Officer. In its request, the CAR must provide information sufficient for EPA to make a property-specific funding determination on how financial assistance will protect human health and the environment, and either promote economic development or enable the creation of, preservation of, or addition to parks, greenways, undeveloped property, other recreational property, or other property used for nonprofit purposes. The CAR must not incur costs for assessing sites requiring a property-specific funding determination by EPA until the EPA Project Officer has advised the CAR that EPA has determined that the property is eligible.

3. Brownfield Sites Contaminated with Petroleum

a. For any petroleum-contaminated brownfield site that is not included in the CAR's EPA-approved workplan, the CAR shall provide sufficient documentation to EPA prior to incurring costs under this cooperative agreement which documents that:

i. the State determines there is "no viable responsible party" for the site;

ii. the State determines that the person assessing or investigating the site is a person who is not potentially liable for cleaning up the site; and

iii. the site is not subject to any order issued under Section 9003(h) of the Solid Waste Disposal Act.

This documentation must be prepared by the CAR or the State, following contact and discussion with the appropriate state petroleum program official. Please contact the EPA Project Officer for additional information.

b. Documentation must include:

i. the identity of the State program official contacted;

Attachment: grant-36 (7631 : Brownfields Assessment Grant - No Match - $500,000)

ii. the State official's telephone number;

iii. the date of the contact; and

iv. a summary of the discussion relating to the State's determination that there is no viable responsible party and that the person assessing or investigating the site is not potentially liable for cleaning up the site.

Other documentation provided by a State to the recipient relevant to any of the determinations by the State must also be provided to the EPA Project Officer.

c. If the State chooses not to make the determinations described in Section II.A.3. above, the CAR must contact the EPA Project Officer and provide the necessary information for EPA to make the requisite determinations.

d. EPA will make all determinations on the eligibility of petroleum-contaminated brownfield sites located on tribal lands (i.e., reservation lands or lands otherwise in Indian country, as defined at 18 U.S.C. § 1151). Before incurring costs for these sites, the CAR must contact the EPA Project Officer and provide the necessary information for EPA to make the determinations.

III. GENERAL COOPERATIVE AGREEMENT ADMINISTRATIVE REQUIREMENTS

A. Sufficient Progress

1. This condition supplements the requirements of the Termination and Sufficient Progress Conditions in the General Terms and Conditions.

The EPA Project Officer will assess whether the recipient is making sufficient

Attachment: grant-36 (7631 : Brownfields Assessment Grant - No Match - $500,000)

progress in implementing its cooperative agreement 18 months and 30 months from the date of award. If EPA determines that the CAR has not made sufficient progress in implementing its cooperative agreement, the CAR, if directed to do so, must implement a corrective action plan concurred on by the EPA Project Officer and approved by the Grants Management Officer or Award Official. Alternatively, EPA may terminate this agreement under 2 CFR § 200.340 for material non-compliance with its terms, or with the consent of the CAR as provided at 2 CFR § 200.340, depending on the circumstances.

Sufficient progress at 18 months is indicated when:

at least 25% of funds have been drawn down and disbursed for eligible activities;
a Qualified Environmental Professional(s) has been procured;
sites are prioritized or an inventory has been initiated (unless site prioritization or an inventory was completed prior to award);
community engagement activities have been initiated; and/or
other documented activities have occurred that demonstrate to EPA's satisfaction that the CAR will successfully perform the cooperative agreement.

Sufficient progress at 30 months is indicated when:

at least 45% of funds have been drawn down and disbursed for eligible activities;
assessments on at least two sites have been initiated; and/or
other documented activities have occurred that demonstrate to EPA's satisfaction that the CAR will successfully perform the cooperative agreement.

B. Substantial Involvement

1. The EPA Project Officer will be substantially involved in overseeing and monitoring this cooperative agreement. Substantial involvement, includes, but is not limited to:

a. Close monitoring of the CAR's performance to verify compliance with the EPA-approved workplan and achievement of environmental results.

b. Participation in periodic telephone conference calls to share ideas, project successes and challenges, etc., with EPA.

Attachment: grant-36 (7631 : Brownfields Assessment Grant - No Match - $500,000)

c. Reviewing and commenting on quarterly and annual reports prepared under the cooperative agreement (the final decision on the content of reports rests with the recipient or subrecipients receiving pass-through awards).

d. Verifying sites meet applicable site eligibility criteria (including property-specific funding determinations described in Section II.A.2.) and when the CAR awards a subaward for site assessment. The CAR must obtain technical assistance from the EPA Project Officer, or his/her designee, on which sites qualify as a brownfield site and determine whether the statutory prohibitions found in CERCLA § 104(k)(5)(B)(i)-(iv) apply. (Note, the prohibition does not allow a subrecipient to use EPA cooperative agreement funds to assess a site for which the subrecipient is potentially liable under CERCLA § 107.)

e. Reviewing and approving Quality Assurance Project Plans and related documents or verifying that appropriate Quality Assurance requirements have been met where quality assurance activities are being conducted pursuant to an EPA-approved Quality Assurance Management Plan.

Substantial involvement may also include, depending on the direction of the EPA Project Officer:

f. Collaboration during the performance of the scope of work including participation in project activities, to the extent permissible under EPA policies. Examples of collaboration include:

i. Consultation between EPA staff and the CAR on effective methods of carrying out the scope of work provided the CAR makes the final decision on how to perform authorized activities.

ii. Advice from EPA staff on how to access publicly available information on EPA or other federal agency websites.

iii. With the consent of the CAR, EPA staff may provide technical advice to the CAR's contractors or subrecipients provided the CAR approves any expenditures of funds necessary to follow advice from EPA staff. (The CAR remains accountable for performing contract and subaward management

Attachment: grant-36 (7631 : Brownfields Assessment Grant - No Match - $500,000)

as specified in 2 CFR § 200.318 and 2 CFR § 200.332 as well as the terms of the EPA cooperative agreement.)

iv. EPA staff participation in meetings, webinars, and similar events upon the request of the CAR or in connection with a co-sponsorship agreement.

g. Reviewing and approving that the Analysis of Brownfield Cleanup Alternatives (ABCA), or equivalent state Brownfields program document, meets the Brownfields Program's requirements for an ABCA.

h. Reviewing proposed procurements in accordance with 2 CFR § 200.325, as well as the substantive terms of proposed contracts or subawards as appropriate. This may include reviewing requests for proposals, invitations for bid, scopes of work and/or plans and specifications for contracts over $250,000 prior to advertising for bids.

i. Reviewing the qualifications of key personnel. (EPA does not have the authority to select employees or contractors, including consultants, employed by the CAR or subrecipients receiving pass-through awards.)

j. Reviewing information in performance reports to ensure all costs incurred by the CAR and/or its contractor(s) if needed to ensure appropriate expenditure of grant funds.

EPA may waive any of the provisions in Section III.B.1., except for property-specific funding determinations. The EPA Project Officer will provide waivers to provisions a. – e. in Section III.B.1 in writing.

2. Effects of EPA's substantial involvement include:

a. EPA's review of any project phase, document, or cost incurred under this cooperative agreement will not have any effect upon CERCLA § 128 *Eligible Response Site* determinations or rights, authorities, and actions under CERCLA or any federal statute.

Attachment: grant-36 (7631 : Brownfields Assessment Grant - No Match - $500,000)

b. The CAR remains responsible for ensuring that all assessments are protective of human health and the environment and comply with all applicable federal and state laws.

c. The CAR and its subrecipients remain responsible for ensuring costs are allowable under 2 CFR Part 200, Subpart E.

C. Cooperative Agreement Recipient Roles and Responsibilities

1. All additional sites selected for eligible activities throughout the period of performance (i.e., sites that were not identified in the workplan) must be located within the geographic boundary(ies) identified by the CAR in the workplan.

Consistent with the FY23 Community-wide Assessment Grant Guidelines, criteria for selecting additional sites must at least consider whether the site is located within an underserved community[1] in addition to considering the prioritization criteria identified in the FY23 application, the workplan, or developed during implementation of the workplan. Note, criteria developed during the implementation of the workplan must lead to the CAR addressing sites in areas with similar characteristics as the areas discussed in the FY23 application.

2. The CAR is responsible for ensuring that funding received under this cooperative agreement does not exceed the statutory $200,000 funding limitation for an individual brownfield site. Waiver of this funding limit for a brownfield site must be submitted to the EPA Project Officer and approved prior to the expenditure of funding exceeding $200,000. In no case may funding for site-specific assessment activities exceed $350,000 on a site receiving a waiver.

CARs expending funding from a Community-wide Assessment cooperative agreement must include this amount in any total funding expended on the site.

3. If the CAR's workplan includes eligible planning activities to prepare a brownfield site for reuse (see https://www.epa.gov/brownfields/information-eligible-planning-activities for eligible planning activities), the CAR must demonstrate meaningful community

Attachment: grant-36 (7631 : Brownfields Assessment Grant - No Match - $500,000)

engagement in the reuse planning of brownfields assessed under the grant. Meaningful community engagement is demonstrated by actively including local nonprofit organizations, citizen leaders, or similar local groups/entities in brownfield reuse planning.

4. CARs, other than state entities, that procure a contractor(s) (including consultants) where the contract will be more than the micro-purchase threshold in 2 CFR § 200.320(a)(1) ($10,000 for most CARs) must select the contractor(s) in compliance with the fair and open competition requirements in 2 CFR Part 200 and 2 CFR Part 1500. This requirement also applies to procurement processes that were completed before the award of this cooperative agreement. See the *Brownfields Grants: Guidance on Competitively Procuring a Contractor* for additional information.

CARs may procure multiple contractors to ensure the appropriate expertise is in place to perform work under the agreement (e.g., expertise to conduct site assessment activities vs. planning activities) and to allow the ability for work be performed concurrently at multiple sites within the defined and approved geographic boundary.

5. The CAR must acquire the services of a Qualified Environmental Professional(s) as defined in 40 CFR § 312.10, if it does not have such a professional on staff to coordinate, direct, and oversee the brownfield site assessment activities at a given site.

6. Cybersecurity – The recipient agrees that when collecting and managing environmental data under this cooperative agreement, it will protect the data by following all applicable State or Tribal cybersecurity requirements.

a. EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement are secure. For purposes of this section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer no later than 90 days after the date of this award and work with the designated Regional/ Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as

Attachment: grant-36 (7631 : Brownfields Assessment Grant - No Match - $500,000)

appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

b. The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in Cybersecurity Section a. above if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR § 200.332(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

9. All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at www.fgdc.gov.

D. Quarterly Performance Reports

1. In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, § 200.329, *Monitoring and Reporting Program Performance*), the CAR agrees to submit quarterly performance reports to the EPA Project Officer within 30 days after each reporting period. The reporting periods are October 1 – December 31 (1st quarter); January 1 – March 31 (2nd quarter); April 1 – June 30 (3rd quarter); and July 1 – September 30 (4th quarter).

These reports shall cover work status, work progress, difficulties encountered, preliminary data results and a statement of activity anticipated during the subsequent reporting period, including a description of equipment, techniques, and materials to be used or evaluated. A discussion of expenditures and financial status for each workplan task, along with a comparison of the percentage of the project completed to the project schedule and an explanation of significant discrepancies from the EPA-approved workplan and budget shall be included in the report. The report shall also include any changes of key personnel concerned with the project that were approved by the EPA

Attachment: grant-36 (7631 : Brownfields Assessment Grant - No Match - $500,000)

Grants Management Officer or Award Official. (Note, as provided at 2 CFR § 200.308, *Revision of budget and program*, the CAR must seek prior approval from the EPA Grants Management Officer or Award Official for a change in a key person.)

The CAR shall refer to and utilize the Quarterly Reporting function within the Assessment, Cleanup and Redevelopment Exchange System (ACRES) to submit quarterly reports unless approval is obtained from the EPA Project Officer to use an alternate format for reports.

2. The CAR must submit performance reports on a quarterly basis in ACRES using the Assessment Quarterly Report function. Quarterly performance reports must include:

a. A summary that clearly differentiates between activities completed with EPA funds provided under the Brownfield Assessment cooperative agreement and related activities completed with other sources of leveraged funding.

b. A summary and status of approved activities performed during the reporting quarter; a summary of the performance outputs/outcomes achieved during the reporting quarter; and a description of problems encountered during the reporting quarter that may affect the project schedule.

c. A comparison of actual accomplishments to the anticipated outputs/outcomes specified in the EPA-approved workplan and reasons why anticipated outputs/outcomes were not met.

d. An update on the project schedule and milestones, including an explanation of any discrepancies from the EPA-approved workplan.

e. A list of the properties where assessment and/or planning activities were performed and/or completed during the reporting quarter.

f. A budget summary table with the following information: current approved project budget; EPA funds drawn down during the reporting quarter; costs drawn down to date (cumulative expenditures); program income generated and used (if

Attachment: grant-36 (7631 : Brownfields Assessment Grant - No Match - $500,000)

applicable) (i.e., program income received and disbursed during the reporting quarter and during the entire cooperative agreement, and the amount of program income remaining); and total remaining funds. The budget summary table must include costs that are charged to the "other" budget object class category (e.g., participant support costs, subawards, etc.).

The CAR shall include an explanation of any discrepancies in the budget from the EPA-approved workplan, cost overruns or high unit costs, and other pertinent information. The CAR shall include a statement on funding transfers[2] among direct budget categories or programs, functions and activities that occurred during the quarter and cumulatively during the period of performance.

g. For local governments that are using cooperative agreement funds for health monitoring, the quarterly report must also include the specific budget, the quarterly expenditure, and cumulative expenditures to demonstrate that 10% of federal funding is not exceeded.

Note: Each property where assessment activities were performed and/or completed must have its corresponding information updated in ACRES (or via the Property Profile Form with prior approval from the EPA Project Officer) prior to submitting the quarterly performance report (see Section III.E. below).

3. The CAR must maintain records that will enable it to report to EPA on the amount of funds disbursed by the CAR to assess the specific properties under this cooperative agreement.

4. In accordance with 2 CFR § 200.329(e)(1), the CAR agrees to inform EPA as soon as problems, delays, or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the EPA-approved workplan.

E. Property Profile Submission

1. The CAR must report on interim progress (e.g., assessments started, reuse planning activities started) and any final accomplishments (e.g., assessments completed, clean up required, contaminants found, institutional controls required, engineering controls required) by completing and submitting relevant portions of the electronic Property Profile Form using the Assessment, Cleanup and Redevelopment Exchange System (ACRES).

Attachment: grant-36 (7631 : Brownfields Assessment Grant - No Match - $500,000)

The CAR must enter the data in ACRES as soon as the interim action or final accomplishment has occurred, or within 30 days after the end of each reporting quarter. The CAR must enter any new data into ACRES prior to submitting the quarterly performance report to the EPA Project Officer. The CAR must utilize the electronic version of the Property Profile Form in ACRES.

F. Final Cooperative Agreement Performance Report with Environmental Results

1. In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, § 200.329, *Monitoring and Reporting Program Performance* and 2 CFR § 200.344(a), *Closeout*), the CAR agrees to submit to the EPA Project Officer within 120 days after the expiration or termination of the approved project period a final performance report on the cooperative agreement via email; unless the EPA Project Officer agrees to accept a paper copy of the report. The final performance report shall document and summarize the elements listed in Section III.D.2., as appropriate, for activities that occurred over the entire project period.

IV. FINANCIAL ADMINISTRATION REQUIREMENTS

A. Eligible Uses of the Funds for the Cooperative Agreement Recipient

1. To the extent allowable under the EPA-approved workplan, cooperative agreement funds may be used for eligible programmatic expenses to inventory, characterize, assess sites; conduct site-specific planning, general brownfield-related planning activities around one or more brownfield sites; conduct outreach and community engagement; and for reasonable participant support costs associated with one community liaison per target area identified in the selected FY23 application. Eligible programmatic expenses include activities described in Section V. of these Terms and Conditions. In addition, eligible programmatic expenses may include:

a. Determining whether assessment activities at a particular site are authorized by CERCLA § 104(k).

b. Ensuring that an assessment complies with applicable requirements under

Attachment: grant-36 (7631 : Brownfields Assessment Grant - No Match - $500,000)

federal and state laws, as required by CERCLA § 104(k).

c. Preparing and updating an Analysis of Brownfield Cleanup Alternatives (ABCA) which will include information about the site and contamination issues, cleanup standards, applicable laws, alternatives considered, and the proposed cleanup.

d. Preparing a Community Involvement Plan which includes reasonable notice, opportunity for public involvement and comment on the proposed cleanup, and response to comments.

e. Developing a Quality Assurance Project Plan (QAPP) as required by 2 CFR § 1500.12. The specific requirement for a QAPP is outlined in *Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance* available at https://www.epa.gov/grants/implementation-quality-assurance-requirements-organizations-receiving-epa-financial.

f. Using a portion of the cooperative agreement funds to purchase environmental insurance for the characterization or assessment of the site. [Funds shall not be used to purchase insurance intended to provide coverage for any of the ineligible uses under Section IV., *Ineligible Uses of the Funds for the Cooperative Agreement Recipient.*]

g. Any other eligible programmatic costs, including direct costs incurred by the recipient in reporting to EPA; procuring and managing contracts; awarding, monitoring, and managing subawards to the extent required to comply with 2 CFR § 200.332 and the "Establishing and Managing Subawards" General Term and Condition; and carrying out community engagement pertaining to the assessment activities.

2. **Local Governments Only –** If authorized in the EPA-approved workplan and budget narrative, up to 10% of the funds awarded by this agreement may be used by the CAR itself as a programmatic cost for Brownfield Program development and implementation of monitoring health conditions and institutional controls. The health monitoring activities must be associated with brownfield sites at which at least a Phase II environmental site

Attachment: grant-36 (7631 : Brownfields Assessment Grant - No Match - $500,000)

assessment is conducted and is contaminated with hazardous substances. The CAR must maintain records on funds that will be used to carry out this task to ensure compliance with this requirement.

3. Under CERCLA § 104(k)(5)(E), CARs and subrecipients may use up to 5% of the amount of federal funding for this cooperative agreement for administrative costs, including indirect costs under 2 CFR § 200.414. The limit on administrative costs for the CAR under this agreement is $25,000. The total amount of indirect costs and any direct costs for cooperative agreement administration by the CAR paid for by EPA under the cooperative agreement shall not exceed this amount. Subrecipients may use up to 5% of the amount of Federal funds in their subawards for administrative costs. As required by 2 CFR § 200.403(d), the CAR and subrecipients must classify administrative costs as direct or indirect consistently and shall not classify the same types of costs in both categories. The term "administrative costs" does not include:

a. Investigation and identification of the extent of contamination of a brownfield site;

b. design and performance of a response action; or

c. monitoring of a natural resource.

Eligible cooperative agreement and subaward administrative costs subject to the 5% limitation include direct costs for:

a. Costs incurred to comply with the following provisions of the *Uniform Administrative Requirements for Cost Principles and Audit Requirements for Federal Awards* at 2 CFR Parts 200 and 1500 other than those identified as programmatic.

i. Record-keeping associated with equipment purchases required under 2 CFR § 200.313;

ii. Preparing revisions and changes in the budgets, scopes of work,

Attachment: grant-36 (7631 : Brownfields Assessment Grant - No Match - $500,000)

program plans and other activities required under 2 CFR § 200.308;

iii. Maintaining and operating financial management systems required under 2 CFR § 200.302;

iv. Preparing payment requests and handling payments under 2 CFR § 200.305;

v. Financial reporting under 2 CFR § 200.328;

vi. Non-federal audits required under 2 CFR Part 200, Subpart F; and

vii. Closeout under 2 CFR § 200.344 with the exception of preparing the recipient's final performance report. Costs for preparing this report are programmatic and are not subject to the 5% limitation on direct administrative costs.

b. Pre-award costs for preparation of the proposal and application for this cooperative agreement (including the final workplan) or applications for subawards are not allowable as direct costs but may be included in the CAR's or subrecipient's indirect cost pool to the extent authorized by 2 CFR § 200.460.

B. Ineligible Uses of the Funds for the Cooperative Agreement Recipient

1. Cooperative agreement funds shall not be used by the CAR for any of the following activities:

a. Cleanup activities;

b. Site development activities that are not brownfield site assessment activities (e.g., marketing of property (activities or products created specifically to attract buyers or investors) or construction of a new facility);

Attachment: grant-36 (7631 : Brownfields Assessment Grant - No Match - $500,000)

c. General community visioning, area-wide zoning updates, design guideline development, master planning, green infrastructure, infrastructure service delivery, and city-wide or comprehensive planning/plan updates – these activities are all ineligible uses of grant funds if unrelated to advancing cleanup and reuse of brownfield sites or sites to be assessed. Note: for these types of activities to be an eligible use of grant funds, there must be a specific nexus between the activity and how it will help further cleanup and reuse of the priority brownfield site(s). This nexus must be clearly described in the workplan for the project;

d. Job training activities unrelated to performing a specific assessment at a site covered by the cooperative agreement;

e. To pay for a penalty or fine;

f. To pay a federal cost share requirement (e.g., a cost share required by another federal grant) unless there is specific statutory authority;

g. To pay for a response cost at a brownfield site for which the CAR or subaward recipient is potentially liable under CERCLA § 107;

h. To pay a cost of compliance with any federal law, excluding the cost of compliance with laws applicable to the assessment; and

i. Unallowable costs (e.g., lobbying and purchases of alcoholic beverages) under 2 CFR Part 200, Subpart E.

2. Cooperative agreement funds shall not be used for any of the following properties:

a. Facilities listed, or proposed for listing, on the National Priorities List (NPL);

b. Facilities subject to unilateral administrative orders, court orders, and administrative orders on consent or judicial consent decree issued to or entered

Attachment: grant-36 (7631 : Brownfields Assessment Grant - No Match - $500,000)

by parties under CERCLA;

c. Facilities that are subject to the jurisdiction, custody or control of the United States government except for land held in trust by the United States government for an Indian tribe; or

d. A site excluded from the definition of a brownfield site for which EPA has not made a property-specific funding determination.

V. ASSESSMENT REQUIREMENTS

A. Authorized Assessment Activities

1. Prior to conducting or engaging in any on-site activity with the potential to impact historic properties (such as invasive sampling), the CAR shall consult with the EPA Project Officer regarding potential applicability of the National Historic Preservation Act (NHPA) (16 USC § 470) and, if applicable, shall assist EPA in complying with any requirements of the NHPA and implementing regulations.

2. If funds from this cooperative agreement are used to prepare an Analysis of Brownfield Cleanup Alternatives (ABCA), or equivalent state Brownfields program document, the CAR must include information about the site and contamination issues (i.e., exposure pathways, identification of contaminant sources, etc.); cleanup standards; applicable laws; alternatives considered; and the proposed cleanup. The evaluation of alternatives must include effectiveness, ability to implement, and the cost of the response proposed. The evaluation of alternatives must also consider the resilience of the remedial options to address potential adverse impacts caused by extreme weather events (e.g., sea level rise, increased frequency and intensity of flooding, etc.). The alternatives may additionally consider the degree to which they reduce greenhouse gas discharges, reduce energy use or employ alternative energy sources, reduce volume of wastewater generated/disposed of, reduce volume of materials taken to landfills, and recycle and re-use materials generated during the cleanup process to the maximum extent practicable. The evaluation will include an analysis of reasonable alternatives including no action. The cleanup method chosen must be based on this analysis.

B. Quality Assurance (QA) Requirements

Attachment: grant-36 (7631 : Brownfields Assessment Grant - No Match - $500,000)

1. When environmental data are collected as part of the brownfield assessment, the CAR shall comply with 2 CFR § 1500.12 requirements to develop and implement quality assurance practices sufficient to produce data adequate to meet project objectives and to minimize data loss. State law may impose additional QA requirements.

2. Recipients implementing environmental programs within the scope of the assistance agreement must submit to the EPA Project Officer an approvable Quality Assurance Project Plan (QAPP) at least 60 days prior to the initiating of data collection or data compilation. The Quality Assurance Project Plan (QAPP) is the document that provides comprehensive details about the quality assurance, quality control, and technical activities that must be implemented to ensure that project objectives are met. Environmental programs include direct measurements or data generation, environmental modeling, compilation of data from literature or electronic media, and data supporting the design, construction, and operation of environmental technology.

The recipient will develop Quality Assurance Project Plans (QAPP) for all applicable projects and tasks involving environmental information operations in accordance with the most current version of *EPA Requirements for Quality Assurance Project Plans*, Regional guidance documents, and national guidance documents may be helpful in meeting the requirements.

QAPPs are submitted electronically to the following:

EPA Project Officer (see page 1 of assistance agreement for contact information) and;

Regional Quality Assurance Branch via **R1QAPPs@epa.gov**.

3. The recipient shall notify the EPA Project Officer and the EPA Quality Assurance Manager or designee (hereafter referred to as QAM) when substantive changes are needed to the QAPP. EPA may require the QAPP be updated and re-submitted for approval.

4. The recipient must review their approved QAPP at least annually. The results of the

Attachment: grant-36 (7631 : Brownfields Assessment Grant - No Match - $500,000)

QAPP review and any revisions must be submitted to the EPA Project Officer and the QAM at least annually and may also be submitted when changes occur (the QAM or EPA Project Officer may add additional specifications).

5. **Competency of Organizations Generating Environmental Measurement Data:** In accordance with Agency Policy Directive Number FEM-2012-02, *Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements*, the CAR agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, the CAR agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. The CAR shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at http://www.epa.gov/fem/lab_comp.htm or a copy may also be requested by contacting the EPA Project Officer for this award.

C. Public Awareness

1. The CAR agrees to clearly reference EPA investments in the project during all phases of community outreach outlined in the EPA-approved workplan which may include the development of any post-project summary or success materials that highlight achievements to which this project contributed.

a. If any documents, fact sheets, and/or web materials are developed as part of this cooperative agreement, then they shall comply with the *Acknowledgement Requirements for Non-ORD Assistance Agreements* in the General Terms and Conditions of this agreement.

b. If the EPA logo is displayed along with logos from other participating entities on websites, outreach materials, or reports, it must **not** be prominently displayed to imply that any of the recipient or subrecipient's activities are being conducted by the EPA. Instead, the EPA logo should be accompanied with a statement indicating that the City of Springfield received financial support from the EPA under an Assistance Agreement per the term and condition described in Section V.C.1.a. above. More information is available at https://www.epa.gov/stylebook/using-epa-seal-and-logo.

Attachment: grant-36 (7631 : Brownfields Assessment Grant - No Match - $500,000)

c. If a sign is developed as part of a project funded by this cooperative agreement, then the sign shall include either a statement (e.g., this project has been funded, wholly or in part, by EPA) and/or EPA's logo acknowledging that EPA is a source of funding for the project. The EPA logo may be used on project signage when the sign can be placed in a visible location with a direct linkage to site activities. Use of the EPA logo must follow the sign specifications available at https://www.epa.gov/grants/epa-logo-seal-specifications-signage-produced-epa-assistance-agreement-recipients. To obtain the appropriate EPA logo or seal graphic file, the CAR should send a request directly to EPA's Office of Public Affairs (OPA) and include the EPA Project Officer in the communication. Instructions for contacting OPA are available at https://www.epa.gov/aboutepa/using-epa-seal-and-logo.

2. The CAR agrees to notify the EPA Project Officer listed in this award document of public or media events publicizing the accomplishment of significant events related to construction and/or site reuse projects as a result of this agreement, and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.

3. To increase public awareness of projects serving communities where English is not the predominant language, CARs are encouraged to include in their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.

4. All public awareness activities conducted with EPA funding are subject to the provisions in the General Terms and Conditions on compliance with section 504 of the Americans with Disabilities Act.

D. All Appropriate Inquiry

1. As required by CERCLA § 104(k)(2)(B)(ii) and CERCLA § 101(35)(B), the CAR shall ensure that a Phase I site characterization and assessment carried out under this agreement will be performed in accordance with EPA's all appropriate inquiries regulation (AAI). The CAR shall utilize the practices in ASTM standard E1527-21 *"Standard Practices for Environmental Site Assessment: Phase I Environmental Site Assessment Process"* (or the latest recognized ASTM standard at the time the assessment is performed), or EPA's All Appropriate Inquiries Final Rule (40 CFR Part 312). A

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suggested outline for an AAI final report is provided in *"All Appropriate Inquiries Rule: Reporting Requirements and Suggestions on Report Content"* (Publication Number: EPA 560-F-23-004 (or the latest available publication)). This does not preclude the use of cooperative agreement funds for additional site characterization and assessment activities that may be necessary to characterize the environmental impacts at the site or to comply with applicable state standards.

2. AAI final reports produced with funding from this agreement must comply with 40 CFR Part 312 and must, at a minimum, include the information below. All AAI reports submitted to the EPA Project Officer as deliverables under this agreement must be accompanied by a completed *"All Appropriate Inquiries: Reporting Requirements Checklist for Assessment Grant Recipients"* (Publication Number: EPA 560-F-23-017 (or the latest available publication)) that the EPA Project Officer will provide to the recipient. The checklist is available to CARs on EPA's website at https://www.epa.gov/brownfields/all-appropriate-inquiries-reporting-requirements-checklist-assessment-grant-recipients. The completed checklist must include:

a. An ***opinion*** as to whether the inquiry has identified conditions indicative of releases or threatened releases of hazardous substances, and as applicable, pollutants and contaminants, petroleum or petroleum products, or controlled substances, on, at, in, or to the subject property.

b. An identification of ***"significant" data gaps*** (as defined in 40 CFR § 312.10), if any, in the information collected for the inquiry. Significant data gaps include missing or unattainable information that affects the ability of the environmental professional to identify conditions indicative of releases or threatened releases of hazardous substances, and as applicable, pollutants and contaminants, petroleum or petroleum products, or controlled substances, on, at, in, or to the subject property. The documentation of significant data gaps must include information regarding the significance of these data gaps.

c. ***Qualifications*** **and** ***signature*** of the environmental professional(s). The environmental professional must place the following statements in the document and sign the document:

"[I, We] declare that, to the best of [my, our] professional knowledge and belief, [I, we] meet the definition of Environmental Professional as defined in 40 CFR § 312.10 of this part."
"[I, We] have the specific qualifications based on education, training, and experience to assess a

Attachment: grant-36 (7631 : Brownfields Assessment Grant - No Match - $500,000)

property of the nature, history, and setting of the subject property. [I, We] have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312."

Note: Please use either "I/my" or "We/our."

d. In compliance with 40 CFR § 312.31(b), the environmental professional must include in the final report an ***opinion regarding additional appropriate investigation***, if the environmental professional has such an opinion.

3. EPA may review checklists and AAI final reports for compliance with the AAI regulation documentation requirements at 40 CFR Part 312 (or comparable requirements for those using ASTM Standard 1527-21 or the latest recognized ASTM standard at the time the assessment is performed). Any deficiencies identified during an EPA review of these documents must be corrected by the recipient within 30 days of notification. Failure to correct any identified deficiencies may result in EPA disallowing the costs for the entire AAI report as authorized by 2 CFR § 200.339. If a recipient willfully fails to correct the deficiencies EPA may consider other available remedies under 2 CFR § 200.339 and 2 CFR § 200.340.

E. Completion of Assessment Activities

1. The CAR shall properly document the completion of all activities described in the EPA- approved workplan. This must be done through a final report or letter from a Qualified Environmental Professional, or other documentation provided by a State or Tribe that shows assessments are complete.

F. Inclusion of Additional Terms and Conditions

1. In accordance with 2 CFR § 200.334, the CAR shall maintain records pertaining to the cooperative agreement for a minimum of three (3) years following submission of the final financial report unless one or more of the conditions described in the regulation applies. The CAR shall provide access to records relating to assessments supported with Assessment cooperative agreement funds to authorized representatives of the Federal

Attachment: grant-36 (7631 : Brownfields Assessment Grant - No Match - $500,000)

government as required by 2 CFR § 200.337.

2. The CAR has an ongoing obligation to advise EPA if it assessed any penalties resulting from environmental non-compliance at sites subject to this agreement.

VI. PAYMENT AND CLOSEOUT

For the purposes of these Terms and Conditions, the following definitions apply: "payment" is EPA's transfer of funds to the CAR; "closeout" refers to the process EPA follows to ensure that all administrative actions and work required under the cooperative agreement have been completed.

A. Payment Schedule

1. The CAR may request advance payment from EPA pursuant to 2 CFR § 200.305(b)(1) and the prompt disbursement requirements of the General Terms and Conditions of this agreement.

This requirement does not apply to states which are subject to 2 CFR § 200.305(a).

B. Schedule for Closeout

1. Closeout will be conducted in accordance with 2 CFR § 200.344. EPA will close out the award when it determines that all applicable administrative actions and all required work under the cooperative agreement have been completed.

2. The CAR, within 120 days after the expiration or termination of the cooperative agreement, must submit all financial, performance, and other reports required as a condition of the cooperative agreement.

Attachment: grant-36 (7631 : Brownfields Assessment Grant - No Match - $500,000)

a. The CAR must submit the following documentation:

i. The Final Cooperative Agreement Performance Report as described in Section III.F. of these Terms and Conditions.

ii. Administrative and Financial Reports as described in the General Terms and Conditions of this agreement.

b. The CAR must ensure that all appropriate data have been entered into ACRES or all hardcopy Property Profile Forms are submitted to the EPA Project Officer.

c. As required by 2 CFR § 200.344, the CAR must immediately refund to EPA any balance of unobligated (unencumbered) advanced cash or accrued program income that is not authorized to be retained for u

[1] When EPA uses the term "underserved communities" it has the meaning defined in Executive Order 13985: *Advancing Racial Equity And Support For Underserved Communities Through The Federal Government*,which defines "underserved communities" as "populations sharing a particular characteristic, as well as geographic communities, that have been systematically denied a full opportunity to participate in aspects of economic, social, and civic life….". As described in the Executive Order, "underserved communities" may include communities denied the consistent, fair, just, and impartial treatment of all individuals such as Black, Latino, and Indigenous and Native American persons, Asian Americans and Pacific Islanders and other persons of color; members of religious minorities; lesbian, gay, bisexual, transgender, and queer (LGBTQ+) persons; persons with disabilities; persons who live in rural areas; and persons otherwise adversely affected by persistent poverty or inequality. It also includes "communities environmentally overburdened," that is, a community adversely and disproportionately affected by environmental and human health harms or risks, and "disadvantaged, communities" as referenced in Executive Order 14008, *Tackling the Climate Crisis at Home and Abroad*, and defined in Office of Management and Budget's Memo M-21-28: Interim Implementation Guidance for the Justice40 Initiative.

[2] Per EPA's General Term and Condition, the CAR must obtain prior approval from the EPA Grants Management Officer or Award Official for cumulative transfers of funds in excess of 10% of the total budget.

Attachment: grant-36 (7631 : Brownfields Assessment Grant - No Match - $500,000)

City Council

SCHEDULED

Meeting: 09/18/23 07:00 PM
Initiator: Gianna Berardi
Sponsors: Mayor Domenic J. Sarno
DOC ID: 7618

FY24 Senior Community Service Employment Grant - In-Kind Match Required - $473,500.00 (Mayor Sarno)

WHEREAS, the Department of Elder Affairs ("Department") has been awarded a Senior Community Service Employment Program (SCSEP) Grant of $473,500.00 from Senior Service America, Inc. (SSAI) from July 1, 2023 to June 30, 2024; and

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

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

WHEREAS, the grant will pay $473,500.00, and requires a match from the City of $68,102.00 through in-kind services or expenses; and

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

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

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

FY24 Senior Community Service Employment Grant - In-Kind Match Required - $473,500.00

Attachment: FY24 Elders SCSEP Grant (7618 : FY24 Senior Community Service Employment Grant - In-Kind Match Required - $473,500.00)

REQUEST FOR GRANT SETUP

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

All fields are mandatory.

Date of Request	**9/6/2023**
Department Requesting Grant Setup	**DEA**
Department Phone # (Please include extension)	**886-5223/5223**
Name and Title of Person to Contact in Case of Questions	**Carol K. Gasque**

Was this Grant previously setup for a prior fiscal year? **YES**
If yes, please indicate your previous project number**: 67323**

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

Grant Name: **SCSEP – FY24**
Total Grant Amount Awarded: **$ 473,500.00**

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: **Center for Work Force Inclusion**
Street Address : **8403 Colesville Road, Suite 200**
City, State, **Silver Spring, Maryland 20910**
Telephone: **301-578-8469**
Fax:
E-Mail:

Actual Award Date **7/1/2023**
Board Approval Date
Start Date 7/1/2023
Expiration Date 6/30/2024
Renewal Action Date (optional)
If there are any Matching Funds: **Yes** Type
Percent
Amount **$ 68,102.00**

Is there any Leverage?
Source
Amount

Comments re: Description/Purpose of Grant

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

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

What is the required drawdown frequency?
(Ex: Monthly, Quarterly)
If payment is to be sent by Grantor as a Wire,
Please enter any wire reference/identification # that may be used (if known)
Please list all object codes needed for the grant.
(Attach additional sheets if additional orgs and roll-ups are needed):

Attachment: FY24 Elders SCSEP Grant (7618 : FY24 Senior Community Service Employment Grant - In-Kind Match Required - $473,500.00)

Org Code: 26735410

Wages	$ 461,115.00
Office Supplies	2,479.00
Indirect	9,906.00
	$ 473, 500.00

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

Carol K Gasque
Signature

9/6/2023
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: FY24 Elders SCSEP Grant (7618 : FY24 Senior Community Service Employment Grant - In-Kind Match Required - $473,500.00)

Gasque, Carol

From: Gary A. Officer <gofficer@workforceinclusion.org>
Sent: Friday, August 18, 2023 3:20 PM
To: Gasque, Carol; Federico, Sandy; Livingston, Suzette; No, Yong; crowe@springfieldcityhall.com
Cc: jwadsworth@workforceinclusion.org; cgarland@workforceinclusion.org; sgaillard@workforceinclusion.org
Subject: [External] Corrected MA103 - July 1, 2023 – June 30, 2024 Workforce Inclusion Sponsor Agreement
Attachments: MA103_PY2023_Sponsor Agreement.pdf; MA103 - Sponsor Budget Agreement - PY2023.xlsx; MA103_PY2023 Worforce Inclusion Grant Press Release.docx

Importance: High

Dear Sponsor Executive:

The Center for Workforce Inclusion, Inc. (Center) is proud to have been partnered with you for the last 46 years. Since that time, we have granted your organization approximately $21,781,000.

We are pleased to announce that your organization has been approved for a Workforce Inclusion Grant to support your SCSEP Program for twelve-months, July 1, 2023 – June 30, 2024. This grant totals $473,500. This grant will enable participant jobseekers to become skilled, reskilled and/or upskilled to meet the local employment needs in your community.

Attached please find the PDF copy of the Workforce Inclusion Sponsor Agreement between your organization and the Center for your SCSEP program.

Because the Center has been approved for another Alternative Training waiver from DOL in PY2023 to support continued digital upskilling for SCSEP job seekers, you will note a continued decrease in the PWFB threshold that must be met in this fiscal year consistent with programmatic changes to SCSEP the Center made last year. The lowered PWFB also correlates with the decrease in the expectation of meeting the service level goal of 140% of modified authorized positions, down from 160% in FY 2021.

Please review in full the attached Sponsor Agreement for all the details.

PY2023 Workforce Inclusion Sponsor Agreement Checklist:

- Sign and return page 16 of the Workforce Inclusion Sponsor Agreement;
- Complete and return the sections highlighted in yellow on Attachment 2, Assurances;
    - Item #7 on page six (6) of the Assurances;
    - Section F on age seven (7) of the Assurances;
- Complete and return Attachment 3, Sponsor Budget Proposal Form (please use the Excel spreadsheet provided to avoid calculation errors);
- Complete and return Attachment 4, Signature Delegation information.

By Thursday, September 7, 2023, please complete the corrected Workforce Inclusion Sponsor Agreement checklist above and return the documents noted on the checklist via email to:

Attachment: FY24 Elders SCSEP Grant (7618 : FY24 Senior Community Service Employment Grant - In-Kind Match Required - $473,500.00)

Center for Workforce Inclusion, Inc. (Center)

b. If You default in the performance of any of your material obligations hereunder and such default is not cured nor progress made to the Center's satisfaction after notice of such default is given; or if You becomes insolvent, or if a petition under any bankruptcy act shall be filed by or against You that is not dismissed within 60 days thereafter, or You execute an assignment for the benefit of creditors, or if a receiver is appointed for the assets of either party, or if either party takes advantage of any insolvency or any other like statute (each, an "Event of Default"), then Grantee may, in addition to any and all other rights which it may have, terminate this Agreement by giving a notice to You at any time after the occurrence of an Event of Default.

c. If Grantee determines that you or your agents are not complying with the provisions in this Agreement, we can cancel this Agreement. If we decide to cancel this Agreement, we will provide you with at least 30 days written notice.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date appearing on the second page of this Agreement, upon which date this Agreement becomes effective retroactive on July 1, 2023. Any individual executing this Agreement on behalf of any party hereto does hereby represent and warrant that such execution is made with full authority and that such party is bound by the terms hereof.

City of Springfield Department of Elder Affairs

By ✓ Domenic J. Sarno
(Signature)

Name Domenic J. Sarno
(Print)

Mayor (Title) ✓ 8/22/23 (Date)

(E-mail Address)

Center for Workforce Inclusion, Inc.

By
(Signature)

Name Gary A. Officer (Date)
President and CEO
Center for Workforce Inclusion, Inc.

Attachment: FY24 Elders SCSEP Grant (7618 : FY24 Senior Community Service Employment Grant - In-Kind Match Required - $473,500.00)

Sponsor Delegation of Signature Authority*

July 1, 2023 – June 30, 2024

Sponsor Name: City of Springfield Department of Elder Affairs

Project Number: 103

The individuals listed below are authorized to sign on my behalf and / or electronically transmit to Center the following Center SCSEP documents (check those which apply):

Name: CAROL K. GASQUE
Title: FISCAL Admin Mngr.
Signature: Carol K Gasque

- ☑ Report of Costs (SA1)
- ☑ Report of Non-Federal Costs (SA2)
- ☑ Budget Revisions

Name: SANDRA Federico
Title: Director/DEA
Signature: ✓ S Federico

- ☑ Report of Costs (SA1)
- ☑ Report of Non-Federal Costs (SA2)
- ☑ Budget Revisions

Name: _____
Title: _____
Signature: _____

- ☐ Report of Costs (SA1)
- ☐ Report of Non-Federal Costs (SA2)
- ☐ Budget Revisions

[*Executive Director or Other Authorized Official*]

Name: Domenic J. SARNO
Title: Mayor
✓ Domenic J. Sarno 8/22/23
Signature / Date

*AN ELECTRONIC VERSION OF THIS FORM IS AVAILABLE ON THE Center WEBSITE (FOR OUR PARTNERS) OR SEND REQUEST TO Finance_SCSEP_Subgrantees@workforceinclusion.org

Attachment: FY24 Elders SCSEP Grant (7618 : FY24 Senior Community Service Employment Grant - In-Kind Match Required - $473,500.00)

City Council

SCHEDULED

Meeting: 09/18/23 07:00 PM
Initiator: Gianna Berardi
Sponsors: Mayor Domenic J. Sarno
DOC ID: 7617

FY24 Council on Aging Grant - No Match Required $352,920.00 (Mayor Sarno)

WHEREAS, the Elder Affairs Department ("Department") has been awarded a FY24 Council on Aging Grant of $352,920.00 from the Executive Office of Elder Affairs from the period of July 1, 2023 to June 30, 2024; and

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

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

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

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

FY24 Council on Aging Grant - No Match Required $352,920.00

REQUEST FOR GRANT SETUP

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

All fields are mandatory.

Date of Request **9/6/2023**

Department Requesting Grant Setup **DEA**

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

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

Was this Grant previously setup for a prior fiscal year? **YES**
If yes, please indicate your previous project number: **82423**

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

Grant Name: **COA – FY24**
Total Grant Amount Awarded: **$ 352,920.00**

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

Attachment: FY24 Elders COA Grant (7617 : FY24 Council on Aging Grant - No Match Required $352,920.00)

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

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

Entity: **Executive Office of Elder Affairs**
Street Address : **1 Ashburton Pl**
City, State, **Boston, MA 02108**
Telephone: **617-222-7419**
Fax:
E-Mail:

Actual Award Date **7/1/2023**
Board Approval Date
Start Date 7/1/2023
Expiration Date 6/30/2024
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

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

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

What is the required drawdown frequency?
(Ex: Monthly, Quarterly)
If payment is to be sent by Grantor as a Wire,
Please enter any wire reference/identification # that may be used (if known)
Please list all object codes needed for the grant.
(Attach additional sheets if additional orgs and roll-ups are needed):

Attachment: FY24 Elders COA Grant (7617 : FY24 Council on Aging Grant - No Match Required $352,920.00)

Org Code: 26735410

Wages	$ 283206.82
Fringe	25,899.18
Dues/License MCOA	4,500.00
Repairs and Maintenance – gym equip.	7,500.00
Repairs and Maintenance- Myseniorcenter	2,600.00
Rental Equipment	2,750.00
Office Supplies	4,000.00
Postage	1,250.00
Program Supplies	4,500.00
Training/Staff	2,000.00
Travel	1,480.00
Indirect	13,234.00
	$ 352,920.00

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

Carol K Gasque — Signature

9/6/2023 — 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: FY24 Elders COA Grant (7617 : FY24 Council on Aging Grant - No Match Required $352,920.00)

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

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

CONTRACTOR LEGAL NAME: CITY OF SPRINGFIELD (and d/b/a):	**COMMONWEALTH DEPARTMENT NAME: Executive Office of Elder Affairs** MMARS Department Code: ELD
Legal Address: (W-9, W-4): 36 COURT ST, SPRINGFIELD, MA 01103-1699	Business Mailing Address: 1 Ashburton Pl, Boston MA 02108
Contract Manager: SANDRA FEDERICO — Phone: 413-787-6785	Billing Address (if different):
E-Mail: Sfederico@springfieldcityhall.com — Fax:	Contract Manager: Stacey Anne O'Connell — Phone: 617-222-7419
Contractor Vendor Code: VC6000192140	E-Mail: Stacey.oconnell@mass.gov — Fax: 617-727-9368
Vendor Code Address ID (e.g. "AD001"): AD 001. (Note: The Address ID must be set up for EFT payments.)	MMARS Doc ID(s): 0208220000000000009
	RFR/Procurement or Other ID Number: MGL c. 40 s. 8B

X NEW CONTRACT

PROCUREMENT OR EXCEPTION TYPE: (Check one option only)

__ Statewide Contract (OSD or an OSD-designated Department)
__ Collective Purchase (Attach OSD approval, scope, budget)
__ Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation)
__ Emergency Contract (Attach justification for emergency, scope, budget)
__ Contract Employee (Attach Employment Status Form, scope, budget)
X Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)

___ CONTRACT AMENDMENT

Enter Current Contract End Date *Prior* to Amendment: _____, 20___.
Enter Amendment Amount: $ _____. (or "no change")

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

__ Amendment to Date, Scope or Budget (Attach updated scope and budget)
__ Interim Contract (Attach justification for Interim Contract and updated scope/budget)
__ Contract Employee (Attach any updates to scope or budget)
__ Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)

The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): __ Commonwealth Terms and Conditions X Commonwealth Terms and Conditions For Human and Social Services __ Commonwealth IT Terms and Conditions

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.
X 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). $ _____.

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: X agree to standard 45 day cycle __ statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); __ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: This 10-year contract will cover grant funds to municipal Councils on Aging (COA) of the Commonwealth authorized through the annual GAA and other sources. The activity performance period for year one of this contract is 7/1/2021-6/30/2022. The COAs established by MGL provide social and support services to older adults, their families and caregivers. The annual award is determined by the number of elders per municipality as per the most recent census data, at a current rate of $12 per person. This contract will cover any rate adjustment or increase during the 10-year period. Each municipal COA will complete an annual fiscal report describing how these grant funds were applied. All approved obligations incurred prior to the latest signature date are intended to be part of this agreement and the amount of the prior obligation for year one is funded in the FY22 award. The deadline to submit the signed contract is 6/30/22. MA #4.

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.
X 3. were incurred as of July 1, 20 21, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of June 30, 20 32, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the **"Effective Date"** of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:

X: Domenic J. Sarno. Date: 2/18/22.
(Signature and Date Must Be Captured At Time of Signature)
Print Name: Domenic J. SARNO.
Print Title: MAYOR.

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:

X: _____. Date: 3/9/22.
(Signature and Date Must Be Captured At Time of Signature)
Print Name: Karen Beltrami.
Print Title: Director of Contracts and Procurement.

Attachment: FY24 Elders COA Grant (7617 : FY24 Council on Aging Grant - No Match Required $352,920.00)

The Commonwealth of Massachusetts
Executive Office of Elder Affairs
One Ashburton Place, 5th Floor
Boston, Massachusetts 02108

CHARLES D. BAKER
Governor

KARYN E. POLITO
Lieutenant Governor

MARYLOU SUDDERS
Secretary, Executive Office of Health and Human Services

ELIZABETH C. CHEN, PhD, MBA, MPH
Secretary

Tel: (617) 727-7750
Fax: (617) 727-9368
TTY/TTD: 1-800-872-0166
www.mass.gov/elders

To: Councils on Aging in the Commonwealth of Massachusetts

From: Rachel Goldstein, Chief Financial Officer, EOEA
Carole Malone, Assistant Secretary, EOEA

Date: February 22, 2022

RE: Important Changes in FY22 COA Formula Grant Contract Process

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The Executive Office of Elder Affairs (EOEA) issued the Fiscal Year 2022 formula grant funding to all Massachusetts Councils on Aging on February 15, 2022. This memorandum is intended to provide information on important administrative changes to this process. We encourage you to read this carefully and reach out with any questions or items of clarification.

The administrative changes that have been implemented this year are beneficial to both EOEA and the Councils on Aging. They will help EOEA to distribute the money faster and make the contract execution process much easier for Councils on Aging. **These changes are solely administrative in nature and have no impact on the amount each Council on Aging receives; that funding amount has been, and will continue to be, established in the state's annual budget.**

We are pleased to have finalized this important step to simplify the process for Councils on Aging to access this important funding.

FORMULA GRANT ALLOCATIONS

- As always, EOEA follows the requirements established in each year's state budget to calculate the Council on Aging formula grant awards. In Fiscal Year 2022, this is calculated as $12 per older adult with a minimum contract amount of $6,000.00. EOEA has published the Fiscal Year 2022 funding amounts for each Council on Aging in the Formula Grant Award Spreadsheet (located at https://coaadmin.800ageinfo.com/).

FY 2022 - 2032 *

Attachment: FY24 Elders COA Grant (7617 : FY24 Council on Aging Grant - No Match Required $352,920.00)

- *Note*: The funding allocation is the same in Fiscal Year 2022 as it was in Fiscal Year 2021. Every Council on Aging is getting exactly the same amount of money as last year.

ADMINISTRATIVE CONTRACT CHANGES

- EOEA divided the group of 350 contracts into four (4) separate PDF files, organized alphabetically based on the name of the city or town (letters A-D, E-L, M-R, and S-Z). Councils on Aging should follow the instructions on the website to locate and return their signed contract.

  When completed, please submit your **signed** and **hand-dated** contract to:

  Executive Office of Elder Affairs
  1 Ashburton Place, Rm 517
  Boston, MA 02108
  ATTN: FY22 Formula Grant Contract

- Starting with Fiscal Year 2022, EOEA established the formula grant contracts as rate contracts. A rate contract distributes funding according to a standard payment rate (i.e. $12/older adult, with a $6,000 minimum contract amount). Here is some important background about how rate contracts work:

  - Rate contracts cite the source where the payment rate is established (in this case, the state budget), rather than listing an annual contract dollar amount for each vendor. **This is why there is no total dollar amount on the Fiscal Year 2022 Standard Contract Form. Do not write in the amount on the contract.**

  - Rate contracts can be established for multiple years. Since the COA Formula Grant is a longstanding line item in the budget, EOEA established this contract for a 10-year period. **This is why the contract end date on the contract is listed as June 30, 2032. Do not edit this section of the contract.**

- These changes are going to simplify the process for future fiscal years. Starting next year, Councils on Aging can expect the following process:

  - EOEA will post a memorandum on our website announcing the Council on Aging Formula Grant awards. An email will go out to the COA contact person of record to let you know the announcement is posted, which initiates the award process. Award amounts will be calculated using the payment rate established in that year's state budget, and will serve as the official notification of how much each Council on Aging will receive.

  - From Fiscal Year 2023 until Fiscal Year 2032, COAs will not need to sign a Standard Contract form each year to receive the funding. EOEA will simply make a payment to each Council on Aging for the appropriate award amount.

  - While Councils on Aging will not need to submit a Standard Contract Form, **it is important that each city and town continues to utilize the funding consistent with the purpose of the line item in the budget and follow all relevant finance requirements. It is also important for Councils on Aging to maintain their official contact, location, and**

Attachment: FY24 Elders COA Grant (7617 : FY24 Council on Aging Grant - No Match Required $352,920.00)

City Council

SCHEDULED

Meeting: 09/18/23 07:00 PM
Initiator: Gianna Berardi
Sponsors: Mayor Domenic J. Sarno
DOC ID: 7619

FY24 Springfield Library Foundation - Salary Offset for All Branches - No Match Required - $145,000.00 (Mayor Sarno)

WHEREAS, the Library Department ("Department") has been awarded a FY24 Salary Offset Grant for all branches of $145,000.00 from the Springfield Library Foundation; and

WHEREAS, the income represents the annual payment to be delivered quarterly to the Library for FY24; and

WHEREAS, the Department intends to use the trust funds to offset Library Branches Salaries; and

WHEREAS, the Department has accepted the trust funds and requests authorization from the City Council and the Mayor to expend the trust funds listed below for the purposes stated above; 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 endowment 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 endowment funds listed below for the purposes of such endowment, subject to the approval of the Mayor, and the endowment funds received shall be deposited with the City Treasurer and held as a separate account and may be expended for the purposes of the endowment without further appropriation:

FY24 Springfield Library Foundation - Salary Offset for All Branches - No Match Required- $145,000.00

Springfield Library Foundation

July 31, 2023

T. J. Plante, CAFO
City of Springfield
36 Court Street
Springfield, MA 01103

Dear Mr. Plante,

The Board of Directors of the Springfield Library Foundation is pleased to inform you that they intend to provide a grant of $145,000.00 from the Library Foundation's Endowment and other Funds in support of the FY2024 personnel and operating expenses for all library branches.

As much as is possible, we would like these funds to be identified as supporting Sunday hours at the Central Library, and for technology purchases as well as the overall personnel budget.

It is the Foundations intention to render to the City of Springfield quarterly payments on or around the 31st of July and October 2023, and the 30th of January and April 2024, each in the amount of $36,250.00.

Sincerely,

Matthew Blumenfeld
Executive Director

cc: Molly Fogarty, Lyndsay Hackett, Patrick Markey, Stephen Cary, Hector Toledo, David Maynard

Attachment: FY24 Springfield Library Foundation Salary Offsets (7619 : FY24 Springfield Library Foundation - Salary Offset for Branches - No

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	8/4/2023
Department Requesting Grant Setup	Library
Department Phone # (Please include extension)	263-6828 x290
Name and Title of Person to Contact in Case of Questions	Aieshya Jackson, Bus Mgr

Was this Grant previously setup for a prior fiscal year? Yes
If yes, please indicate your previous project number: Fund # SLF23

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 Springfield Library Foundation

Grant Name: Trusts & Endowments

Total Grant Amount Awarded: $145000.00

Attachment: FY24 Springfield Library Foundation Salary Offsets (7619 : FY24 Springfield Library Foundation - Salary Offset for Branches - No

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 7/30/23
Board Approval Date
Start Date n/a
Expiration Date n/a
Renewal Action Date (optional)
If there are any Matching Funds:

- Type
- Percent
- Amount

Comments re: Description/Purpose of Grant
salaries, OT offset, operating exp

Comments re: Conditions/Restrictions of Grant

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

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

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

Attachment: FY24 Springfield Library Foundation Salary Offsets (7619 : FY24 Springfield Library Foundation - Salary Offset for Branches - No

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

Org Code: 2917610

Object Codes: 501000, 506000, 530105

Budget Roll-Up Codes: Yes

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

Molly Fogarty
Signature

8/4/2023
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: FY24 Springfield Library Foundation Salary Offsets (7619 : FY24 Springfield Library Foundation - Salary Offset for Branches - No

Council Date:

Grant Name: Springfield Library Foundation – Salary Offset for all Branches

Accepting Department: Springfield City Library

Awarding Entity: Springfield Library Foundation

Amount: $145,000.00

Match:

Talking points for program grants:

Springfield Library Foundation annual support for operating expenses for Sunday hours at Central, Overtime, and overall Personnel budget.

What are to goals and deliverables of the program? – To offset salaries for all branches.

- **Grant period: When does the grant start and end?** – July 30, 2023- no end date
- **When will the program start?** July 30, 2023
- **Does the program support and current employee salaries and/or benefits? Which employees will it support? –**It offsets salaries for branch libraries.
- **Does the program support the hiring of new employees? Does it support their benefits? What will be the position titles of these new employees?** N/A
- **Does the program support the hiring of temp employees? How many and it what roles?** – N/A
- **Where will the program take place (i.e. single location or city-wide)?** –All branches. City-wide
- **Was the application for this grant competitive? If it is for a single location (e.g. one school or one library), why was that location chosen**? – It is not competitive.
- **Please note if the awarding agency is a pass through (e.g. it is federal funding being awarded by a private entity). If a certain type of funding, such as "Title III" is mentioned in the award, provide a brief description of it if possible.** – N/A
- **If there is a match what is the funding source?**

Attachment: FY24 Springfield Library Foundation Salary Offsets (7619 : FY24 Springfield Library Foundation - Salary Offset for Branches - No

Springfield Library Foundation

July 31, 2023

T. J. Plante, CAFO
City of Springfield
36 Court Street
Springfield, MA 01103

Dear Mr. Plante,

The Board of Directors of the Springfield Library Foundation is pleased to inform you that they intend to provide a grant of $145,000.00 from the Library Foundation's Endowment and other Funds in support of the FY2024 personnel and operating expenses for all library branches.

As much as is possible, we would like these funds to be identified as supporting Sunday hours at the Central Library, and for technology purchases as well as the overall personnel budget.

It is the Foundations intention to render to the City of Springfield quarterly payments on or around the 31st of July and October 2023, and the 30th of January and April 2024, each in the amount of $36,250.00.

Sincerely,

Matthew Blumenfeld
Executive Director

cc: M

Spring

SPRINGFIELD LIBRARY FOUNDATION INC
220 STATE STREET
SPRINGFIELD, MA 01103-1733

285
62-15/311
150

July 20, 2023
Date

Pay to the Order of City of Springfield $36,250.00

thirty six thousand two hundred fifty and no/100 Dollars

Photo Safe Deposit® Details on back

charles SCHWAB

The Bank of New York Mellon
1 Wall Street
New York, NY 10286

Schwab One®

For 1st Qtr FY2024 Per&Op Exp.

[redacted]

Attachment: FY24 Springfield Library Foundation Salary Offsets Check_Redacted (7619 : FY24 Springfield Library Foundation - Salary Offset for

City Council

SCHEDULED

Meeting: 09/18/23 07:00 PM
Initiator: Erin Hand
Sponsors: Mayor Domenic J. Sarno
DOC ID: 7625

State 911 Support & Incentive Grant Increase - No Match - $125,000.00 (Mayor Sarno)

WHEREAS, the Springfield Emergency Communications (Dispatch) Department ("Department") has been awarded an increase of $125,000.00 to the "FY24 State 911 Department Support & Incentive Grant" from the Massachusetts Executive Office of Safety and Security, bringing the total grant award to $1,117,816.00; and

WHEREAS, the grant is awarded to the Department annually and is intended to support the City's emergency communications center; and

WHEREAS, the Department intends to use the grant funds to pay for dispatcher salaries and overtime expenses; and

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

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

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

State 911 Support & Incentive Grant Increase - $125,000.00

REQUEST FOR GRANT SETUP

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

All fields are mandatory.

Date of Request	07/25/2023
Department Requesting Grant Setup	SEC (Dispatch)
Department Phone # (Please include extension)	(413)787-6409
Name and Title of Person to Contact in Case of Questions	David A. Wells
Was this Grant previously setup for a prior fiscal year? If yes, please indicate your previous project number:	89523

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

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

Grant Name: FY24 State 911 Support and Incentive Grant

Total Grant Amount Awarded: $1,117,816.00

Attachment: FY24 SI Grant Set-Up Increase (7625 : State 911 Support & Incentive Grant Increase - No Match - $125,000.00)

Is this a Reimbursable Grant? (Y/N) Y
A Reimbursable Grant is defined as one that requires that you pay for expenses first and then you apply to the grantor for a reimbursement of the exact amount actually expended.

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

Entity Name	State 911 Department
Contact Person	Cindy Reynolds
Street Address	151 Campanelli Dr, Suite A
City, State, Zip Code	Middleborough, MA 02346
Telephone	508-821-7299
Fax	508-828-2585
E-Mail	911deptgrants@state.ma.us

Actual Award Date
Board Approval Date
Start Date
Expiration Date 6/30/24
Renewal Action Date (optional) N/A
If there are any Matching Funds:
Type
Percent
Amount

Comments re: Description/Purpose of Grant
Costs supporting the function of the 911 service in the City

Comments re: Conditions/Restrictions of Grant
Increase of $125,000 to an already existing grant (approved 7/7/23)

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

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

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

Attachment: FY24 SI Grant Set-Up Increase (7625 : State 911 Support & Incentive Grant Increase - No Match - $125,000.00)

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

Org Code: 28952500

Object Codes: 501000 ($779,281)
506000 ($320,000)
508000 ($3,535)
505000 ($15,000)

Budget Roll-Up Codes: **ALL**

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

25 July 2023
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: FY24 SI Grant Set-Up Increase (7625 : State 911 Support & Incentive Grant Increase - No Match - $125,000.00)

The Commonwealth of Massachusetts
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY
STATE 911 DEPARTMENT
151 Campanelli Drive, Suite A ~ Middleborough, MA 02346
Tel: 508-828-2911 ~ TTY: 508-947-1455
www.mass.gov/e911

MAURA T. HEALEY
Governor

KIMBERLEY DRISCOLL
Lieutenant Governor

TERRENCE M. REIDY
Secretary

FRANK POZNIAK
Executive Director

July 19, 2023

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

Dear Mayor Sarno:

The Commonwealth of Massachusetts, State 911 Department would like to thank you for participating in the **FY 2024 State 911 Department Support and Incentive Grant** program.

For your files, attached please find a copy of the executed contract and the final approved Appendix A: Personnel Costs form for your grant. Please note your contract start date is **July 19, 2023** and will run through June 30, 2024. Please keep in mind that there shall be no reimbursement for costs incurred prior to the effective date of the contract and all goods and services MUST be received on or before June 30, 2024.

Reimbursement requests should be submitted to the Department within **thirty (30) days** of the date on which the cost is incurred. We have made the request for payment forms available on our website www.mass.gov/E911. For any questions related to this process, please contact Angela Pilling at 508-821-7305. Please note that funding of reimbursement requests received more than one (1) month after the close of the fiscal year under which costs were incurred cannot be guaranteed.

If, in the future, you would like to make any changes to the authorized signatory, the contract manager, and/or the budget worksheet, please e-mail those proposed changes to 911DeptGrants@mass.gov. Grantees are strongly encouraged to submit final, year-end budget modification requests on or before March 31, 2024.

Sincerely,

Frank P. Pozniak
Executive Director

cc: FY 2024 Support and Incentive Grant File

Attachment: FY24 S&I - SPRINGFIELD (7625 : State 911 Support & Incentive Grant Increase - No Match - $125,000.00)

FY 2024 SUPPORT AND INCENTIVE GRANT
COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

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

CONTRACTOR LEGAL NAME: City of Springfield **(and d/b/a):** Springfield Emergency Communications	**COMMONWEALTH DEPARTMENT NAME:** State 911 Department **MMARS Department Code:** EPS
Legal Address: (W-9, W-4): 36 Court St, Springfield MA 01103	**Business Mailing Address:** 151 Campanelli Drive, Suite A, Middleborough, MA 02346
Contract Manager: David A. Wells **Phone:** 413 787 6409	**Billing Address (if different):**
E-Mail: dwells@springfieldcityhall.com **Fax:** 413 886 5467	**Contract Manager:** Cindy Reynolds **Phone:** 508-821-7299
Contractor Vendor Code: VC 6000192140	**E-Mail:** 911DeptGrants@mass.gov **Fax:** 508-947-1452
Vendor Code Address ID (e.g. "AD001"): AD 001. **(Note: The Address ID must be set up for EFT payments.)**	**MMARS Doc ID(s):** CT EPS SUPG **RFR/Procurement or Other ID Number:** FY24 SUPG

X NEW CONTRACT

PROCUREMENT OR EXCEPTION TYPE: (Check one option only)

- __ **Statewide Contract** (OSD or an OSD-designated Department)
- __ **Collective Purchase** (Attach OSD approval, scope, budget)
- X **Department Procurement** (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation)
- __ **Emergency Contract** (Attach justification for emergency, scope, budget)
- __ **Contract Employee** (Attach Employment Status Form, scope, budget)
- __ **Other Procurement Exception** (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)

CONTRACT AMENDMENT

Enter Current Contract End Date *Prior* to Amendment: _____, 20___.

Enter Amendment Amount: $_____. (or "no change")

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

- __ **Amendment to Date, Scope or Budget** (Attach updated scope and budget)
- __ **Interim Contract** (Attach justification for Interim Contract and updated scope/budget)
- __ **Contract Employee** (Attach any updates to scope or budget)
- __ **Other Procurement Exception** (Attach authorizing language/justification and updated scope and budget)

The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): X Commonwealth Terms and Conditions __ Commonwealth Terms and Conditions For Human and Social Services __ Commonwealth IT Terms and Conditions

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.

- __ **Rate Contract.** (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)
- X **Maximum Obligation Contract.** Enter total maximum obligation for total duration of this contract (or *new* total if Contract is being amended). $ 1,117,816.00

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

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) **Contract is for the reimbursement of funds under the State 911 Department FY 2024 Public Safety Answering Point and Regional Emergency Communication Center Support and Incentive Grant as authorized and awarded in compliance with the grant guidelines and the grantee's approved application.**

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

- X 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 June 30, 2024, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the **"Effective Date"** of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:

X: _____. Date: 5/9/23

(Signature and Date Must Be Captured at Time of Signature)

Print Name: DOMENIC J. SARNO

Print Title: MAYOR

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:

X: _____. Date: 7/19/23

(Signature and Date Must Be Captured at Time of Signature)

Print Name: Frank Pozniak

Print Title: Executive Director

(Updated 7/22/2021)

Attachment: FY24 S&I - SPRINGFIELD (7625 : State 911 Support & Incentive Grant Increase - No Match - $125,000.00)

FY 2024

Springfield

All Cert's ✓ @ VZ

Last Name	First Name	Hourly rate	OT rate
AKERS	JORDAN	$ 23.19	$ 34.78
ANDERSON	JOSEPH	$ 31.21	N/A
BOBIANSKI	BRADY	$ 25.39	$ 38.09
BOUFFARD	MATTHEW	$ 23.19	$ 34.78
CAULTON	TANICE	$ 23.19	$ 34.78
CORREA	SHAYNA	$ 23.19	$ 34.78
COSTA	JOSEPH	$ 23.19	$ 34.78
CRUZ	GENESIS	$ 23.19	$ 34.78
CRUZ	GENSIS C.	$ 23.19	$ 34.78
DAVIS	JULIE	$ 23.19	$ 34.78
DEFOREST	JOHN	$ 23.19	$ 34.78
DIRIENZO	ALLISON	$ 23.19	$ 34.78
DOUGLAS	TAFARI	$ 25.39	$ 38.09
DUMAS	DEVIN	$ 27.14	N/A
DYER	NATASHA	$ 23.19	$ 34.78
ELLIS	KATHRYN	$ 23.19	$ 34.78
FISH	DANIEL	$ 23.19	$ 34.78
GALLACHER	NIKOLAS	$ 23.19	$ 34.78
GIRARD	ZACHARY	$ 25.39	$ 38.09
HOWLAND	KATHERINE	$ 23.19	$ 34.78
JOFFE	BETH	$ 25.39	$ 38.09
KAERCHER	CHARLES	$ 23.19	$ 34.78
KYLES	TAMMY	$ 23.19	$ 34.78
LAFLAMME	BROOKE	$ 23.19	$ 34.78
LAVALLEE	JANET	$ 25.39	$ 38.09
LEE	REBECCA	$ 23.19	$ 34.78
LOPEZ	NEVA	$ 23.19	$ 34.78
MADISON-WILSON	JILLIAN	$ 25.39	$ 38.09
MALONE	OLIVIA	$ 23.19	$ 34.78
MANZI	MICHELLE	$ 23.19	$ 34.78
MARTINEZ	ADRIANNA	$ 23.19	$ 34.78
MARTINEZ	MAURICIO	$ 23.19	$ 34.78
MASON	MICHAEL	$ 25.39	$ 38.09
MASON	THOMAS	$ 23.19	$ 34.78
MELENDEZ	ISABEL	$ 23.19	$ 34.78
MILANO	ROBIN	$ 23.19	$ 34.78
MILLER	THERESA "CHRIS"	$ 23.19	$ 34.78
MITCHELL	JERIS	$ 28.62	N/A
MYERS	TERESA	$ 23.19	$ 34.78
NIEVES	MICHAEL	$ 23.19	$ 34.78
OCASIO	REBECCA	$ 41.75	N/A
ORBE	REYMUNDO	$ 23.19	$ 34.78
PENDLETON	MARIAH	$ 28.62	N/A
PRESTON	LAURIE	$ 25.39	$ 38.09
REYES	NORMA	$ 23.19	$ 34.78
RYAN	MIKAYLA	$ 23.19	$ 34.78
SANBORN	JULIE	$ 23.19	$ 34.78
SANTIAGO	WILLIAM	$ 31.21	N/A
SPENCER	SAMUEL	$ 23.19	$ 34.78
TAYLOR-EVANS	TEQUILA	$ 23.19	$ 34.78
TORRES	WILLIAM	$ 25.39	$ 38.09
TRANGHESE	MICHAEL	$ 34.20	N/A
VEGA	WILLIAM	$ 28.62	N/A
WILSON	ALFREDO	$ 28.62	N/A

Attachment: FY24 S&I - SPRINGFIELD (7625 : State 911 Support & Incentive Grant Increase - No Match - $125,000.00)

FY 2024 SUPPORT AND INCENTIVE GRANT

RECEIVED
MAY 24 2023
State 911 Department
Middleborough, MA

Type of PSAP: (please check one)
☒ *Primary* ☐ *Regional* ☐ *Regional Secondary*
☐ *Regional Emergency Communication Center*

Name of Eligible Entity (PSAP/RECC)	**SPRINGFIELD EMERGENCY COMMUNICATIONS**
Address	1535 ROOSEVELT AVENUE
City/Town/Zip	SPRINGFIELD, MA 01109
Telephone Number	413 737 6307
Fax Number	413 886 5467
Website	HTTPS://WWW.SPRINGFIELD-MA.GOV
Name & Title of Authorized Signatory	DOMENIC J. SARNO, MAYOR
Telephone Number	413 787 6100
Email Address	TASHE@SPRINGFIELDCITYHALL.COM
Name & Title of Grant Contract Manager	DEPUTY CHIEF DAVID A. WELLS
Telephone Number	413 787 6409
Email Address	DWELLS@SPRINGFIELDCITYHALL.COM

Total Grant Program funds requested: **$1,117,816.00**

REQUIRED - Check boxes below if:

☒ **Applicant has a Continuity Of Operations Plan (COOP)**

☒ **Applicant acknowledges its alternate PSAP**

Goal and Desired Outcome

Through its submission of this application to the State 911 Department, the applying governmental entity affirms that the primary goal of the State 911 Department PSAP and RECC Support and Incentive Grant Program is to assist PSAPs and RECCs in providing enhanced 911 service and to foster the development of regional PSAPs, regional secondary PSAPs and RECCs.

Sign below to acknowledge having read and agreed to the grant conditions and reporting requirements listed in the grant guidelines.

Signed under the penalties of perjury this 9th ***day of*** May, ***2023***.

Domenic J Sarno

ORIGINAL SIGNATURE OF AUTHORIZING SIGNATORY

Attachment: FY24 S&I - SPRINGFIELD (7625 : State 911 Support & Incentive Grant Increase - No Match - $125,000.00)

FY 2024 SUPPORT AND INCENTIVE GRANT

BUDGET SUMMARY

Primary PSAP, Regional PSAP, Regional Secondary PSAP, & RECCs	
CATEGORY	**AMOUNT**
A. Enhanced 911 Telecommunicator Personnel Costs	$ 992,816.00
B. Heat, Ventilation, Air Conditioning, and Other Environmental Control Equipment	
C. Computer-Aided Dispatch Systems	
D. Radio Console	
E. Console Furniture and Dispatcher Chairs	
F. Fire Alarm Receiving and Alerting Equipment Associated with Providing Enhanced 911 Service	
G. Other Equipment	
REGIONAL PSAPs and RECCs ONLY **H.** Public Safety Radio Systems	
REGIONAL SECONDARY PSAP ONLY **I.** PSAP Customer Premises Equipment Maintenance	
TOTAL ALLOCATION	**$ 992,816.00**

REVIEW APPENDIX B FOR ELIGIBILITY AND AMOUNT **Mobile Behavioral Health Crisis Response Services**	$ 125,000.00

GRAND TOTAL*	**$ 1,117,816.00**

***Grand Total = Total allocation amount and, if requesting, Mobile Behavioral Health Crisis Response Services**

Attachment: FY24 S&I - SPRINGFIELD (7625 : State 911 Support & Incentive Grant Increase - No Match - $125,000.00)

FY 2024 SUPPORT AND INCENTIVE GRANT

DETAIL NARRATIVE

Please make sure that every item listed in the above Budget Summary is listed in below narrative with a detailed description including category of item, price per unit, quantity, brand, model, and any other pertinent and available information. Please include any and all quotes to support the budget narrative. For personnel costs, please complete the Appendix A – Personnel Costs Form. Please use additional pages if needed.

A. Enhanced 911 Telecommunicator Personnel Costs – to defray the costs of salary for enhanced 911 telecommunicator personnel, including enhanced 911 telecommunicators who are emergency communications dispatchers or supervisors. In order to be eligible for such funding, a grantee shall show that the personnel costs to be reimbursed: (1) cover only personnel who are trained and certified as an enhanced 911 telecommunicator in accordance with the requirements of the State 911 Department, or are in the process of obtaining such certification, in accordance with the requirements of the State 911 Department; and (2) except as otherwise approved by the State 911 Department, are solely for hours in which such personnel are working in the capacity of an enhanced 911 telecommunicator as their primary job function; and (3) except as otherwise approved by the State 911 Department, are solely for hours in which such personnel are conducting quality control/quality assurance of 911 calls. Reimbursement may be allowed for straight time costs for on the job training for new telecommunicators who are in the process of obtaining certification as an enhanced 911 telecommunicator, in accordance with the requirements of the State 911 Department. Reimbursement for personnel costs related to training may be allowed only for training courses that have been approved by the State 911 Department under the Fiscal Year 2024 State 911 Department Training Grant, or with the prior written approval of the State 911 Department. Reimbursement for personnel costs for individuals who have other primary job duties not directly related to enhanced 911 service, such as firefighters or police officers who may occasionally be assigned PSAP enhanced 911 telecommunicator duty, may be allowed only for the documented hours in which the employee is acting primarily in the capacity of an enhanced 911 telecommunicator. For example, if a police officer or firefighter is assigned to work as an enhanced 911 telecommunicator 1 day a week, funding from these grants may only be used to cover the portion of such firefighter or police officer's salary for the 1 day a week that he or she is assigned to enhanced 911 telecommunicator duty. Funding awarded through these grants shall be assigned to specific identified personnel, and the funding shall be applied to the personnel costs associated with such specific identified personnel.

All wage reimbursements authorized under this Program shall be allocated by the grantee in adherence with applicable collective bargaining agreements. However, the State 911 Department is not bound by or required to adhere to grantee collective bargaining agreements when determining allocations or reimbursements.

☒ Attach Appendix A – Personnel Costs Form

Total Category A $992,816.00

B. Heat, Ventilation, Air Conditioning and Other Environmental Control Equipment – to defray costs associated with the acquisition and maintenance of heat, ventilation and air-conditioning equipment and other environmental control equipment. Such funds may only be used to purchase, install, replace, maintain, operate, and/or upgrade such equipment used in the physical space used for the provision of enhanced 911 service.

B. Heat, Ventilation, Air Conditioning and Other Environmental Control Equipment

Description:

Vendor:

☐ Attach Quote and mark with letter B

Total Category B $

Attachment: FY24 S&I - SPRINGFIELD (7625 : State 911 Support & Incentive Grant Increase - No Match - $125,000.00)

NORTH ANDOVER POLICE DEPARTMENT	YES	NO
NORTH ATTLEBOROUGH POLICE DEPARTMENT	YES	YES
NORTH READING POLICE DEPARTMENT	YES	YES
NORTH SHORE REGIONAL 911 CENTER	PRELIM	PRELIM
NORTHAMPTON POLICE DEPARTMENT	YES	YES
NORTHAMPTON STATE POLICE	PRELIM	PRELIM
NORTHBOROUGH POLICE DEPARTMENT	YES	YES
NORTHBRIDGE POLICE DEPARTMENT	YES	YES
NORTHERN MIDDLESEX REGIONAL EMERGENCY COMMUNICATIONS CENTER	PRELIM	YES
NORWOOD POLICE DEPARTMENT	YES	YES
OXFORD POLICE DEPARTMENT	YES	YES
PALMER POLICE DEPARTMENT	YES	YES
PATRIOT REGIONAL EMERGENCY COMMUNICATIONS CENTER	YES	YES
PEABODY POLICE DEPARTMENT	NO	YES
PEMBROKE POLICE DEPARTMENT	YES	YES
PITTSFIELD POLICE DEPARTMENT	YES	YES
PLYMOUTH POLICE DEPARTMENT	YES	YES
PROVINCETOWN POLICE DEPARTMENT	YES	YES
QUINCY POLICE DEPARTMENT	YES	YES
RANDOLPH POLICE DEPARTMENT	YES	YES
RAYNHAM POLICE DEPARTMENT	YES	YES
READING POLICE DEPARTMENT	YES	YES
REGIONAL OLD COLONY COMMUNICATIONS CENTER	PRELIM	PRELIM
REHOBOTH POLICE DEPARTMENT	YES	YES
ROCKPORT POLICE DEPARTMENT	YES	YES
ROWLEY POLICE DEPARTMENT	YES	YES
RUTLAND REGIONAL EMERGENCY COMMUNICATION CENTER	PRELIM	YES
SALEM POLICE DEPARTMENT	YES	YES
SALISBURY POLICE DEPARTMENT	YES	YES
SANDWICH POLICE DEPARTMENT	YES	YES
SAUGUS POLICE DEPARTMENT	YES	YES
SCITUATE POLICE DEPARTMENT	YES	YES
SEEKONK POLICE DEPARTMENT	YES	YES
SHARON POLICE DEPARTMENT	YES	YES
SHELBURNE FALLS STATE POLICE	PRELIM	PRELIM
SHREWSBURY POLICE DEPARTMENT	YES	YES
SOMERSET POLICE DEPARTMENT	YES	YES
SOMERVILLE POLICE DEPARTMENT	YES	YES
SOUTH HADLEY POLICE DEPARTMENT	YES	YES
SOUTH SHORE REGIONAL EMERGENCY COMMUNICATIONS CENTER	PRELIM	YES
SOUTH WORCESTER COUNTY COMMUNICATIONS CENTER	YES	PRELIM
SOUTHAMPTON POLICE DEPARTMENT	NO	YES
SOUTHBOROUGH POLICE DEPARTMENT	YES	YES
SOUTHBRIDGE POLICE DEPARTMENT	YES	YES
SOUTHEASTERN MASSACHUSETTS REGIONAL EMERGENCY COMMUNICATIONS CENTER	YES	YES
SPENCER POLICE DEPARTMENT	YES	YES
SPRINGFIELD POLICE DEPARTMENT	YES	YES
STERLING COMMUNICATIONS	YES	YES
STONEHAM POLICE DEPARTMENT	YES	YES
STOUGHTON POLICE DEPARTMENT	YES	YES
STOW POLICE DEPARTMENT	YES	YES
STURBRIDGE POLICE DEPARTMENT	YES	YES
SUDBURY POLICE DEPARTMENT	YES	YES
SUTTON POLICE DEPARTMENT	YES	YES
SWANSEA POLICE DEPARTMENT	YES	YES
TAUNTON FIRE DEPARTMENT	YES	YES
TEMPLETON POLICE DEPARTMENT	YES	YES
TRURO POLICE DEPARTMENT	YES	YES
TYNGSBOROUGH POLICE DEPARTMENT	YES	YES
UPTON POLICE DEPARTMENT	PRELIM	YES
UXBRIDGE POLICE DEPARTMENT	YES	YES
WACHUSETT REGIONAL EMERGENCY COMMUNICATIONS CENTER	YES	PRELIM
WAKEFIELD POLICE DEPARTMENT	YES	YES
WALPOLE POLICE DEPARTMENT	YES	YES
WALTHAM COMMUNICATIONS	YES	NO
WAREHAM POLICE DEPARTMENT	YES	YES

Attachment: FY24 S&I - SPRINGFIELD (7625 : State 911 Support & Incentive Grant Increase - No Match - $125,000.00)

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Contractor Legal Name:
Contractor Vendor/Customer Code: VC

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

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

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

AUTHORIZED SIGNATORY NAME	TITLE
DAVID A. WELLS	DEPUTY FIRE CHIEF
JOANNE RALEIGH	DEPUTY COMPTROLLER
KATHLEEN T. BRECK	DEPUTY CITY SOLICITOR
DOMENIC J. SARNO	MAYOR
~~REBECCA OCASIO~~	~~DEPUTY DIRECTOR OF DISPATCH~~ (Not required to sign)

collectively

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

Kathleen T Breck
Signature

Date: 5/8/23

Name & Title: KATHLEEN T. BRECK, DEPUTY CITY SOLICITOR

Telephone: 413 787 6179

Fax: 413 787 6173

Email: _____

[Listing cannot be accepted without all of this information completed]
A copy of this listing must be attached to the "record copy" of a contract filed with the department.

Attachment: FY24 S&I - SPRINGFIELD (7625 : State 911 Support & Incentive Grant Increase - No Match - $125,000.00)

FY 2024

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Contractor Legal Name:
Contractor Vendor/Customer Code: VC

PROOF OF AUTHENTICATION OF SIGNATURE

This page is optional and is available for a department to authenticate contract signatures. It is recommended that Departments obtain authentication of signature for the signatory who submits the Contractor Authorized Listing.

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

Signatory's full legal name (**print or type**): Kathleen T. Breck

Title: Deputy City Solicitor

X Kathleen T Breck

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

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

On this 8th day of May, 2023 before me, the undersigned notary public, personally appeared Kathleen T. Breck (name of document signer), proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed above and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose as an authorized signatory for the Contractor.

Heather A. Duffy
Notary Public Signature

My MA Commission expires on: 12/27/2024

AFFIX NOTARY SEAL

On this _____ day of _____, 20____ before me, the undersigned corporate clerk, personally appeared _____ (name of document signer), proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed above and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose as an authorized signatory for the Contractor.

_____
Corporate Clerk Signature

AFFIX CORPORATE SEAL

Attachment: FY24 S&I - SPRINGFIELD (7625 : State 911 Support & Incentive Grant Increase - No Match - $125,000.00)

FY 2024

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Contractor Legal Name:
Contractor Vendor/Customer Code: VC

PROOF OF AUTHENTICATION OF SIGNATURE

This page is optional and is available for a department to authenticate contract signatures. It is recommended that Departments obtain authentication of signature for the signatory who submits the Contractor Authorized Listing.

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

Signatory's full legal name (**print or type**): DAVID A. WELLS

Title: Deputy Chief

X _____

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

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

On this 3rd day of May, 20 23 before me, the undersigned notary public, personally appeared David Wells (name of document signer), proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed above and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose as an authorized signatory for the Contractor.

_____
Notary Public Signature

My MA Commission expires on: 5/11/25

AFFIX NOTARY SEAL

On this _____ day of _____, 20____ before me, the undersigned corporate clerk, personally appeared _____ (name of document signer), proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed above and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose as an authorized signatory for the Contractor.

_____
Corporate Clerk Signature

AFFIX CORPORATE SEAL

Attachment: FY24 S&I - SPRINGFIELD (7625 : State 911 Support & Incentive Grant Increase - No Match - $125,000.00)

FY 2024

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Contractor Legal Name:
Contractor Vendor/Customer Code: VC

PROOF OF AUTHENTICATION OF SIGNATURE

This page is optional and is available for a department to authenticate contract signatures. It is recommended that Departments obtain authentication of signature for the signatory who submits the Contractor Authorized Listing.

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

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

Title: Deputy Comptroller

X _____

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

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

On this 3rd day of May, 2023 before me, the undersigned notary public, personally appeared Joanne Raleigh (name of document signer), proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed above and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose as an authorized signatory for the Contractor.

_____
Notary Public Signature

My MA Commission expires on: 5/11/29

AFFIX NOTARY SEAL

On this _____ day of _____, 20____ before me, the undersigned corporate clerk, personally appeared _____ (name of document signer), proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed above and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose as an authorized signatory for the Contractor.

_____
Corporate Clerk Signature

AFFIX CORPORATE SEAL

Attachment: FY24 S&I - SPRINGFIELD (7625 : State 911 Support & Incentive Grant Increase - No Match - $125,000.00)

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Contractor Legal Name:
Contractor Vendor/Customer Code: VC

PROOF OF AUTHENTICATION OF SIGNATURE

This page is optional and is available for a department to authenticate contract signatures. It is recommended that Departments obtain authentication of signature for the signatory who submits the Contractor Authorized Listing.

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

Signatory's full legal name (**print or type**): DOMENIC J. SARNO

Title: MAYOR

X Domenic J Sarno

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

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

On this 9th day of May, 2023 before me, the undersigned notary public, personally appeared Domenic J Sarno (name of document signer), proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed above and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose as an authorized signatory for the Contractor.

Heather A. Duffy
Notary Public Signature

My MA Commission expires on: 12/27/2024

AFFIX NOTARY SEAL

On this _____ day of _____, 20____ before me, the undersigned corporate clerk, personally appeared _____ (name of document signer), proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed above and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose as an authorized signatory for the Contractor.

_____
Corporate Clerk Signature

AFFIX CORPORATE SEAL

Attachment: FY24 S&I - SPRINGFIELD (7625 : State 911 Support & Incentive Grant Increase - No Match - $125,000.00)

FY 2024 SUPPORT AND INCENTIVE GRANT

Appendix B: Mobile Behavioral Health Crisis Response Services

In addition to the allocation amount noted in the Appendix A of the grant guidelines, PSAPs, Regional Secondary PSAPs, Regional PSAPs, and Regional Emergency Communications Centers that **dispatch** mobile behavioral health crisis response services shall receive additional support grant funding to be used for allowable expenses as follows:

2022 911 Call Volume	Funding Amount
0 - 2,999	$15,000
3,000 – 3,999	$20,000
4,000 – 4,999	$25,000
5,000 – 9,999	$35,000
10,000 – 19,999	$45,000
20,000 – 39,999	$60,000
40,000 – 59,999	$80,000
60,000 – 99,999	$100,000
100,000 or more	$125,000

The calendar year 2022 call volume is available on our website at www.mass.gov/e911.

PSAPs requesting funding shall include with their application supporting documentation detailing the mobile behavioral health crisis response service currently being dispatched. Supporting documentation shall be your department/ agency policy, contract/ agreement with a third party or, if employed by your city/town/agency, the names and titles of the dispatched responders. Please provide the following information:

1. How are you currently providing the mobile behavioral health crisis response service?

   3 full time and 1 per diem BHN clinician, call sign BH1, BH2, BH3 and BH4, sign on the radio and are dispatched by Springfield Emergency Communications to calls involving behavioral health emergencies.

2. Who is providing the mobile behavioral health crisis response service?

   BHN provide clinicians that carry police radios and, when dispatched by Springfield Emergency Communications, respond along side Springfield Police Department to assess the person(s) in need. Policy is attached.

3. In the section below, enter the amount(s) in the funding category(ies) **[A – G]** where the additional mobile behavioral health crisis response service funds are to be added. **Please note this is where you identify the additional funding, DO NOT add these funds to the funding category(ies) in the budget narrative.**

Funding Category	Amount
A: Personnel Costs	$ 125,000.00
B: Heat, Ventilation, Air Conditioning	
C: Computer-aided Dispatch Systems	
D: Radio Consoles	
E: Console Furniture & Dispatch Chairs	
F: Fire Alarm Receiving & Alerting	
G: Other Equipment	
TOTAL	**$ 125,000.00**

If requesting funds in Category B – G, you must provide the vendor quote(s) AND the detailed description including price per unit, quantity, brand, model, and the use and location of the requested item(s) below.

Description:

Attachment: FY24 S&I - SPRINGFIELD (7625 : State 911 Support & Incentive Grant Increase - No Match - $125,000.00)

SPRINGFIELD FIRE DEPARTMENT

OFFICE OF EMERGENCY COMMUNICATIONS

1535 Roosevelt Avenue, Springfield, MA 01109
Telephone (413) 787-6400

POLICIES AND PROCEDURES

Subject:	Behavioral Health Clinician Co-Response	**Number:**	301.14
Related Policy:	SPD Jail/Arrest Diversion program	**Date:**	03/24/2023
		Supersedes:	
Page 1 of 1		**Approved:**	

PREAMBLE:

The City of Springfield has subcontracted clinical co-response staff and a clinical supervisor to co-respond with Springfield Police to behavioral health emergencies. Co-response is an integrated and extended approach of Springfield's response to crisis calls and follow-ups. As appropriate, the clinicians will provide clinical service and support personnel to accompany Springfield Police in response to people in crisis or post-crisis situations, and provide initial triage assessments for persons in crisis during deployments.

PURPOSE:

To establish a policy on the dispatch of the mental health clinicians as co-responders to behavioral health (PSYC) Calls for Service.

PROCEDURES:

Co-Response clinicians have Springfield Police Department issued radios, and shall sign on with Springfield Emergency Communications (SEC) at the beginning of their shift using their designated call signs (BH-1, BH-2, BH-3 etc.).

When officers are dispatched to calls that involve a behavioral health emergency, SEC shall dispatch both police officers and a co-response clinician.

Co-response clinicians monitor radio traffic, and calls for service. Upon hearing a call that may require a co-response clinician, the clinician will also proceed to the call location in a separate vehicle and await instructions. During this time any useful information developed regarding the incident shall be provided to the responding clinician by SEC. Officers will secure the scene, and remain on scene until it is determined there is no longer a threat.

Attachment: FY24 S&I - SPRINGFIELD (7625 : State 911 Support & Incentive Grant Increase - No Match - $125,000.00)

City Council

SCHEDULED

Meeting: 09/18/23 07:00 PM
Initiator: Ciara Hanlon
Sponsors: Mayor Domenic J. Sarno
DOC ID: 7636

FY24 Veterinarian Grant from Foundation for TJO Animals- No Match Required $52,000.00 (Mayor Sarno)

WHEREAS, the Thomas J. O'Connor Animal Control and Adoption Center Department has been awarded a "FY24 Veterinarian Grant" from the Foundation for TJO Animals in the amount of $52,000.00 for the period starting July 1, 2023 and ending June 30, 2024; and

WHEREAS, the purpose of the grant is to support the base salary for the employee; and

WHEREAS, the Department intends to use the grant funds to continue partially funding the salary of an existing employee; 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:

FY24 Veterinarian Grant from Foundation for TJO Animals- $52,000.00

REQUEST FOR GRANT SETUP

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

All fields are mandatory.

Date of Request	09/18/23
Department Requesting Grant Setup	TJO
Department Phone # (Please include extension)	x1022
Name and Title of Person to Contact in Case of Questions	Lori Swanson Executive Director

Was this Grant previously setup for a prior fiscal year? Y
If yes, please indicate your previous project number: VET23

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: FY24 TJO Veterinarian

Attachment: VET24 Grant Setup Form (7636 : FY24 TJO Veterinarian Grant - No Match Required $52,000.00)

Total Grant Amount Awarded: $ 52,000.00
Is this a Reimbursable Grant? (Y/N) Y
A Reimbursable Grant is defined as one that requires that you pay for expenses first and then you apply to the grantor for a reimbursement of the exact amount actually expended.

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

Entity Name	Foundation for TJO Animals
Contact Person	Stewart Bromberg
Street Address	66 Industry Ave
City, State, Zip Code	Springfield, MA 01104
Telephone	413-306-5161
Fax	
E-Mail	sbromberg@tjofoundation.org

Actual Award Date	7/1/23
Board Approval Date	7/1/23
Start Date	7/1/23
Expiration Date	6/30/24

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
Salary offset for Veterinarian

Comments re: Conditions/Restrictions of Grant

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

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

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

Attachment: VET24 Grant Setup Form (7636 : FY24 TJO Veterinarian Grant - No Match Required $52,000.00)

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

Org Code: 29912920

Object Codes: 501000

Budget Roll-Up Codes:

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

Signature

9.13.23
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: VET24 Grant Setup Form (7636 : FY24 TJO Veterinarian Grant - No Match Required $52,000.00)

May 23, 2023

Lori Swanson
Executive Director
Thomas J. O'Connor Animal Control and Adoption Center
627 Cottage Street
Springfield, MA 01104

Dear Lori:

The Board of Directors for the Thomas J. O'Connor Animal Control and Adoption Center, Inc. d/b/a Foundation for TJO Animals (the Foundation) are pleased to inform you that a grant in the amount of $52,000 in support of the annual base salary of the Thomas J. O'Connor Animal Control and Adoption Center's Veterinarian. The grant shall be for a one-year period beginning on July 1, 2023, and ending on June 30, 2024. This letter outlines the terms and conditions of accepting this grant. Please read all the terms and conditions carefully, sign, and return no later than June 30, 2023, to: Foundation for TJO Animals, 66 Industry Avenue-Suite 3, Springfield, MA 01104.

The general grant terms and conditions are as follows:

- The City of Springfield shall be the Veterinarian's employer and will continue making this employment available on a full-time basis throughout the duration of this grant award period. The City of Springfield is responsible for any additional expenses of employment beyond the parameters of this grant, to include employee taxes and other associated benefits and the Veterinarian shall be subject to the direction, control, and supervision of the City and its employees and agents.

- This grant will cover the cost of this position's base pay, as determined by The City of Springfield, for not more than sixteen (16) hours per week and $52,000 for the period July 1, 2023, through June 30, 2024.

- his grant will be paid in arrears on a quarterly basis. The amount of each quarterly reimbursement will be equal to the submitted quarterly invoices, which shall reflect the portion of the number of actual hours per week worked that are covered by the grant for the weeks work in each quarter (including any time attributable to vacation or other time off consistent with the City's policies for similarly situated full-time employees). Payments will be processed no later than thirty (30) days upon receipt of the invoice.

Attachment: VET24 TJO Grant Award Letter (7636 : FY24 TJO Veterinarian Grant - No Match Required $52,000.00)

- The invoicing schedule is detailed as follows:
  - ✓ Quarter 1 – First invoice received no later than October 31, 2023.
  - ✓ Quarter 2 – Invoice received no later than January 31, 2024.
  - ✓ Quarter 3 – Invoice received no later than April 30, 2024.
  - ✓ Quarter 4 – Final invoice received no later than July 31, 2024.

- The City of Springfield shall provide the Foundation with any documents it may reasonably request to demonstrate the purpose and use of the Grant funds.

- Neither party hereto shall be deemed to have waived any right hereunder unless such waiver is in writing, signed by an authorized official of such party and no delay or omission in exercising any right hereunder shall operate as a waiver of such right or other right. All the rights and remedies of the City of the Foundation hereunder shall be cumulative and not exclusive and may be exercised singly or concurrently. The waiver or exercise of any remedy shall not be construed as a waiver or any other remedy available or under general principles of law or equity.
- This grant letter constitutes the entire agreement between the parties pertaining to the subject matter hereof, and there are no other agreements or understandings, implied or expressed, written or oral relating to the grant funds.
- This agreement shall be governed by the laws of the Commonwealth of Massachusetts.

We thank you for your continued efforts in providing outstanding medical care to our local, homeless animals.

Sincerely,
Thomas J. O'Connor Animal Control and
Adoption Center Foundation, Inc.

By: Heather Heeb
Heather Heeb, President Heather Heeb

Accepted and agreed to by:

City of Springfield

By: Lori Swanson Date: 6/29/23

Name: Lori Swanson

Title:

Attachment: VET24 TJO Grant Award Letter (7636 : FY24 TJO Veterinarian Grant - No Match Required $52,000.00)

City Council

SCHEDULED

Meeting: 09/18/23 07:00 PM
Initiator: Gianna Berardi
Sponsors: Mayor Domenic J. Sarno
DOC ID: 7621

FY24 Springfield Library Foundation Music Programming Grant - No Match Required $40,000.00 (Mayor Sarno)

WHEREAS, the Springfield City Libraries Department has been awarded a Springfield Library Foundation Music Programming Grant in the amount of $40,000.00 from the Springfield Libraries Foundation; and

WHEREAS, the Department intends to use the grant to support music programs for the Library Branches; 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:

FY24 Springfield Library Foundation Music Programming Grant - No Match Required $40,000.00

Attachment: FY24 Springfield Library Foundation Music Programming (7621 : FY24 Springfield Library Foundation Music Programming Grant -

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	08/04/2023
Department Requesting Grant Setup	Library
Department Phone # (Please include extension) x290	263-6828

Name and Title of Person to Contact in Case of Questions Aieshya Jackson- Bus. Mgr

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

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

Grant Type:

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

Grant Name: Springfield Library Foundation, Music Programming

Total Grant Amount Awarded: $ 40,000.00
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 08/04/2023
Board Approval Date 07/30/2023
Start Date 07/30/2023
Expiration Date
Renewal Action Date (optional)
If there are any Matching Funds:

- Type
- Percent
- Amount

Comments re: Description/Purpose of Grant
To support music programs for branches

Comments re: Conditions/Restrictions of Grant

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

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

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

Attachment: FY24 Springfield Library Foundation Music Programming (7621 : FY24 Springfield Library Foundation Music Programming Grant -

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

Org Code:

Object Codes: 551700, 530105, 551300

Budget Roll-Up Codes: YES

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

_____Molly Fogarty_
Signature

_____08/04/2023_____
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: FY24 Springfield Library Foundation Music Programming (7621 : FY24 Springfield Library Foundation Music Programming Grant -

Council Date:

Grant Name: Springfield Library Foundation – Music Programming

Accepting Department: Springfield City Library

Awarding Entity: Springfield Library Foundation

Amount: $40,000

Match:

Talking points for program grants:

To support music programming for the library.

- **What are to goals and deliverables of the program?** –Music programs for branches
- **Grant period: When does the grant start and end?** – July 30, 2023- no end date
- **When will the program start?** July 30, 2023
- **Does the program support and current employee salaries and/or benefits? Which employees will it support? –** N/A
- **Does the program support the hiring of new employees? Does it support their benefits? What will be the position titles of these new employees?** N/A
- **Does the program support the hiring of temp employees? How many and it what roles?** – N/A
- **Where will the program take place (i.e. single location or city-wide)?** –City-wide
- **Was the application for this grant competitive? If it is for a single location (e.g. one school or one library), why was that location chosen**? – It is not competitive.
- **Please note if the awarding agency is a pass through (e.g. it is federal funding being awarded by a private entity). If a certain type of funding, such as "Title III" is mentioned in the award, provide a brief description of it if possible.** – N/A
- **If there is a match what is the funding source?**

Attachment: FY24 Springfield Library Foundation Music Programming (7621 : FY24 Springfield Library Foundation Music Programming Grant -

City Council

SCHEDULED

Meeting: 09/18/23 07:00 PM
Initiator: Sean Pham
Sponsors: Mayor Domenic J. Sarno
DOC ID: 7630

Byrne JAG Grant - No Match - $40,000 (Mayor Sarno)

WHEREAS, the Springfield Police Department has been awarded an Edward Byrne Memorial Justice Assistance ("JAG") Grant in the amount of $40,000 from the U.S. Department of Justice through the Massachusetts State Police; and

WHEREAS, the grant program is for purposes related to preventing, reducing, and sustaining reductions in community gang and gun violence; and

WHEREAS, the Department intends to use the grant funds in collaboration with the Massachusetts State Police for overtime costs incurred by the assignment of police officers working to prevent, reduce and sustain reductions in community gang and gun violence in the Commonwealth; and

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

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

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

Edward Byrne Memorial Justice Assistance Grant - $40,000

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
09/18/2023
Department Requesting Grant Setup
Office of Management and Budget
Department Phone # (Please include extension)
413-784-4883
Name and Title of Person to Contact in Case of Questions
Sean Pham; Senior Budget Analyst

Was this Grant previously setup for a prior fiscal year?
If yes, please indicate your previous project number:
Yes, VIC23 (please use VCI24 for the new Project Number)
If this is a new Grant, have you filled out the "Approval to apply for a grant" Form?
(Y/N) N If yes, please attach a copy of the Approved Form.

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

Grant Name:
Edward Byrne Memorial Justice Assistance Grant MOU with State Police

Attachment: VCI24 (7630 : Byrne JAG Grant - No Match - $40,000)

Total Grant Amount Awarded: **$40,000.00**
Is this a Reimbursable Grant? (Y/N)
A Reimbursable Grant is defined as one that requires that you pay for expenses first and then you apply to the grantor for a reimbursement of the exact amount actually expended.
Yes
If it is a Reimbursable Grant, please enter Grantor contact information or the CID # if Grantor is already in the customer file:

Entity Name	**Department of State Police**
Contact Person	**Melissa Comeau**
Street Address	**47 Worcester Road**
City, State, Zip Code	**Framingham, MA 01702**
Telephone	**508-820-2137**
Fax	**508-820-2165**
E-Mail	**melissa.comeau@pol.state.ma.us**

Actual Award Date **08/10/2023**
Board Approval Date
Start Date
Expiration Date **12/31/2023**
Renewal Action Date (optional)
If there are any Matching Funds:
Type
Percent
Amount

Comments re: Description/Purpose of Grant
For purposes related to preventing, reducing and sustaining reductions in community gang and gun violence.

Comments re: Conditions/Restrictions of Grant

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

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

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

Attachment: VCI24 (7630 : Byrne JAG Grant - No Match - $40,000)

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

Org Code:

Object Codes:

506000

Budget Roll-Up Codes:

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

Signature

9/13/2023
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: VCI24 (7630 : Byrne JAG Grant - No Match - $40,000)

C# 20240380

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

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

CONTRACTOR LEGAL NAME: City of Springfield (and d/b/a): Springfield Police Department		**COMMONWEALTH DEPARTMENT NAME:** Department of State Police **MMARS Department Code:** POL	
Legal Address: (W-9, W-4): 36 Court Street - Room 400, Springfield, MA 01103		**Business Mailing Address:** 470 Worcester Road, Framingham, MA 01702	
Contract Manager: Sean Pham	**Phone:** 413-784-4883	**Billing Address (if different):** same	
E-Mail: spham@springfieldcityhall.com	**Fax:**	**Contract Manager:** Melissa Comeau	**Phone:** 508-820-2137
Contractor Vendor Code: VC6000192140		**E-Mail:** Melissa.comeau@pol.state.ma.us	**Fax:** 508-820-2165
Vendor Code Address ID (e.g. "AD001"): AD (leave blank). **(Note: The Address ID must be set up for EFT payments.)**		**MMARS Doc ID(s):** CT-SCPOL242724SPRIN4611 **RFR/Procurement or Other ID Number:** FBJAGRT22A	

X NEW CONTRACT

PROCUREMENT OR EXCEPTION TYPE: (Check one option only)

__ **Statewide Contract** (OSD or an OSD-designated Department)
__ **Collective Purchase** (Attach OSD approval, scope, budget)
X **Department Procurement** (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation)
__ **Emergency Contract** (Attach justification for emergency, scope, budget)
__ **Contract Employee** (Attach Employment Status Form, scope, budget)
__ **Other Procurement Exception** (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope, and budget)

__ CONTRACT AMENDMENT

Enter **Current Contract End Date *Prior*** to Amendment: ____, 20___.
Enter **Amendment Amount:** $ _____. (or "no change")

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

__ **Amendment to Date, Scope or Budget** (Attach updated scope and budget)
__ **Interim Contract** (Attach justification for Interim Contract and updated scope/budget)
__ **Contract Employee** (Attach any updates to scope or budget)
__ **Other Procurement Exception** (Attach authorizing language/justification and updated scope and budget)

The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): X Commonwealth Terms and Conditions __ Commonwealth Terms and Conditions For Human and Social Services Commonwealth IT Terms and Conditions

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.
__ **Rate Contract.** (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)
X **Maximum Obligation Contract.** Enter total maximum obligation for total duration of this contract (or *new* total if Contract is being amended). **$40,000.00**

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

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s), and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) **Reimbursement of overtime costs associated with local police participation in JAG initiatives. Mass State Police received federal funding for this project from award FFY2022 Byrne Justice Assistance Grant. FBJAGRT22A -Massachusetts State Police and Springfield, MA Police. Local PD must use their own vehicles for activities. Please also review Attachment A and Attachment B. $40,000.00**

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

X 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 **December 31, 2023** with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the **"Effective Date"** of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:

X: _____ Date: 8/2/23
(Signature and Date Must Be Handwritten at Time of Signature)
Print Name: Domenic J. Sarno
Print Title: Mayor

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:

X: Michelle Small Date: 8/10/23
(Signature and Date Must Be Handwritten at Time of Signature)
Print Name: Michelle Small
Print Title: Chief Administrative Officer

Attachment: VCI24 (7630 : Byrne JAG Grant - No Match - $40,000)

FY24 Springfield Library Foundation Wi-Fi Hot Spots Grant - No Match Required $30,000.00 (Mayor Sarno)

WHEREAS, the Springfield City Libraries Department has been awarded a Springfield Library Foundation Wi-Fi and Hot Spots Grant in the amount of $30,000.00 from the Springfield Libraries Foundation; and

WHEREAS, the Department intends to use the grant for the purchase of Wi-Fi Hot Spots for the Library; 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:

FY24 Springfield Library Foundation Wi-Fi Hot Spots Grant - No Match Required $30,000.00

REQUEST FOR GRANT SETUP

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

All fields are mandatory.

Date of Request	08/04/2023
Department Requesting Grant Setup	Library
Department Phone # (Please include extension) x290	263-6828

Name and Title of Person to Contact in Case of Questions Aieshya Jackson- Bus. Mgr

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

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

Grant Type:

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

Grant Name: Springfield Library Foundation, Wi-Fi Hot Spots

Attachment: FY24 Springfield Library Foundation Wifi Hotspots (7622 : FY24 Springfield Library Foundation Wi-Fi Hot Spots - No Match

Total Grant Amount Awarded: $ 30,000.00
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 08/04/2023
Board Approval Date 07/30/2023
Start Date 07/30/2023
Expiration Date
Renewal Action Date (optional)
If there are any Matching Funds:

- Type
- Percent
- Amount

Comments re: Description/Purpose of Grant
To supplement other funding for W-i-Fi Hotspots for the Library

Comments re: Conditions/Restrictions of Grant

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

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

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

Attachment: FY24 Springfield Library Foundation Wifi Hotspots (7622 : FY24 Springfield Library Foundation Wi-Fi Hot Spots - No Match

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

Org Code:

Object Codes: 534200, 551700, 530105,580900,542300

Budget Roll-Up Codes: YES

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

_____Molly Fogarty_ _____08/04/2023_____
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.

Attachment: FY24 Springfield Library Foundation Wifi Hotspots (7622 : FY24 Springfield Library Foundation Wi-Fi Hot Spots - No Match

Council Date:

Grant Name: Springfield Library Foundation – Sound Systems

Accepting Department: Springfield City Library

Awarding Entity: Springfield Library Foundation

Amount: $30,000

Match:

Talking points for program grants:

Cover the cost of maintaining wi-fi hotspots for the library.

- **What are to goals and deliverables of the program?** – wi-fi hotspots for branches
- **Grant period: When does the grant start and end?** – July 30, 2023- no end date
- **When will the program start?** July 30, 2023
- **Does the program support and current employee salaries and/or benefits? Which employees will it support? –** N/A
- **Does the program support the hiring of new employees? Does it support their benefits? What will be the position titles of these new employees?** N/A
- **Does the program support the hiring of temp employees? How many and it what roles?** – N/A
- **Where will the program take place (i.e. single location or city-wide)?** –City-wide
- **Was the application for this grant competitive? If it is for a single location (e.g. one school or one library), why was that location chosen**? – It is not competitive.
- **Please note if the awarding agency is a pass through (e.g. it is federal funding being awarded by a private entity). If a certain type of funding, such as "Title III" is mentioned in the award, provide a brief description of it if possible.** – N/A
- **If there is a match what is the funding source?**

Attachment: FY24 Springfield Library Foundation Wifi Hotspots (7622 : FY24 Springfield Library Foundation Wi-Fi Hot Spots - No Match

City Council

SCHEDULED

Meeting: 09/18/23 07:00 PM
Initiator: Ciara Hanlon
Sponsors: Mayor Domenic J. Sarno
DOC ID: 7637

FY24 Vet Tech II Grant from Foundation for TJO Animals- No Match Required $28,282.48 (Mayor Sarno)

WHEREAS, the Thomas J. O'Connor Animal Control and Adoption Center Department has been awarded a "Vet Tech Assistant II Grant" from the Foundation for TJO Animals in the amount of $28,282.48 for the period starting July 1, 2023 and ending June 30, 2024; and

WHEREAS, the purpose of the grant is to support the base salary for the employee; and

WHEREAS, the Department intends to use the grant funds to continue partially funding the salary of an existing employee; 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:

FY24 Vet Tech Assistant II from Foundation for TJO Animals- $28,242.48

REQUEST FOR GRANT SETUP

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

All fields are mandatory.

Date of Request	09/18/23
Department Requesting Grant Setup	TJO
Department Phone # (Please include extension)	x1022
Name and Title of Person to Contact in Case of Questions	Lori Swanson Executive Director

Was this Grant previously setup for a prior fiscal year? Y
If yes, please indicate your previous project number: VTS23

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: FY24 TJO Vet Tech Second

Attachment: VTS24 Grant Setup Form (7637 : FY24 TJO Vet Tech II Grant - No Match Required $28,282.48)

Total Grant Amount Awarded: $ 28,282.48
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	Foundation for TJO Animals
Contact Person	Stewart Bromberg
Street Address	66 Industry Ave
City, State, Zip Code	Springfield, MA 01104
Telephone	413-306-5161
Fax	
E-Mail	sbromberg@tjofoundation.org

Actual Award Date	7/1/23
Board Approval Date	7/1/23
Start Date	7/1/23
Expiration Date	6/30/24

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
Salary offset for Veterinarian Technician 2

Comments re: Conditions/Restrictions of Grant

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

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

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

Attachment: VTS24 Grant Setup Form (7637 : FY24 TJO Vet Tech II Grant - No Match Required $28,282.48)

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

Org Code: 29912920

Object Codes: 501000, 530105

Budget Roll-Up Codes:

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

Signature

9.13.23
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: VTS24 Grant Setup Form (7637 : FY24 TJO Vet Tech II Grant - No Match Required $28,282.48)

July 2023

Lori Swanson
Executive Director
Thomas J. O'Connor Animal Control and Adoption Center
627 Cottage Street
Springfield, MA 01104

Dear Lori:

The Board of Directors for the Thomas J. O'Connor Animal Control and Adoption Center, Inc. d/b/a Foundation for TJO Animals (the "Foundation") are pleased to inform you that a grant in the amount of $28,282.48 in support of the annual base salary of the Thomas J. O'Connor Animal Control and Adoption Center's Veterinarian Technician 2 (Vet Tech II). The grant shall be for a one-year period beginning on July 1, 2023, and ending on June 30, 2024. This letter outlines the terms and conditions of accepting this grant. Please read all the terms and conditions carefully, sign, and return no later than June 30, 2023, to: Foundation for TJO Animals, 66 Industry Avenue-Suite 3, Springfield, MA 01104.

The general grant terms and conditions are as follows:

- The City of Springfield shall be the Vet Tech II's employer and will continue making this employment available on a full-time basis throughout the duration of this grant award period. The City of Springfield is responsible for any additional expenses of employment beyond the parameters of this grant, to include employee taxes and other associated benefits and the Veterinarian shall be subject to the direction, control, and supervision of the City and its employees and agents.

- This grant will cover the cost of this position's base pay, as determined by The City of Springfield, for not more than thirty-two (32) hours per week.

- This grant will be paid in arrears on a quarterly basis. The amount of each quarterly reimbursement will be equal to the submitted quarterly invoices, which shall reflect the portion of the number of actual hours per week worked that are covered by the grant for the weeks work in each quarter (including any time attributable to vacation or other time off consistent with the City's policies for similarly situated full-time employees). Payments will be processed no later than thirty (30) days upon receipt of the invoice. The invoicing schedule is detailed as follows:
  - ✓ Quarter 1 – First invoice received no later than October 31, 2023.
  - ✓ Quarter 2 – Invoice received no later than January 31, 2024.
  - ✓ Quarter 3 – Invoice received no later than April 30, 2024.
  - ✓ Quarter 4 – Final invoice received no later than July 31, 2024.

- The City of Springfield shall provide the Foundation with any documents it may reasonably request to demonstrate the purpose and use of the Grant funds.

Attachment: VTS24 TJO Grant Award Letter (7637 : FY24 TJO Vet Tech II Grant - No Match Required $28,282.48)

- In the event that the Vet Tech II position becomes vacant, and a suitable replacement is unable to be found in a timely manner, the City may, upon notification to and with written permission from the TJO Foundation, use the grant funds to offset the professional service costs of contracting a temporary employee in order to continue providing services.
    - In such a case, the City will be the responsible party for processing invoices and providing payments to the contracted vendor. The City will then submit invoices following the above quarterly schedule, including proof of payment to the vendor, to be reimbursed by the TJO Foundation.
    - If the total amount paid to the contracted vendor by the City exceeds the balance of the grant award, the City is responsible for paying the difference between the grant award and the vendor's invoiced total.
    - If a suitable replacement for the position is found after the total grant award amount has been spent, through any combination of former employee salary expenses and contracted vendor expenses, the City will be responsible for paying the entire base pay salary for the employee through the end of the fiscal year.
- Neither party hereto shall be deemed to have waived any right hereunder unless such waiver is in writing, signed by an authorized official of such party and no delay or omission in exercising any right hereunder shall operate as a waiver of such right or other right. All the rights and remedies of the City of the Foundation hereunder shall be cumulative and not exclusive and may be exercised singly or concurrently. The waiver or exercise of any remedy shall not be construed as a waiver or any other remedy available or under general principles of law or equity.
- This grant letter constitutes the entire agreement between the parties pertaining to the subject matter hereof, and there are no other agreements or understandings, implied or expressed, written or oral relating to the grant funds.
- This agreement shall be governed by the laws of the Commonwealth of Massachusetts.

We thank you for your continued efforts in providing outstanding medical care to our local homeless animals.

Sincerely,
Thomas J. O'Connor Animal Control and Adoption Center Foundation, Inc.

By: Heather Heeb
Heather Heeb, President Heather Heeb

Accepted and agreed to by:
City of Springfield

By: Lori Swanson Date: 6.29.23
Lori Swanson, Executive Director

Attachment: VTS24 TJO Grant Award Letter (7637 : FY24 TJO Vet Tech II Grant - No Match Required $28,282.48)

City Council

SCHEDULED

Meeting: 09/18/23 07:00 PM
Initiator: Ciara Hanlon
Sponsors: Mayor Domenic J. Sarno
DOC ID: 7638

FY24 Vet Tech I Grant from Foundation for TJO Animals- No Match Required $23,215.75 (Mayor Sarno)

WHEREAS, the Thomas J. O'Connor Animal Control and Adoption Center Department has been awarded a "Vet Tech Assistant I Grant" from the Foundation for TJO Animals in the amount of $23,215.75 for the period starting July 1, 2023 and ending June 30, 2024; and

WHEREAS, the purpose of the grant is to support the base salary for the employee; and

WHEREAS, the Department intends to use the grant funds to continue partially funding the salary of an existing employee; 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:

FY24 Vet Tech Assistant I Grant from Foundation for TJO Animals- $23,215.75

REQUEST FOR GRANT SETUP

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

All fields are mandatory.

Date of Request	09/18/23
Department Requesting Grant Setup	TJO
Department Phone # (Please include extension)	x1022
Name and Title of Person to Contact in Case of Questions	Lori Swanson Executive Director

Was this Grant previously setup for a prior fiscal year? Y
If yes, please indicate your previous project number: VTF23

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: FY24 TJO Vet Tech First

Attachment: VTF24 Grant Setup Form (7638 : FY24 TJO Vet Tech I Grant - No Match Required $23,215.75)

Total Grant Amount Awarded: $ 23,215.75
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	Foundation for TJO Animals
Contact Person	Stewart Bromberg
Street Address	66 Industry Ave
City, State, Zip Code	Springfield, MA 01104
Telephone	413-306-5161
Fax	
E-Mail	sbromberg@tjofoundation.org

Actual Award Date	7/1/23
Board Approval Date	7/1/23
Start Date	7/1/23
Expiration Date	6/30/24

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
Salary offset for Veterinarian Technician 1

Comments re: Conditions/Restrictions of Grant

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

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

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

Attachment: VTF24 Grant Setup Form (7638 : FY24 TJO Vet Tech I Grant - No Match Required $23,215.75)

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

Org Code: 29912920

Object Codes: 501000, 530105

Budget Roll-Up Codes:

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

Signature

9-13-23
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: VTF24 Grant Setup Form (7638 : FY24 TJO Vet Tech I Grant - No Match Required $23,215.75)

Foundation for TJO Animals

July 2023

Lori Swanson
Executive Director
Thomas J. O'Connor Animal Control and Adoption Center
627 Cottage Street
Springfield, MA 01104

Dear Lori:

The Board of Directors for the Thomas J. O'Connor Animal Control and Adoption Center, Inc. d/b/a Foundation for TJO Animals (the "Foundation") are pleased to inform you that a grant in the amount of $23,215.75 in support of the annual base salary of the Thomas J. O'Connor Animal Control and Adoption Center's Veterinarian Technician 1 (Vet Tech I). The grant shall be for a one-year period beginning on July 1, 2023, and ending on June 30, 2024. This letter outlines the terms and conditions of accepting this grant. Please read all the terms and conditions carefully, sign, and return no later than June 30, 2023, to: Foundation for TJO Animals, 66 Industry Avenue-Suite 3, Springfield, MA 01104.

The general grant terms and conditions are as follows:

- The City of Springfield shall be the Vet Tech II's employer and will continue making this employment available on a full-time basis throughout the duration of this grant award period. The City of Springfield is responsible for any additional expenses of employment beyond the parameters of this grant, to include employee taxes and other associated benefits and the Veterinarian shall be subject to the direction, control, and supervision of the City and its employees and agents.

- This grant will cover the cost of this position's base pay, as determined by The City of Springfield, for not more than twenty-two (22) hours per week.

- This grant will be paid in arrears on a quarterly basis. The amount of each quarterly reimbursement will be equal to the submitted quarterly invoices, which shall reflect the portion of the number of actual hours per week worked that are covered by the grant for the weeks work in each quarter (including any time attributable to vacation or other time off consistent with the City's policies for similarly situated full-time employees). Payments will be processed no later than thirty (30) days upon receipt of the invoice. The invoicing schedule is detailed as follows:
  - ✓ Quarter 1 – First invoice received no later than October 31, 2023.
  - ✓ Quarter 2 – Invoice received no later than January 31, 2024.
  - ✓ Quarter 3 – Invoice received no later than April 30, 2024.
  - ✓ Quarter 4 – Final invoice received no later than July 31, 2024.

- The City of Springfield shall provide the Foundation with any documents it may reasonably request to demonstrate the purpose and use of the Grant funds.

Attachment: VTF24 TJO Grant Award Letter (7638 : FY24 TJO Vet Tech I Grant - No Match Required $23,215.75)

- In the event that the Vet Tech I position becomes vacant, and a suitable replacement is unable to be found in a timely manner, the City may, upon notification to and with written permission from the TJO Foundation, use the grant funds to offset the professional service costs of contracting a temporary employee in order to continue providing services.
    - In such a case, the City will be the responsible party for processing invoices and providing payments to the contracted vendor. The City will then submit invoices following the above quarterly schedule, including proof of payment to the vendor, to be reimbursed by the TJO Foundation.
    - If the total amount paid to the contracted vendor by the City exceeds the balance of the grant award, the City is responsible for paying the difference between the grant award and the vendor's invoiced total.
    - If a suitable replacement for the position is found after the total grant award amount has been spent, through any combination of former employee salary expenses and contracted vendor expenses, the City will be responsible for paying the entire base pay salary for the employee through the end of the fiscal year.
- Neither party hereto shall be deemed to have waived any right hereunder unless such waiver is in writing, signed by an authorized official of such party and no delay or omission in exercising any right hereunder shall operate as a waiver of such right or other right. All the rights and remedies of the City of the Foundation hereunder shall be cumulative and not exclusive and may be exercised singly or concurrently. The waiver or exercise of any remedy shall not be construed as a waiver or any other remedy available or under general principles of law or equity.
- This grant letter constitutes the entire agreement between the parties pertaining to the subject matter hereof, and there are no other agreements or understandings, implied or expressed, written or oral relating to the grant funds.
- This agreement shall be governed by the laws of the Commonwealth of Massachusetts.

We thank you for your continued efforts in providing outstanding medical care to our local homeless animals.

Sincerely,
Thomas J. O'Connor Animal Control and Adoption Center Foundation, Inc.

By: Heather Heeb
Heather Heeb, President Heather Heeb

Accepted and agreed to by:
City of Springfield

By: Lori Swanson Date: 6/29/23
Lori Swanson, Executive Director

Attachment: VTF24 TJO Grant Award Letter (7638 : FY24 TJO Vet Tech I Grant - No Match Required $23,215.75)

FY24 Springfield Library Foundation Summer Reading Programs - No Match Required $20,000.00 (Mayor Sarno)

WHEREAS, the Springfield City Libraries Department has been awarded a Springfield Library Foundation Summer Reading Programs Grant in the amount of $20,000.00 from the Springfield Libraries Foundation; and

WHEREAS, the Department intends to use the grant to support summer reading programs for the Library Branches; 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:

FY24 Springfield Library Foundation Summer Reading Programs - No Match Required $20,000.00

Attachment: FY24 Springfield Library Foundation Summer Reading Programs (7623 : FY24 Springfield Library Foundation Summer Reading

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	08/04/2023
Department Requesting Grant Setup	Library
Department Phone # (Please include extension) x290	263-6828

Name and Title of Person to Contact in Case of Questions Aieshya Jackson- Bus. Mgr

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

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

Grant Type:

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

Grant Name: Springfield Library Foundation, Summer Reading Programs

Total Grant Amount Awarded: $ 20,000.00
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 08/04/2023
Board Approval Date 07/30/2023
Start Date 07/30/2023
Expiration Date
Renewal Action Date (optional)
If there are any Matching Funds:

- Type
- Percent
- Amount

Comments re: Description/Purpose of Grant
To support library summer reading programs

Comments re: Conditions/Restrictions of Grant

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

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

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

Attachment: FY24 Springfield Library Foundation Summer Reading Programs (7623 : FY24 Springfield Library Foundation Summer Reading

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

Org Code:

Object Codes: 551700,551300,530105

Budget Roll-Up Codes: YES

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

_____Molly Fogarty_ _____08/04/2023_____
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.

Attachment: FY24 Springfield Library Foundation Summer Reading Programs (7623 : FY24 Springfield Library Foundation Summer Reading

Council Date:

Grant Name: Springfield Library Foundation – Summer Reading

Accepting Department: Springfield City Library

Awarding Entity: Springfield Library Foundation

Amount: $20,000

Match:

Talking points for program grants:

To support summer reading programs for the library.

- **What are to goals and deliverables of the program?** –Summer reading programs for branches
- **Grant period: When does the grant start and end?** – July 30, 2023- no end date
- **When will the program start?** July 30, 2023
- **Does the program support and current employee salaries and/or benefits? Which employees will it support?** – N/A
- **Does the program support the hiring of new employees? Does it support their benefits? What will be the position titles of these new employees?** N/A
- **Does the program support the hiring of temp employees? How many and it what roles?** – N/A
- **Where will the program take place (i.e. single location or city-wide)?** –City-wide
- **Was the application for this grant competitive? If it is for a single location (e.g. one school or one library), why was that location chosen**? – It is not competitive.
- **Please note if the awarding agency is a pass through (e.g. it is federal funding being awarded by a private entity). If a certain type of funding, such as "Title III" is mentioned in the award, provide a brief description of it if possible.** – N/A
- **If there is a match what is the funding source?**

Attachment: FY24 Springfield Library Foundation Summer Reading Programs (7623 : FY24 Springfield Library Foundation Summer Reading

City Council

SCHEDULED

Meeting: 09/18/23 07:00 PM
Initiator: Erin Hand
Sponsors: Mayor Domenic J. Sarno
DOC ID: 7626

Community Mitigation Specific Impact Grant - No Match Required - $19,800 (Mayor Sarno)

WHEREAS, the Springfield Fire Department ("Department") has been awarded a Community Mitigation Specific Impact Grant of $19,800 from the Massachusetts Gaming Commission; and

WHEREAS, the purpose of the grant program is to help local entities offset impact costs related to the construction and operation of a gaming establishment, in Springfield's case the MGM casino; and

WHEREAS, the department will use the grant funds for the purchase of Seven (7) defibrillator units that may be used during emergency medical calls; and

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

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

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

Community Mitigation Specific Impact Grant - No Match - $19,800

City of Springfield, Massachusetts
Form: Approval to Apply for a Grant

General Information			
Title of Grant	Community Mitigation Special Impact Grant		
Submission Due Date	1/30/23		
Granting Agency	Massachusetts Gaming Commission		
Purpose/Summary of Grant:	This grant was approved to purchase 7 defibrillator units for the fire apparatus that respond to the MGM Casino area.		
Amount of Grant	$19,800	Department	Fire
Staff Contact Name	Darcy Borecki	Contact Information	413-750-2422 dborecki@springfieldcityhall.com

Matching funds and/or support required		
Are matching funds required?	☐ Yes ☒ No	If yes, dollar amount, timing, and source:
Are you hiring new staff under this grant? Note: the City's *Fiscal Policies and Procedures* require that the hiring department structure the hiring as grant funded and temporary.	☐ Yes ☒ No	If yes, describe how this will be done:
If hiring, list # of positions: Full time or part time? Fringe Benefits? (Y/N)		
Does work needed by the grant require staff hours from other departments?	☐ Yes ☒ No	If yes, describe whether that department or those departments have been notified, and whether those staff hours are covered under the grant:
Are you purchasing IT equipment under this grant? Note: the City's *Fiscal Policies & Procedures* require that MTS be notified of all IT purchases.	☐ Yes ☒ No	If yes, describe equipment and software (include information on how upgrades for both hardware and software will be funded):
Is IT equipment and software support covered under the grant?	☐ Yes ☒ No	If yes, describe costs covered and who will be providing the support:
Are you requesting capital projects under this grant? Note: the City's *Fiscal Policies & Procedures* require capital project be approved in the City's centralized capital planning process.	☐ Yes ☒ No	If yes, describe who will be providing on-going maintenance and whether / how those cost are covered:

Sign-off			
DEPARTMENT HEAD	[signature]	Date	7/18/2023
GRANTS DIRECTOR		Date	

Please Scan & E-mail this Form to Sacoy Malone at smalone@springfieldcityhall.com

Attachment: Fire Mass Gaming Commission Grant (7626 : SFD Community Mitigation Specific Impact Grant - No Match Required - $19,800)

Attachment: Fire Mass Gaming Commission Grant (7626 : SFD Community Mitigation Specific Impact Grant - No Match Required - $19,800)

Attachment: Fire Mass Gaming Commission Grant (7626 : SFD Community Mitigation Specific Impact Grant - No Match Required - $19,800)

REQUEST FOR GRANT SETUP

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

All fields are mandatory.

Date of Request	7/18/23
Department Requesting Grant Setup	Fire
Department Phone # (Please include extension)	787-6411
Name and Title of Person to Contact in Case of Questions Darcy Borecki, Administrative Analyst	
Was this Grant previously setup for a prior fiscal year? If yes, please indicate your previous project number:	YES SSI23

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

Grant Name: FY23 Community Mitigation Special Impact Grant

Attachment: Fire Mass Gaming Commission Grant (7626 : SFD Community Mitigation Specific Impact Grant - No Match Required - $19,800)

Total Grant Amount Awarded: $19,800
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	Massachusetts Gaming Commission
Contact Person	Joseph Delaney
Street Address	101 Federal Street, 12th Floor
City, State, Zip Code	Boston, Massachusetts 02110
Telephone	617-721-9198
Fax	617-725-0258
E-Mail	joseph.delaney@massgaming.gov

Actual Award Date June 15, 2023
Board Approval Date
Start Date June 15, 2023
Expiration Date June 30, 2027
Renewal Action Date (optional)
If there are any Matching Funds: NO
Type
Percent
Amount
Is there any Leverage? HUD FUNDING ONLY
Source
Amount

Comments re: Description/Purpose of Grant
This grant was approved to purchase 7 defibrillators for fire apparatus that respond to the MGM Casino area.

Comments re: Conditions/Restrictions of Grant

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

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

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

Attachment: Fire Mass Gaming Commission Grant (7626 : SFD Community Mitigation Specific Impact Grant - No Match Required - $19,800)

Attachment: Fire Mass Gaming Commission Grant (7626 : SFD Community Mitigation Specific Impact Grant - No Match Required - $19,800)

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

Org Code:

Object Codes: 558400 $19,800

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

7/18/2023
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: Fire Mass Gaming Commission Grant (7626 : SFD Community Mitigation Specific Impact Grant - No Match Required - $19,800)

Attachment: Fire Mass Gaming Commission Grant (7626 : SFD Community Mitigation Specific Impact Grant - No Match Required - $19,800)

June 15, 2023

Via Email

Bernard J.. Calvi
Fire Commissioner
605 Worthington Street
Springfield MA 01105

Darcy Borecki
Grant Manager
605 Worthington Street
Springfield MA 01105

Re: 2023, Public Safety Grant Award - Springfield

Dear Mr. Calvi and Ms. Borecki

I am pleased to inform you that on June 15, 2023 the Massachusetts Gaming Commission authorized the award of $19,800.00 to Springfield for your Public Safety grant. Please note that any and all conditions set by the Commission will be included in your grant contract.

In a few weeks you will receive your grant award package that will include the terms and conditions of your grant and the state contract that will need to be completed by a staff member with signatory authority for Springfield.

If you or your staff have any questions, please do not hesitate to contact Joseph Delaney at 617-721-9198 or via e-mail at Joseph.Delaney@massgaming.gov.

Best,

Joseph E. Delaney, Chief of Community Affairs

cc: MGC Commissioners
CMF Review Team

Attachment: Fire MGC Award Letter-Springfield-Defibrillators (7626 : SFD Community Mitigation Specific Impact Grant - No Match Required - $19,800)

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

2023 This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the **Standard Contract Form Instructions and Contractor Certifications,** the **Commonwealth Terms and Conditions for Human and Social Services** or the **Commonwealth IT Terms and Conditions** which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: https://www.macomptroller.org/forms. Forms are also posted at OSD Forms: https://www.mass.gov/lists/osd-forms.

CONTRACTOR LEGAL NAME: City of Springfield (and d/b/a): f/b/o Springfield Fire Department		**COMMONWEALTH DEPARTMENT NAME: Massachusetts Gaming Commission MMARS Department Code: MGC**	
Legal Address: (W-9, W-4): 605 Worthington Street, Springfield, MA 01105 MA		**Business Mailing Address: 101 Federal Street, Boston, MA 02110**	
Contract Manager: Bernard Calvi	**Phone : 413 787-6411**	**Billing Address (if different):**	
E-Mail: bcalvi@springfieldcityhall.com	**Fax:**	**Contract Manager: Joseph Delaney**	**Phone: 617 721-9198**
Contractor Vendor Code: VC6000192140		**E-Mail: Joseph.Delaney@Massgaming.gov**	**Fax:**
Vendor Code Address ID (e.g. "AD001"): AD001. **(Note: The Address ID must be set up for EFT payments.)**		**MMARS Doc ID(s): 2023SpringfieldFireD** **RFR/Procurement or Other ID Number: BD-23-1068-1068C-1068L-81256**	

_X_ NEW CONTRACT

PROCUREMENT OR EXCEPTION TYPE: (Check one option only)

__ **Statewide Contract** (OSD or an OSD-designated Department)
__ **Collective Purchase** (Attach OSD approval, scope, budget)
_X_ **Department Procurement** (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation)
__ **Emergency Contract** (Attach justification for emergency, scope, budget)
__ **Contract Employee** (Attach Employment Status Form, scope, budget)
__ **Other Procurement Exception** (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)

___ CONTRACT AMENDMENT

Enter **Current Contract End Date *Prior*** to Amendment: _____, **20**___.
Enter **Amendment Amount**: $ _____. (or "no change")

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

__ **Amendment to Date, Scope or Budget** (Attach updated scope and budget)
__ **Interim Contract** (Attach justification for Interim Contract and updated scope/budget)
__ **Contract Employee** (Attach any updates to scope or budget)
__ **Other Procurement Exception** (Attach authorizing language/justification and updated scope and budget)

The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): _X_ Commonwealth Terms and Conditions __ Commonwealth Terms and Conditions For Human and Social Services __ Commonwealth IT Terms and Conditions

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.
__ **Rate Contract.** (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)
_X_ **Maximum Obligation Contract.** Enter total maximum obligation for total duration of this contract (or ***new*** total if Contract is being amended). $**19,800.00**

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

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) **2023 Community Mitigation Public Safety Grant beginning FY24 addressing the following scope and attached documents: Purchase of defibrillators for apparatus that responds to Casino Area.**

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

_X_ 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 **June 30, 2027,** with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the **"Effective Date"** of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:

X: _____. **Date:** _____.
(Signature and Date Must Be Captured at Time of Signature)
Print Name:
Print Title:

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:

X: _____. **Date:** _____.
(Signature and Date Must Be Captured At Time of Signature)
Print Name: Joseph Delaney.
Print Title: Chief of Community Affairs.

Attachment: Fire MGC Springfield_23_PS_defibrillators_CON (7626 : SFD Community Mitigation Specific Impact Grant - No Match Required -

City Council

SCHEDULED

Meeting: 09/18/23 07:00 PM
Initiator: Erin Hand
Sponsors: Mayor Domenic J. Sarno
DOC ID: 7627

Dispatch TERT Program Grant - No Match Required - $14,177 (Mayor Sarno)

WHEREAS, the Emergency Communications Department ("Department") has been awarded Telecommunicator Emergency Response Taskforce (TERT) Program Grant funding totaling up to $14,177 from the State 911 Department; and

WHEREAS, the purpose of the program is to reimburse eligible expenses associated with Springfield Emergency Communications employees, who are credentialed as TERT members; 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:

TERT Program Grant - No Match Required - $14,177

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	September 13th 2023
Department Requesting Grant Setup	SEC (Emergency Communications)
Department Phone # (Please include extension)	413-787-6409
Name and Title of Person to Contact in Case of Questions	David Wells

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

If this is a new Grant, have you filled out the "Approval to apply for a grant" Form?
(Y/N) Y 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: FY24-26 Telecommunication Emergency Response Team (TERT)

Total Grant Amount Awarded: $14,177.00

Attachment: FY24-26 TERT Grant setup (7627 : Dispatch TERT Program Grant - No Match Required - $14,177.00)

Is this a Reimbursable Grant? (Y/N) Y
A Reimbursable Grant is defined as one that requires that you pay for expenses first and then you apply to the grantor for a reimbursement of the exact amount actually expended.

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

Entity Name	State 911 Department
Contact Person	Cindy Reynolds
Street Address	151 Campanelli Dr, Suite A
City, State, Zip Code	Middleborough, MA 02346
Telephone	508-821-7299
Fax	508-828-2585
E-Mail	911deptgrants@state.ma.us

Actual Award Date
Board Approval Date
Start Date
Expiration Date 6/30/26
Renewal Action Date (optional) N/A
If there are any Matching Funds:
Type
Percent
Amount

Comments re: Description/Purpose of Grant
This grant reimburses costs associated with our participation in the Telecommunicator Emergency Response Team

Comments re: Conditions/Restrictions of Grant - This grant reimburses costs **totaling up to $14,4177** associated with our participation in the Telecommunicator Emergency Response Team

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

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

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

Attachment: FY24-26 TERT Grant setup (7627 : Dispatch TERT Program Grant - No Match Required - $14,177.00)

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

Org Code: 28952500

Object Codes:	461000	$14,117
	501000	$7,000
	571100	$7,177

Budget Roll-Up Codes: **ALL**

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

Signature

9/13/23
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: FY24-26 TERT Grant setup (7627 : Dispatch TERT Program Grant - No Match Required - $14,177.00)

The Commonwealth of Massachusetts
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY
STATE 911 DEPARTMENT
151 Campanelli Drive, Suite A ~ Middleborough, MA 02346
Tel: 508-828-2911 ~ TTY: 508-947-1455
www.mass.gov/e911

MAURA T. HEALEY
Governor

KIMBERLEY DRISCOLL
Lieutenant Governor

TERRENCE M. REIDY
Secretary

FRANK POZNIAK
Executive Director

August 8, 2023

Deputy Fire Chief David A. Wells
Director of Communications
Springfield Emergency Communications
1535 Roosevelt Avenue
Springfield, MA 01109

Dear Deputy Chief Wells:

The Commonwealth of Massachusetts, State 911 Department would like to thank you for participating in the **Telecommunicator Emergency Response Taskforce (TERT) Grant Program**.

For your files, attached please find a copy of the executed contract for your grant. Please note your contract start date is **September 1, 2023** and will run through **June 30, 2026**. This contract will enable the Department to reimburse for eligible expenses associated with the participation of credentialed TERT team members at TERT trainings and deployments. Please keep in mind that there shall be no reimbursement for costs incurred prior to the effective date of the contract.

Reimbursement requests should be submitted to the Department within **thirty (30) days** of the date on which the cost is incurred. We have made the request for payment forms available on our website www.mass.gov/e911. For any questions related to this process, please contact Angela Pilling at 508-821-7305. Please note that funding of reimbursement requests received more than one (1) month after the close of the fiscal year under which costs were incurred cannot be guaranteed.

If, in the future, you would like to make any changes to the authorized signatory or the contract manager, please e-mail those proposed changes to 911DeptGrants@mass.gov.

Sincerely,

Frank P. Pozniak
Executive Director

cc: TERT Grant File

Attachment: TERT Contract (7627 : Dispatch TERT Program Grant - No Match Required - $14,177.00)

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

RECEIVED AUG 07 2023

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

CONTRACTOR LEGAL NAME: City of Springfield (and d/b/a): Springfield Emergency Communications	**COMMONWEALTH DEPARTMENT NAME:** State 911 Department **MMARS Department Code:** EPS
Legal Address: (W-9, W-4): 36 Court Street, Springfield, MA 01103	**Business Mailing Address:** 151 Campanelli Drive, Suite A, Middleborough, MA 02346
Contract Manager: Deputy Chief David A. Wells — **Phone:** 413-787-6409	**Billing Address (if different):**
E-Mail: dwells@springfieldcityhall.com — **Fax:** 413-886-5467	**Contract Manager:** Karen Robitaille — **Phone:** 508-821-7221
Contractor Vendor Code: VC 6000192140	**E-Mail:** Karen.Robitaille@mass.gov — **Fax:**
Vendor Code Address ID (e.g. "AD001"): AD 001 . **(Note: The Address ID must be set up for EFT payments.)**	**MMARS Doc ID(s):** CT EPS TERT FY2024TERT3YRSPRFLD1 **RFR/Procurement or Other ID Number:** FY24 TERT

X NEW CONTRACT

PROCUREMENT OR EXCEPTION TYPE: (Check one option only)

- __ **Statewide Contract** (OSD or an OSD-designated Department)
- __ **Collective Purchase** (Attach OSD approval, scope, budget)
- X **Department Procurement** (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation)
- __ **Emergency Contract** (Attach justification for emergency, scope, budget)
- __ **Contract Employee** (Attach Employment Status Form, scope, budget)
- __ **Other Procurement Exception** (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)

__ CONTRACT AMENDMENT

Enter **Current Contract End Date *Prior*** to Amendment: _____, 20___.

Enter **Amendment Amount:** $ _____. (or "no change")

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

- __ **Amendment to Date, Scope or Budget** (Attach updated scope and budget)
- __ **Interim Contract** (Attach justification for Interim Contract and updated scope/budget)
- __ **Contract Employee** (Attach any updates to scope or budget)
- __ **Other Procurement Exception** (Attach authorizing language/justification and updated scope and budget)

The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): X Commonwealth Terms and Conditions __ Commonwealth Terms and Conditions For Human and Social Services __ Commonwealth IT Terms and Conditions

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.

__ **Rate Contract.** (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)

X **Maximum Obligation Contract.** Enter total maximum obligation for total duration of this contract (or *new* total if Contract is being amended). $ 14,177.00 .

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

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) **Contract is for the reimbursement of expenses associated with employees, who are credentialed as a TERT member under the State 911 Department FY 2024 – FY 2026 Telecommunicator Emergency Response Taskforce (TERT) Grant as authorized and awarded in compliance with the grant guidelines and the TERT Operations Standards/Policy Manual and COMU Governance Policy and Procedure.**

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.

X 2. may be incurred as of September 1, 2023 , a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date.

__ 3. were incurred as of _____, 20___ , a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of June 30, 2026 , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the **"Effective Date"** of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:

X: _____ Date: 7/28/2023

(Signature and Date Must Be Captured At Time of Signature)

Print Name: Domenic J. Sarno

Print Title: Mayor

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:

X: _____ Date: 8/8/23

(Signature and Date Must Be Captured At Time of Signature)

Print Name: Frank Poznlak

Print Title: Executive Director

Attachment: TERT Contract (7627 : Dispatch TERT Program Grant - No Match Required - $14,177.00)

City Council

SCHEDULED

Meeting: 09/18/23 07:00 PM
Initiator: Erin Hand
Sponsors: Mayor Domenic J. Sarno
DOC ID: 7628

Fire WRHSAC Grant - No Match Required - $12,000 (Mayor Sarno)

WHEREAS, the Springfield Fire Department (“Department”) has been awarded grant funding in the amount of $12,000 from the Western Region Homeland Security Advisory Council ("WRHSAC"); and

WHEREAS, the purpose of the grant program is to help build and enhance capabilities that enable the region to prevent, protect against, mitigate, respond to, and recover from the threats and hazards that pose the greatest risk; and

WHEREAS, the department will use the grant funds for expenses related to the upcoming Advanced Hydraulics Training; and

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

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

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

WRHSAC Grant - No Match Required - $12,000

Attachment: Req for Grant Set up Western Region (7628 : Fire WRHSAC Grant - No Match Required - $12,000)

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

Org Code: 01221282

Object Codes:

Budget Roll-Up Codes:

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

Signature

9/11/23
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: Req for Grant Set up Western Region (7628 : Fire WRHSAC Grant - No Match Required - $12,000)

Attachment: Req for Grant Set up Western Region (7628 : Fire WRHSAC Grant - No Match Required - $12,000)

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	Western Regional Homeland Security
Contact Person	Riane Brown
Street Address	12 Olive St S
City, State, Zip Code	Greenfield Ma 01301
Telephone	413-774-3167 X 138
Fax	
E-Mail	Raine@frcog.org

Actual Award Date	8/31/2023
Board Approval Date	
Start Date	October 2023
Expiration Date	60 Days
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 Vehicle for training

Comments re: Conditions/Restrictions of Grant

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

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

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

Attachment: Req for Grant Set up Western Region (7628 : Fire WRHSAC Grant - No Match Required - $12,000)

Attachment: Req for Grant Set up Western Region (7628 : Fire WRHSAC Grant - No Match Required - $12,000)

REQUEST FOR GRANT SETUP

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

All fields are mandatory.

Date of Request	9/11/2023
Department Requesting Grant Setup	Fire
Department Phone # (Please include extension)	413-787-6411
Name and Title of Person to Contact in Case of Questions	Margaret Casillas Accts Payable/Payroll
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
State – City
Private/Other

Grant Name: Western Region Homeland Security Advisory Council

Total Grant Amount Awarded: $ 12,000.00

Attachment: Req for Grant Set up Western Region (7628 : Fire WRHSAC Grant - No Match Required - $12,000)

WRHSAC
Western Region Homeland Security Advisory Council

Erik Ryan
Springfield Fire Department
605 Worthington Street
Springfield, MA 01105

Date: August 31, 2023

Re: Training expenses award letter

This letter confirms Springfield Fire Department is awarded funds from the Western Region Homeland Security Advisory Council for expenses related to the upcoming Advanced Hydraulics Training scheduled for late October 2023.

The funds will be dispersed via reimbursement for the expenses listed below. All procurement for expenses must follow Massachusetts procurement laws. All reimbursement requests must utilize the Western Region Homeland Security Advisory Council (WRHSAC) Training and Exercise Reimbursement Request form previously provided and include all receipts, invoices and proof of payment.

The following amounts are allocated for specific equipment and tasks for the training:

- Towing vehicles to and from training site – up to $2,400.00
- Junk vehicles for training – up to $8,000.00
- Lumber for stabilization – up to $1,600.00

Reimbursement requests will be processed following the training. Reimbursement process takes at least 60 days.

Any questions can be directed to myself at raine@frcog.org, or 413.774.3167 x138.

Respectfully,

Raine Brown
Homeland Security Program Manager
Western Region Homeland Security Advisory Council
Franklin Regional Council of Governments
12 Olive Street, Suite 2
Greenfield, MA 01301

Attachment: Springfield FD Award Letter Advanced Hydraulics Training (7628 : Fire WRHSAC Grant - No Match Required - $12,000)

City Council

SCHEDULED

Meeting: 09/18/23 07:00 PM
Initiator: Sean Pham
Sponsors: Mayor Domenic J. Sarno
DOC ID: 7629

COPS Anti-Heroin Task Force Program Grant - No Match Required - $10,000 (Mayor Sarno)

WHEREAS, the Springfield Police Department has been awarded a COPS Anti-Heroin Task Force Program Grant in the amount of $10,000 from the U.S. Department of Justice; and

WHEREAS, the grant program is for purposes related to work with the Anti-Heroin Task Force; and

WHEREAS, the Department intends to use the grant funds in collaboration with the Massachusetts State Police for overtime costs incurred by the assignment of police officers working the Anti-Heroin Task Force in the Commonwealth; and

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

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

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

COPS Anti-Heroin Task Force Program Grant - $10,000

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
09/18/2023
Department Requesting Grant Setup
Office of Management and Budget
Department Phone # (Please include extension)
413-784-4883
Name and Title of Person to Contact in Case of Questions
Sean Pham; Senior Budget Analyst

Was this Grant previously setup for a prior fiscal year?
If yes, please indicate your previous project number:
Yes, as AHO22 (please use AHO24)
If this is a new Grant, have you filled out the "Approval to apply for a grant" Form?
(Y/N) N If yes, please attach a copy of the Approved Form.

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

Grant Name:

Attachment: ANTI HEROIN 24 (7629 : COPS Anti-Heroin Task Force Program Grant - No Match Required - $10,000)

U.S. Department of Justice COPS Anti-Heroin Task Force Program MOU with State Police

Total Grant Amount Awarded: **$10,000**

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.

Yes

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

Entity Name	**Department of State Police**
Contact Person	**Melissa Comeau**
Street Address	**470 Worcester Road**
City, State, Zip Code	**Framingham, MA 01702**
Telephone	**508-820-2137**
Fax	**508-820-2165**
E-Mail	**melissa.comeau@pol.state.ma.us**

Actual Award Date **07/01/2023**
Board Approval Date
Start Date **07/01/2023**
Expiration Date **09/30/2025**
Renewal Action Date (optional)
If there are any Matching Funds: NO
Type
Percent
Amount

Comments re: Description/Purpose of Grant
Reimbursement of overtime costs associated with local police participation in the Anti-Heroin Task Force.

Comments re: Conditions/Restrictions of Grant

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

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

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

Attachment: ANTI HEROIN 24 (7629 : COPS Anti-Heroin Task Force Program Grant - No Match Required - $10,000)

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

Org Code:

Object Codes: **506000 - $10,000.00**

Budget Roll-Up Codes:

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

Signature

9/13/2023
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: ANTI HEROIN 24 (7629 : COPS Anti-Heroin Task Force Program Grant - No Match Required - $10,000)

C#20240050

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

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

CONTRACTOR LEGAL NAME: (and d/b/a): Springfield Police Department	**COMMONWEALTH DEPARTMENT NAME:** Department of State Police **MMARS Department Code:** POL
Legal Address: (W-9, W-4):	**Business Mailing Address:** 470 Worcester Road, Framingham, MA 01702
Contract Manager: Sean Pham — **Phone:** 413-784-4883	**Billing Address (if different):** same
E-Mail: spham@springfieldcityhall.com — **Fax:**	**Contract Manager:** Melissa Comeau — **Phone:** 508-820-2137
Contractor Vendor Code: VC6000192140	**E-Mail:** Melissa.comeau@pol.state.ma.us — **Fax:** 508-820-2165
Vendor Code Address ID (e.g. "AD001"): AD (leave blank). (Note: The Address ID must be set up for EFT payments.)	**MMARS Doc ID(s):** GAEPOL700024SPRINGFI **RFR/Procurement or Other ID Number:** 15JCOPS-22-GG-01871-AHTF

X NEW CONTRACT

PROCUREMENT OR EXCEPTION TYPE: (Check one option only)

- __ Statewide Contract (OSD or an OSD-designated Department)
- __ Collective Purchase (Attach OSD approval, scope, budget)
- X Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation)
- __ Emergency Contract (Attach justification for emergency, scope, budget)
- __ Contract Employee (Attach Employment Status Form, scope, budget)
- __ Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope, and budget)

__ CONTRACT AMENDMENT

Enter Current Contract End Date *Prior* to Amendment: ____, 20___.

Enter Amendment Amount: $_____. (or "no change")

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

- __ Amendment to Date, Scope or Budget (Attach updated scope and budget)
- __ Interim Contract (Attach justification for Interim Contract and updated scope/budget)
- __ Contract Employee (Attach any updates to scope or budget)
- __ Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)

The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): X Commonwealth Terms and Conditions __ Commonwealth Terms and Conditions For Human and Social Services __ Commonwealth IT Terms and Conditions

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.

__ Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)

X Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or *new* total if Contract is being amended). **$10,000**

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

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s), and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Reimbursement of overtime costs associated with local police participation in the anti-heroin task force. Mass State Police received federal funding for this project from federal COPS Award 15JCOPS-22-GG-01871-AHTF. Please also reference Attachment A.

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.
- X 2. may be incurred as of 07/01, 20 23, 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 **September 30, 2025,** with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:

X: _____ Date: 7/24/23

(Signature and Date Must Be Handwritten at Time of Signature)

Print Name: Domenic J. Sarno

Print Title: Mayor

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:

X: Michelle Small Date: 8/11/23

(Signature and Date Must Be Handwritten at Time of Signature)

Print Name: Michelle Small

Print Title: Chief Administrative Officer

Attachment: ANTI HEROIN 24 (7629 : COPS Anti-Heroin Task Force Program Grant - No Match Required - $10,000)

City Council

SCHEDULED

Meeting: 09/18/23 07:00 PM
Initiator: Gianna Berardi
Sponsors: Mayor Domenic J. Sarno
DOC ID: 7632

FY24 Springfield Library Foundation Outreach Van Equipment Grant - No Match Required $10,000.00 (Mayor Sarno)

WHEREAS, the Springfield City Libraries Department has been awarded a Springfield Library Foundation Outreach Van Equipment Grant in the amount of $10,000.00 from the Springfield Libraries Foundation; and

WHEREAS, the Department intends to use the grant to purchase equipment for the library outreach van; 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:

FY24 Springfield Library Foundation Outreach Van Equipment Grant - No Match Required $10,000.00

Attachment: FY24 Springfield Library Foundation Outreach Van Equipment (7632 : FY24 Springfield Library Foundation Outreach Van

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	08/04/2023
Department Requesting Grant Setup	Library
Department Phone # (Please include extension) x290	263-6828

Name and Title of Person to Contact in Case of Questions Aieshya Jackson- Bus. Mgr

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

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

Grant Type:

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

Grant Name: Springfield Library Foundation, Outreach van equipment

Total Grant Amount Awarded: $ 10,000.00
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 08/04/2023
Board Approval Date 07/30/2023
Start Date 07/30/2023
Expiration Date
Renewal Action Date (optional)
If there are any Matching Funds:

- Type
- Percent
- Amount

Comments re: Description/Purpose of Grant
To purchase equipment for the outreach van in support of continued outreach

Comments re: Conditions/Restrictions of Grant

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

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

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

Attachment: FY24 Springfield Library Foundation Outreach Van Equipment (7632 : FY24 Springfield Library Foundation Outreach Van

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

Org Code:

Object Codes: 551700, 530105

Budget Roll-Up Codes: YES

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

_____Molly Fogarty_
Signature

_____08/04/2023_____
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: FY24 Springfield Library Foundation Outreach Van Equipment (7632 : FY24 Springfield Library Foundation Outreach Van

Council Date:

Grant Name: Springfield Library Foundation – Outreach Van Equipment

Accepting Department: Springfield City Library

Awarding Entity: Springfield Library Foundation

Amount: $10,000

Match:

Talking points for program grants:

To purchase equipment for the library outreach van.

- **What are to goals and deliverables of the program?** –improve library outreach capabilities
- **Grant period: When does the grant start and end?** – July 30, 2023- no end date
- **When will the program start?** July 30, 2023
- **Does the program support and current employee salaries and/or benefits? Which employees will it support? –** N/A
- **Does the program support the hiring of new employees? Does it support their benefits? What will be the position titles of these new employees?** N/A
- **Does the program support the hiring of temp employees? How many and it what roles?** – N/A
- **Where will the program take place (i.e. single location or city-wide)?** –City-wide
- **Was the application for this grant competitive? If it is for a single location (e.g. one school or one library), why was that location chosen**? – It is not competitive.
- **Please note if the awarding agency is a pass through (e.g. it is federal funding being awarded by a private entity). If a certain type of funding, such as "Title III" is mentioned in the award, provide a brief description of it if possible.** – N/A
- **If there is a match what is the funding source?**

Attachment: FY24 Springfield Library Foundation Outreach Van Equipment (7632 : FY24 Springfield Library Foundation Outreach Van

City Council

SCHEDULED

Meeting: 09/18/23 07:00 PM
Initiator: Gianna Berardi
Sponsors: Mayor Domenic J. Sarno
DOC ID: 7620

FY24 Libraries Staff Development Grant - No Match Required $10,000.00 (Mayor Sarno)

WHEREAS, the Springfield City Libraries Department has been awarded a Libraries Staff Development Grant - No Match Required $10,000.00 from the Springfield Library Foundation; and

WHEREAS, the Department intends to use the grant for the Springfield City Library staff development; 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:

FY24 Libraries Staff Development Grant - No Match Required $10,000.00

REQUEST FOR GRANT SETUP

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

All fields are mandatory.

Date of Request	08/04/2023
Department Requesting Grant Setup	Library
Department Phone # (Please include extension) x290	263-6828

Name and Title of Person to Contact in Case of Questions Aieshya Jackson- Bus. Mgr

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

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

Grant Type:

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

Grant Name: Springfield Library Foundation, Staff Development

Attachment: FY24 Springfield Library Foundation Staff Development (7620 : FY24 Libraries Staff Development Grant - No Match Required

Total Grant Amount Awarded: $ 10,000.00
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 08/04/2023
Board Approval Date 07/30/2023
Start Date 07/30/2023
Expiration Date
Renewal Action Date (optional)
If there are any Matching Funds:

- Type
- Percent
- Amount

Comments re: Description/Purpose of Grant
To support library staff training and development

Comments re: Conditions/Restrictions of Grant

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

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

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

Attachment: FY24 Springfield Library Foundation Staff Development (7620 : FY24 Libraries Staff Development Grant - No Match Required

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, 572100,571100

Budget Roll-Up Codes: YES

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

_____Molly Fogarty_
Signature

_____08/04/2023_____
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: FY24 Springfield Library Foundation Staff Development (7620 : FY24 Libraries Staff Development Grant - No Match Required

Council Date:

Grant Name: Springfield Library Foundation – Staff Development

Accepting Department: Springfield City Library

Awarding Entity: Springfield Library Foundation

Amount: $10,000

Match:

Talking points for program grants:

To support staff development for the library.

- **What are to goals and deliverables of the program?** –Employee development
- **Grant period: When does the grant start and end?** – July 30, 2023- no end date
- **When will the program start?** July 30, 2023
- **Does the program support and current employee salaries and/or benefits? Which employees will it support?** – N/A
- **Does the program support the hiring of new employees? Does it support their benefits? What will be the position titles of these new employees?** N/A
- **Does the program support the hiring of temp employees? How many and it what roles?** – N/A
- **Where will the program take place (i.e. single location or city-wide)?** –City-wide
- **Was the application for this grant competitive? If it is for a single location (e.g. one school or one library), why was that location chosen**? – It is not competitive.
- **Please note if the awarding agency is a pass through (e.g. it is federal funding being awarded by a private entity). If a certain type of funding, such as "Title III" is mentioned in the award, provide a brief description of it if possible.** – N/A
- **If there is a match what is the funding source?**

Attachment: FY24 Springfield Library Foundation Staff Development (7620 : FY24 Libraries Staff Development Grant - No Match Required

City Council

SCHEDULED

Meeting: 09/18/23 07:00 PM
Initiator: Gianna Berardi
Sponsors: Mayor Domenic J. Sarno
DOC ID: 7633

FY24 Springfield Library Foundation Marketing Grant - No Match Required $10,000.00 (Mayor Sarno)

WHEREAS, the Springfield City Libraries Department has been awarded a Springfield Library Foundation Marketing Grant in the amount of $10,000.00 from the Springfield Libraries Foundation; and

WHEREAS, the Department intends to use the grant to support a marketing plan for the Library; 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:

FY24 Springfield Library Foundation Marketing Grant - No Match Required $10,000.00

Attachment: FY24 Springfield Library Foundation Marketing (7633 : FY24 Springfield Library Foundation Marketing Grant - No Match Required

REQUEST FOR GRANT SETUP

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

All fields are mandatory.

Date of Request	08/04/2023
Department Requesting Grant Setup	Library
Department Phone # (Please include extension) x290	263-6828

Name and Title of Person to Contact in Case of Questions Aieshya Jackson- Bus. Mgr

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

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

Grant Type:

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

Grant Name: Springfield Library Foundation, Marketing

Total Grant Amount Awarded: $ 10,000.00
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 08/04/2023
Board Approval Date 07/30/2023
Start Date 07/30/2023
Expiration Date
Renewal Action Date (optional)
If there are any Matching Funds:

- Type
- Percent
- Amount

Comments re: Description/Purpose of Grant
To support a marketing plan for the Library

Comments re: Conditions/Restrictions of Grant

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

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

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

Attachment: FY24 Springfield Library Foundation Marketing (7633 : FY24 Springfield Library Foundation Marketing Grant - No Match Required

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

Org Code:

Object Codes: 551700, 530105,580900,542300

Budget Roll-Up Codes: YES

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

_____Molly Fogarty_ _____08/04/2023_____
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.

Attachment: FY24 Springfield Library Foundation Marketing (7633 : FY24 Springfield Library Foundation Marketing Grant - No Match Required

Council Date:

Grant Name: Springfield Library Foundation – Marketing

Accepting Department: Springfield City Library

Awarding Entity: Springfield Library Foundation

Amount: $10,000

Match:

Talking points for program grants:

To support marketing for the library.

- **What are to goals and deliverables of the program?** –Bring in new patrons via Library Program Marketing
- **Grant period: When does the grant start and end?** – July 30, 2023- no end date
- **When will the program start?** July 30, 2023
- **Does the program support and current employee salaries and/or benefits? Which employees will it support? –** N/A
- **Does the program support the hiring of new employees? Does it support their benefits? What will be the position titles of these new employees?** N/A
- **Does the program support the hiring of temp employees? How many and it what roles?** – N/A
- **Where will the program take place (i.e. single location or city-wide)?** –City-wide
- **Was the application for this grant competitive? If it is for a single location (e.g. one school or one library), why was that location chosen**? – It is not competitive.
- **Please note if the awarding agency is a pass through (e.g. it is federal funding being awarded by a private entity). If a certain type of funding, such as "Title III" is mentioned in the award, provide a brief description of it if possible.** – N/A
- **If there is a match what is the funding source?**

Attachment: FY24 Springfield Library Foundation Marketing (7633 : FY24 Springfield Library Foundation Marketing Grant - No Match Required

City Council

SCHEDULED

Meeting: 09/18/23 07:00 PM
Initiator: Melvyn Altman
Sponsors: Mayor Domenic J. Sarno
DOC ID: 7612

Order Authorizing Mayor to Execute Quitclaim Deed for Sale of the Former Gemini Building Site (15 Parcels at Morris & Central Streets) to Home City Development, Inc. for Consideration of $50,000.00 (Mayor Sarno)

WHEREAS, the City of Springfield acquired title to the former Gemini Building Site ("the Property") consisting of fifteen (15) distinct parcels of land on Morris and Central Streets in Springfield, Massachusetts containing approximately 2.2 acres with a total assessed value of $522,700.00 as of FY 2024; and

WHEREAS, the Property was acquired through tax title foreclosure proceedings in Land Court (13 parcels) and by eminent domain (2 parcels) with the parcels being further described as follows; and

1. NS Morris St. (08850-0019), 3,788 square feet - Land Court foreclosure.
2. NS Morris St. (08850-0018), 3,165 square feet - Land Court foreclosure.
3. NS Morris St. (08850-0016), 4,652 square feet - Land Court foreclosure.
4. NS Morris St. (08850-0013), 3,885 square feet - Land Court foreclosure.
5. SS Morris St. (08850-0046), 37,036 square feet - Land Court foreclosure.
6. SS Morris St. (08850-0038), 4,803 square feet - Land Court foreclosure.
7. SS Morris St. (08850-0037), 4,036 square feet - Land Court foreclosure.
8. SS Morris St. (08850-0036), 4,037 square feet - Land Court foreclosure.
9. SS Morris St. (08850-0035), 2,139 square feet - Land Court foreclosure.
10. NS Central St. (02560-0019), 3,937 square feet - Eminent Domain.
11. NS Central St. (02560-0017), 5,740 square feet - Eminent Domain
12. NS Central St. (02560-0015), 5,632 square feet - Land Court foreclosure
13. NS Central St. (02560-0013), 5,442 square feet - Land Court foreclosure.
14. NS Central St. (02560-0010) 4,015 square feet - Land Court foreclosure.
15. NS Central St. (02560-0009), 3,864 square feet Land Court foreclosure.

WHEREAS, the Tax Title Custodian determined that the Property is not needed for general municipal purposes; and

WHEREAS, the Office of Procurement solicited requests for proposals for the purchase and redevelopment of the Property pursuant to RFP (Bid) Number 21-105; and

WHEREAS, the Mayor upon the recommendation of the City's RFP Review Committee has accepted the proposal submitted by Home City Development, Inc. with a bid of Fifty Thousand and 00/100 Dollars ($50,000.00); and

WHEREAS, Home City Development, Inc. proposed developing the Property as a condominium consisting of 40 townhouses and has agreed to develop the Property subject to approval by the City of Springfield Office of Planning and Economic Development and in accordance with the terms and conditions of the Land Disposition Agreement entered between the parties.

NOW THEREFORE BE IT ORDERED, that the Mayor be and is hereby authorized in the name of and on behalf of the City of Springfield to execute and deliver a quitclaim deed to Home City Development, Inc. or its nominee for the transfer of title to the fifteen (15) parcels referenced above which make up the former Gemini Building site for consideration of Fifty Thousand and 00/100 Dollars ($50,000.00).

City Council

SCHEDULED

Meeting: 09/18/23 07:00 PM
Initiator: Ciara Hanlon
Sponsors: Mayor Domenic J. Sarno
DOC ID: 7639

Collective Bargaining Agreement Ratification - Springfield Fire Chiefs Association (SFCA) (Mayor Sarno)

WHEREAS, the City's Labor Relations Director has received confirmation from the representative of the Springfield Fire Chiefs Association (SFCA), that this bargaining unit has ratified new collective bargaining agreements for the time period of July 1, 2020 to June 30, 2024 with the City of Springfield; and

WHEREAS, the Labor Relations Department is requesting that the City Council approve the terms of the Collective Bargaining Agreements, which are described in a letter from the Labor Relations Director and Memorandum from the Chief Administrative and Financial Officer, which are attached hereto; and

WHEREAS, the Agreement includes wage increases effective and retroactive July 1, 2020 of two and one half percent (2.5%); and

WHEREAS, the Agreement includes wage increases effective and retroactive July 1, 2021 of two and one half percent (2.5%); and

WHEREAS, the Agreement includes wage increases effective and retroactive July 1, 2022 of two and one half percent (2.5%); and

WHEREAS, the Agreement includes wage increases effective and retroactive July 1, 2023 of two and one half percent (2.5%); and

WHEREAS, the Chief Administrative and Financial Officer has certified that, 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 amended by Section 1 of Chapter 468 of the Acts of 2008;

NOW THEREFORE, the City Council hereby approves the report of the Labor Relations Director regarding the ratification of the collective bargaining agreement between the City of Springfield and the Springfield Fire Chiefs Association and the terms thereof, as described in the attached documents, for the time period of July 1, 2020 through June 30, 2024.

Human Resources
&
Labor Relations
36 Court Street, Room 005
Springfield, MA 01103
413-787-6068 (phone)
413-787-6572 (fax)

THE CITY OF
SPRINGFIELD, MASSACHUSETTS

July 19, 2023

To the Springfield City Council

Please be advised that this department has received confirmation from the representative of **Springfield Fire Chiefs Association (SFCA),** that this bargaining unit has ratified new collective bargaining agreements for the time periods of July 1, 2020 to June 30,2021 and July 1, 2021 to June 30, 2024 with the City of Springfield.

We hereby submit to you this report for approval by the City Council which reflects the following wage increases in **SFCA's wage scale.**

Wage Increases:

Effective and retroactive July 1, 2020	Two and one half percent (2.5%)
Effective and retroactive July 1, 2021	Two and one half percent (2.5%)
Effective and retroactive July 1, 2022	Two and one half percent (2.5%)
Effective and retroactive July 1, 2023	Two and one half percent (2.5%)

Additionally:

Delete existing Art. 9.09 -.11 attendance incentive and replace with Effective December 31, 2023 any bargaining unit member who has completed at least twelve (12) years of continuous service with the City of Springfield and who as of December 31st of any year of this contract is in force has accrued one thousand eight hundred hours of sick leave will be entitled to a one percent (1%) weekly adjustment of his weekly rate of pay.

Effective December 31, 2023 any bargaining unit member who has completed at least seventeen (17) years of continuous service with the City of Springfield and who as of December 31st of any year of this contract is in force has accrued three thousand hours of sick leave will be entitled to a two percent (2%) weekly adjustment of his weekly rate of pay.

Under no circumstances is the payment of the weekly adjustment to exceed two (2) percent.

Attachment: SFCA CC Letter and TA-Executed (7639 : Collective Bargaining Agreement Ratification - Springfield Fire Chiefs Association

Human Resources
&
Labor Relations
36 Court Street, Room 005
Springfield, MA 01103
413-787-6068 (phone)
413-787-6572 (fax)

Add Juneteenth as a holiday.

Effective July 1, 2023 employees, who during regularly scheduled time off, undergo a cancer screen (lung, colon, prostate, skin, thyroid, lymph nodes, oral cavity, reproductive organs or any other form of cancer deemed appropriate for screening by the Commissioner of Public Health Department) will be paid four hours at their regular rate of pay upon presentation of a certificate of such cancer screen.

All employees required to work overtime shall be compensated at overtime rates for the number of hours and partial hours worked. Partial hours will be calculated in six minute increments. In the event that an employee works part of a six increment they will be paid the full six minutes.

A financial order reflecting the cost of the wage increase is attached.

In accordance with the Acts of 656 of 1989, the Chief Financial Officer must give in writing his opinion relative to the financial impact of the agreement on the existing level of municipal services.

If any other questions exist, please feel free to contact this office.

Sincerely,

William E. Mahoney
Director of Human Resources & Labor Relations
cc: Mayor Domenic J. Sarno
cc: T.J. Plante, CAFO
cc: File

Attachment: SFCA CC Letter and TA-Executed (7639 : Collective Bargaining Agreement Ratification - Springfield Fire Chiefs Association

City of Springfield, Massachusetts

And

Springfield Fire Chiefs Association

TENTATIVE AGREEMENT

June 12, 2023

The City of Springfield and the Fire Chief's Association of Springfield agree to the terms recited below. This agreement is subject to funding by the City of Springfield, and ratification by the membership of the Fire Chief's Association of Springfield, and if either funding or ratification fails, this agreement shall be of no effect, and the parties shall resume negotiations for a new agreement.

Duration

July 1, 2020-June 30, 2021

July 1, 2021 to June 30, 2024

Wages

Effective and retroactive to July 1, 2020 2.5%

Effective and retroactive to July 1, 2021 2.5%

Effective and retroactive to July 1, 2022 2.5%

Effective and retroactive to July 1, 2023 2.5%

Art. 3.02 delete and replace with:

"Grievances shall be processed as follows:

STEP 1. The written grievance will be filed with the Commissioner of the Department..

STEP 2. If the grievance is not settled within ten (10) calendar days from the date of written presentation at the Step 1 level, the grievance shall be filed with Labor Relations Department within ten (10) calendar days.

Attachment: SFCA CC Letter and TA-Executed (7639 : Collective Bargaining Agreement Ratification - Springfield Fire Chiefs Association

STEP 3. If the grievance is not settled within ten (10) calendar days from the date of presentation at the Step 2 level, the Association may submit the grievance to Arbitration. Such submission to arbitration must be made within sixty (60) calendar days after the expiration of the ten (10) calendar days referred to herein.

Within the aforesaid sixty (60) calendar days period, written notice of said submission must be given to the Employer by delivery in hand, or by mail to the Labor Relations Department.

Nothing contained within this Article shall preclude the parties from meeting and settling said grievance. "

Art. 7.01 add "Juneteenth" to list of holidays

Art. 7.02 delete "No group will receive double compensation under this provision and paragraph 7.02; but individuals shall maintain their right under paragraph 7.02 compensation."

Art. 9.09-9.11 delete current language and replace with "Effective December 31, 2023 any bargaining unit member who has completed at least twelve (12) years of continuous service with the City of Springfield and who as of December 31st of any year this contract is in force has accrued one thousand eight hundred hours of sick leave will be entitled to a one percent (1%) weekly adjustment of his weekly rate of pay.

Effective December 31, 2023 any bargaining unit member who has completed at least seventeen (17) years of continuous service with the City of Springfield and who has as of December 31st of any year this contract is in force has accrued three thousand hours of sick leave will be entitled to a two percent (2%) weekly adjustment of his weekly rate of pay.

Under no circumstances is the payment of the weekly adjustment to exceed two (2) percent."

Art. 20.01.B add " Effective July 1, 2023 the regular work week for the Fire Repair Supervisor shall be 40 hours per week."

Art. 20.01 C. add "Effective July 1, 2023 the eleven (11) tours refenced in the above paragraphs in this section shall be reduced to eight (8) tours."

Art. 23 delete

Art. 24.04.B add after "Windsor Locks, CT" "or any other location identified by the Fire Commissioner"

ADD AFTER *Hazardous Materials Incident Management" "and other Courses as determined by the Fire Commissioner"

Attachment: SFCA CC Letter and TA-Executed (7639 : Collective Bargaining Agreement Ratification - Springfield Fire Chiefs Association

Art. 30.03 add "Effective July 1, 2023 employees, who during regularly scheduled time off, undergo a cancer screen (lung, colon, prostate, skin, thyroid, lymph nodes, oral cavity, reproductive organs or any other form of cancer deemed appropriate for screening by the Commissioner of the Springfield Public Health Department) will be paid four hours at their regular rate of pay upon presentation of a certificate of such cancer screen. See attached certificate."

Art. 33.01.4 change to read "Drug test results and specimens shall be processed by a professional service contracted with the City of Springfield Fire Department. All controlled substances currently considered illegal to possess under federal law, including, but not limited to, marijuana, shall be the subject of any urine test. "

Art. 34.01 change to read ""All employees required to work overtime shall be compensated at overtime rates for the number of hours and partial hours worked. Partial hours will be calculated in six minute increments. In the event that an employee works part of a six minute increment they will be paid for the full six minutes."

Housekeeping Proposals

Change all references to the Chief of the Department to "Commissioner"

Change all references to Board of Commissioners to "Commissioner"

Art. 3.05 add "it shall be deemed to have been waived" after "...Step 1 of the procedure set forth herein" in the first sentence

Art. 3.07 change "of" to "or" after"...prohibited by law or ordinance..." in the third sentence.

Art. 13.01 add a comma after "members" in second sentence.

Art.13.04 change "breech" to "breach"

Art.20.01 **Off Duty Meetings** add "meetings," after "City Council" in first sentence

Art. 27.04 correct the section reference from "26.03" to "27.03"

Art. 27.11 add a comma after "vacation compensation"

Art. 31.01 .B delete "per department rules and regulations"

Art. 33.01.1 change "...the City Labor Representatives in the Law Department" to "the Labor Relations Director"

CITY OF SPRINGFIELD FIRE CHIEF'S ASSOCIATION

Attachment: SFCA CC Letter and TA-Executed (7639 : Collective Bargaining Agreement Ratification - Springfield Fire Chiefs Association

7/8/23
DATE

7-11-23
DATE

Attachment: SFCA CC Letter and TA-Executed (7639 : Collective Bargaining Agreement Ratification - Springfield Fire Chiefs Association

City of Springfield
36 Court Street
Springfield, MA 01103

Division of Administration and Finance

To: **Springfield City Council**

From: **TJ Plante, Chief Administrative & Financial Officer**

Date: **September 18th, 2023**

Re: **Order for Council Meeting – 09/18/23**

Cc: **Mayor Sarno**

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the September 18th, 2023 City Council meeting, which requests the ratification of the current agreement between the City of Springfield and the Springfield Fire Chiefs Association (SFCA).

Background: The new agreement includes an extension of the bargaining agreement that expired on June 30, 2020, and contains the following wage increases:

Year	Dates	Increase
FY21	07/01/2020 - 06/30/21	2.5%
FY22	07/01/2021 - 06/30/22	2.5%
FY23	07/01/2022 - 06/30/23	2.5%
FY24	07/01/2023 - 06/30/24	2.5%

In addition, effective December 31st, 2023, bargaining unit members with at least 12 years of continuous service and 1,800 hours of accrued sick leave will be entitled to a 1% weekly adjustment of their weekly rate of pay. Bargaining unit members with at least 17 years of continuous service and 3,000 hours of accrued sick leave will be entitled to a 2% weekly adjustment of their weekly rate of pay.

The City will need to fund the retroactive pay agreed upon under this new agreement. If an analysis of the Personal Services budget of the Departments that are affected determines that sufficient funds do not exist in the current year budget to absorb this increase, the Mayor will sponsor an additional order to have these funds transferred into the Department's Personal Services budgets.

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: SFCA CAFO CERT (7639 : Collective Bargaining Agreement Ratification - Springfield Fire Chiefs Association (SFCA))

City Council

SCHEDULED

Meeting: 09/18/23 07:00 PM
Initiator: Phil Dromey
Sponsors: Mayor Domenic J. Sarno
DOC ID: 7634

Order Authorizing Approval of Intergovernmental Agreement with Springfield Business Improvement District (Mayor Sarno) (Mayor Sarno)

WHEREAS, The City's Chief Development Officer wishes to enter into a contract to memorialize financial and in-kind services from the City to the Springfield Business Improvement District, Inc. (SBID);

WHEREAS, Springfield Business Improvement District, Inc. is an agency established pursuant to Massachusetts General Laws chapter 40O;

WHEREAS, an “improvement district” is a “district” pursuant to Massachusetts General Laws chapter 40, section 1(a);

WHEREAS, pursuant to Massachusetts General Laws chapter 40, section 4A, a contract between a City and a District as defined in Massachusetts General Laws chapter 40, section 1(a) is an intergovernmental agreement;

WHEREAS, pursuant to Massachusetts General Laws chapter 30B, section 1(b)(3) an intergovernmental agreement is exempt from Massachusetts General Laws chapter 30B; and

WHEREAS, Massachusetts General Laws chapter 40, section 4A requires that the City Council and the Mayor approve an intergovernmental agreement.

NOW THEREFORE BE IT ORDERED, pursuant to Massachusetts General Laws chapter 40, section 4A, that the City Council approves the Memorandum of Understanding by and between the City of Springfield and the Springfield Business Improvement District, Inc. in substantially the same form as the draft contract attached hereto, subject to the approval of the Mayor.

Order Authorizing Approval of Intergovernmental Agreement with Springfield Business Improvement District (Mayor Sarno)

WHEREAS, The City's Chief Development Officer wishes to enter into a contract to memorialize financial and in-kind services from the City to the Springfield Business Improvement District, Inc. (SBID);

WHEREAS, Springfield Business Improvement District, Inc. is an agency established pursuant to Massachusetts General Laws chapter 40O;

WHEREAS, an “improvement district” is a “district” pursuant to Massachusetts General Laws chapter 40, section 1(a);

WHEREAS, pursuant to Massachusetts General Laws chapter 40, section 4A, a contract between a City and a District as defined in Massachusetts General Laws chapter 40, section 1(a) is an intergovernmental agreement;

WHEREAS, pursuant to Massachusetts General Laws chapter 30B, section 1(b)(3) an intergovernmental agreement is exempt from Massachusetts General Laws chapter 30B; and

WHEREAS, Massachusetts General Laws chapter 40, section 4A requires that the City Council and the Mayor approve an intergovernmental agreement.

NOW THEREFORE BE IT ORDERED, pursuant to Massachusetts General Laws chapter 40, section 4A, that the City Council approves the Memorandum of Understanding by and between the City of Springfield and the Springfield Business Improvement District, Inc. in substantially the same form as the draft contract attached hereto, subject to the approval of the Mayor.

FINANCIAL IMPACT:

The Agreement calls for the City to provide $150,000 to the SBID for FY 2024, FY 2025 and FY 2025, subject to appropriation in each fiscal year.

Attachment: BID MOU 2023 - Final Draft 091223a (7634 : Order Authorizing Approval of Intergovernmental Agreement with SBID)

CITY CONTRACT NO:_____

MEMORANDUM OF UNDERSTANDING BY AND BETWEEN
THE CITY OF SPRINGFIELD
And
SPRINGFIELD BUSINESS IMPROVEMENT DISTRICT

This memorandum of understanding is effective as of July 1, 2023, subject to the approval process set forth herein.

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

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

WHEREAS Chapter 173 of the Legislative Acts of 1994 was approved by the Governor of Massachusetts, to be effective February 5, 1995, as Chapter 40 0 of the Massachusetts General Laws (the "Enabling Act"), to authorize the creation and operation of Business Improvement Districts ("BIDS"), and

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

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

WHEREAS SBID is a non-profit corporation established by and comprised of the members of the SBID and utilizing its Board of Directors as the management entity to manage all of the operations, programs, and business of SBID, and

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

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

Attachment: BID MOU 2023 - Final Draft 091223a (7634 : Order Authorizing Approval of Intergovernmental Agreement with SBID)

ARTICLE I: TERM

Subject to the provisions of this Agreement for Amending the Agreement or for terminating the Agreement, the term of this Agreement is for three (3) years from its effective date, set forth on page 1.

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

ARTICLE II: APPROPRIATION

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

ARTICLE III: DEFINITIONS

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

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

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

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

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

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

ARTICLE IV: BASIC SERVICES

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

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

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

Nothing herein shall supersede any obligation of the City pursuant to the United States or Massachusetts Constitution, the City Charter, applicable federal, state, or local law or ordinance, or the

Attachment: BID MOU 2023 - Final Draft 091223a (7634 : Order Authorizing Approval of Intergovernmental Agreement with SBID)

lawful order of a court of competent jurisdiction.

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

To the extent necessary, the City authorizes the SBID to engage in the SBID Basic Services identified herein, within the public streets, roads, and sidewalks of the District to the extent needed to perform the services but only to the extent permitted by Law and the enabling act. No authorization is given as to private areas, including alleys. It is the responsibility of SBID to determine whether an area is private property. If so requested, SBID will request prior approval for activities from the appropriate City Department head.

ARTICLE V: FUNDING, MARKETING, AND CAPITAL IMPROVEMENTS

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

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

The City agrees that for Fiscal Year 2024 (7/1/23 - 6/30/24), and each subsequent fiscal year of the life of this agreement, subject to appropriation, including appropriation for staff, the City will provide the following funding to SBID, totaling One Hundred and Fifty Thousand Dollars ($150,000.00), for the sole purpose of performing SBID Basic Services, as set forth herein.

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

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

ARTICLE VI: IMPROVEMENT PLAN

A copy of the current SBID Improvement Plan has been attached to this Agreement and incorporated as Appendix B. Any updates to the SBID Improvement Plan made during the term of this Agreement shall immediately be provided to the following parties via first class mailing: each member of SBID; the Chief Development Officer of the City of Springfield; the President of the City Council; and the Mayor of the City of Springfield.

Upon execution of this Agreement, the SBID shall mail or deliver a copy of the latest SBID Improvement Plan to the Chief Development Officer of the City of Springfield; the President of the City Council; and the Mayor of the City of Springfield.

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

Attachment: BID MOU 2023 - Final Draft 091223a (7634 : Order Authorizing Approval of Intergovernmental Agreement with SBID)

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

ARTICLE VII: AMENDMENTS & MODIFICATIONS & TERMINATION

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

Either party may terminate this Agreement for convenience or for cause, by ninety (90) calendar days written notice to the other party. In the event that this Agreement is terminated for cause, the terminating party shall provide within said written notice to the other party, specific information detailing the default or breech that is the cause of the termination, and the other party shall be allowed ninety (90) days to cure said default/breech. If the default/breech is cured within that ninety (90) day period of time, the Agreement shall not be terminated; failure to cure the cited default/breech within said period of time shall result in termination of this Agreement.

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

ARTICLE VIII: INSURANCE and INDEMNITY

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

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

For all employees or consultants working in Massachusetts, Worker's compensation and employer's liability insurance as required by the Commonwealth of Massachusetts.

Comprehensive automobile and vehicle liability insurance covering claims arising from use of motor vehicles, including onsite and offsite operations, and owned, non- owned, or hired vehicles, with not less than $1,000,000 single limits and $2,000,000 aggregate limits.

Commercial general liability insurance covering claims arising out of or based on an act or omission of the SBID or of any of its employees, agents, subcontractors, or persons for whose conduct SBID is legally responsible, with not less than $1,000,000 single limits and $2,000,000 aggregate limits.

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

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

Attachment: BID MOU 2023 - Final Draft 091223a (7634 : Order Authorizing Approval of Intergovernmental Agreement with SBID)

the City.

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

ARTICLE IX: NOTICES

Any request or notice regarding this Agreement shall be deemed to be delivered on the date of delivery when delivered in person during normal business hours or on the date indicated by the U.S. Postal Service postal receipt of a mailing sent certified mail, return receipt requested, postage prepaid, or the date of receipt provided in writing during normal business hours by a recognized delivery service.

To the City, as follows:

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

With a copy to:

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

To SBID, as follows:

Chairman
Springfield Business Improvement District
1331 Main Street
Springfield, Massachusetts 01103

With a copy to:

Executive Director
Springfield Business Improvement District
1331 Main Street
Springfield, Massachusetts 01103

ARTICLE X: MISCELLANEOUS PROVISIONS

No member, official, representative, contractor, or employee of the City shall have any financial interest,

Attachment: BID MOU 2023 - Final Draft 091223a (7634 : Order Authorizing Approval of Intergovernmental Agreement with SBID)

direct or indirect, in this Agreement, nor shall any such member, official, representative, contractor, or employee participate in any decision relating to this Agreement which affects his financial interest or the interest of any corporation, partnership or association in which he is directly or indirectly interested.

No member, official representative, contractor, or employee of the City shall be personally liable to SBID or any successor in interest in the event of any default or breach by the City.

No member, official, representative, contractor, or employee of SBID shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, representative, contractor, or employee participate in any decision relating to this Agreement which affects his personal interests or the interest of any corporation, partnership, or association in which he is directly or indirectly interested.

No member, official, representative, contractor, or employee of the SBID shall be personally liable to the City or any successor in interest in the event of any default or breach on the part of the SBID.

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

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

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

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

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

This Agreement shall be governed by and construed under and enforced in accordance with Massachusetts law. Any claim or action arising under or relating to this Agreement may be brought only in the Superior Court of Hampden County (except for claims of the City of a value of less than $25,000 which claims may be brought in the Springfield District Court) or in the United States District Court for the Western District of Massachusetts, all sitting in Springfield, Massachusetts.

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

Attachment: BID MOU 2023 - Final Draft 091223a (7634 : Order Authorizing Approval of Intergovernmental Agreement with SBID)

within fifteen (15) days of a change.

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

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

Attachment: BID MOU 2023 - Final Draft 091223a (7634 : Order Authorizing Approval of Intergovernmental Agreement with SBID)

IN WITNESS WHEREOF, this Agreement is executed and shall become effective as of the date set forth on the first page:

SPRINGFIELD BUSINESS IMPROVEMENT DISTRICT, INC.

_____

By (print name):
Title:
Date Signed:

CITY OF SPRINGFIELD

_____

Chief Development Officer
Date Signed:

Approved as to Appropriation:

_____

City Comptroller
Date Signed:

Reviewed:

_____

Chief Procurement Officer
Date Signed:

Approved as to Form:

_____

Associate City Solicitor
Date Signed:

Reviewed

_____

Chief Administrative & Financial Officer
Date Signed:

APPROVED:

_____

Domenic J. Sarno, Mayor

_____

Date

Attachment: BID MOU 2023 - Final Draft 091223a (7634 : Order Authorizing Approval of Intergovernmental Agreement with SBID)

APPENDIX A

SBID SCOPE OF SERVICES

The City will provide the following funding to SBID, totaling One Hundred and Fifty Thousand Dollars ($150,000.00) as follows:

Ambassador/Clean Team	**$75,000**
Cleaning of Public Spaces	
Beautification	
Graffiti Removal	
Power Washing	
Security/Public Safety	
Event Staffing/Logistics	
Architectural/Public Safety Lighting	**$50,000**
Uplighting to properties in BID District	
Targeted light placemaking/light installations	
Other lighting to improve pedestrian safety	
Springfield Promotion and Advertising	**$25,000**
General downtown Springfield marketing	
Downtown Dining District campaign	
Springfield Restaurant week	
Social Media campaign	
Website enhancements	
TOTAL	**$150,000**

Attachment: BID MOU 2023 - Final Draft 091223a (7634 : Order Authorizing Approval of Intergovernmental Agreement with SBID)

APPENDIX B

SBID BASIC SERVICES

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

Coordinating in advance with the Springfield DPW regarding the twice monthly street sweeping of the District, it shall be the responsibility of SBID to push sidewalk litter and debris to the inside curbing of streets in the sweep zone in a timely manner to be swept by the City in the sweeping of the sweep zone. If required to do this, SBID shall require that its members cooperate in performing this activity.

It shall be the responsibility of SBID to monitor and promptly empty any barrels that are filled up or overflowing within the District.

It is the responsibility of SBID to notify the City, by notice to Clean City (787-7962) and Springfield Police Ordinance Squad (750-2371) of any illegal dumping activity in the District and to cooperate with any City investigation or prosecution of the matter.

SBID will purchase necessary or desirable replacement or additional barrels. Location of all barrels must be approved, in advance, by Springfield DPW.

Subject to any requested prior approval from appropriate City Departments, SBID shall supplement services provided by the City by performing the following and any additional acts approved by the City:

Tree plantings in coordination with City Parks Department:

- Cleaning of painted fire hydrants, poles, and street signs
- Power washing of sidewalks
- Landscaping, as seasonally appropriate, for planters, hanging baskets and agreed upon traffic islands.
- Guides and similar hospitality services
- Public street cleaning (note: alleys are private property and not subject to public street cleaning)
- Trash collection, supplementing the City's regular barrel collection

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

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

The SBID agrees to monitor the customary lighting in the District and to work cooperatively with the City to attempt to maintain lighting in the District in good working condition. SBID further agrees to work

Attachment: BID MOU 2023 - Final Draft 091223a (7634 : Order Authorizing Approval of Intergovernmental Agreement with SBID)

cooperatively with the City on coordinating the installation of enhanced or decorative lighting projects.

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

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

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

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

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

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

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

Attachment: BID MOU 2023 - Final Draft 091223a (7634 : Order Authorizing Approval of Intergovernmental Agreement with SBID)

APPENDIX C
CITY BASIC SERVICES

The provision of all City Basic Services is subject to prior appropriation, including appropriation for sufficient staff.

The City, by the appropriate department head, shall provide notice to SBID of a decrease in Basic Services. Notice shall be pursuant to Article IX of this Agreement.

A. TREASURER/COLLECTOR

The City Treasurer/Collector will provide the following billing and collection services:

1. All reasonable billing services, including the identification and maintenance of a register of all properties within the District, the preparation and mailing of bills for SBID fees, and the inclusion of SBID reports and summaries in any material included with an annual, or more frequent, billing.

2. The City agrees, through its Treasurer's/Collectors Office, to collect the fees and transmit all amounts collected not less than quarterly to SBID by check to an account maintained at a local bank to be designated by SBID.

3. Collection and delinquency reports shall be provided upon request by SBID, but no more frequently than monthly. In addition, the City shall follow its customary procedures in collecting and enforcing claims against delinquent taxpayers in connections with collection of the fees (See M.G.L. c. 40 0, section 8).

4. Within one hundred and eighty days of the end of the fiscal year, SBID, at its own expense, shall undertake and complete an annual audit, certified by a certified public accountant, of the revenues generated, grants, donations, and gifts received by the SBID and its losses, expenses, and disbursements. Within said one hundred and eighty days, the certified audit shall be placed on file with the City Treasurer/Collector and shall be a public record.

B. DEPARTMENT OF PUBLIC WORKS

1. The City will sweep the Metro Center District twice monthly except during the winter snow season. The geographic boundaries of the Metro Center District will be defined by agreement of SBID and the Director of Springfield Department of Public Works.

2. The City will sweep on reasonable dates and times to be coordinated in advance between the SBID and the Department of Public Works.

3. During the winter snow season, the City may at its option perform sweeping in the sweep zone, weather and above freezing temperature permitting.

4. The City will dedicate a garbage crew to empty all barrels in the Metro Center District a minimum of once per week. If a holiday impacts collection, then trash pick-up will be

Attachment: BID MOU 2023 - Final Draft 091223a (7634 : Order Authorizing Approval of Intergovernmental Agreement with SBID)

coordinated between the SBID and the Department of Public Works. The City will provide this service once per week during winter months and twice per week from May 1st through September 30th for summer months.

5. If resources allow, new or replacement barrels will be purchased by SBID. The City Department of Public Works must give prior approval to any new location of any trash barrels. Upon reasonable notice of SBID to the City by written notice to Chris Cignoli, Director, Springfield Department of Public Works, the City shall install the new or replacement barrels. If resources allow, the City DPW will purchase new or replacement barrel liners as the need arises.

6. Upon notice by SBID to the City, by written notice to Chris Cignoli, Director of Springfield Department of Public Works, of non-functioning lighting instruments, the City agrees to notify Eversource of same. The City agrees to work cooperatively with SBID to attempt to maintain lighting in the District in good working condition.

7. The City will work cooperatively with the SBID regarding unattended shopping carts within the District.

8. Following SBID sponsored special events, the SBID is responsible for cleaning the area, bagging all refuse, and piling refuse in a location agreed upon in advance. The DPW will pick up the refuse as part of its regular trash pick-up.

9. SBID's current status of access to the City landfill for disposal of all solid waste collected within the District and for disposal of landscaping debris collected seasonally shall continue during the term of this Agreement. SBID should ensure communication with Transfer Station ownership for any needs at that facility.

10. The SBID will be responsible for snow removal strictly for the purposes of opening crosswalk entrances to allow for safe passage of pedestrians.

C. SPRINGFIELD POLICE DEPARTMENT

The following list of services is based upon current existing conditions at the time of drafting this list. This list of services may change, dependent upon a change in circumstances.

1. During the time when snow removal operations are being performed by the City, the SBID may request towing of illegally parked vehicles, by notice to the Springfield Police Department Commanding Officer (787-6325).

2. SBID will notify the City, by notice to the Ordinance Squad, Springfield Police Department (787-6341), of any unshoveled sidewalks in the District. The City will investigate the report of unshoveled sidewalks and if appropriate issue tickets therefore in accordance with the results of the investigation and the law.

3. SBID and the Springfield Police Department will work cooperatively to implement and maintain COMNET. The Springfield Police Department will make COMNET available for the SBID to utilize if necessary.

Attachment: BID MOU 2023 - Final Draft 091223a (7634 : Order Authorizing Approval of Intergovernmental Agreement with SBID)

4. SBID and the Springfield Police Department will work cooperatively to implement and maintain the use of camera surveillance of public areas within the SBID District.

D.PARKS DEPARTMENT

The Parks Department shall provide seasonally appropriate maintenance and landscaping to City public parks with the SBID.

The Parks Department will provide base line services to the following parks:

1. Pynchon Plaza
2. Boland Statute Monument
3. Stearns Square
4. Duryea Way
5. Apremont Triangle
6. Gateway at Memorial Bridge
7. Court Square/First Church
8. Riverfront Park

Base line Services include (within the parks):

- Litter and trash removal inside the parks as appropriate with best efforts of once every three days
- Spring and fall clean-up, including leaf removal
- Mowing approximately 12 times per growing season
- Trimming approximately 6 times per growing season
- Snow removal inside the parks with best efforts of within 24 hours of an accumulated snow event
- Provision of flower planter pots at various locations on streets, gateways, and visitor areas
- As needed and appropriate, mulching, weeding, plantings, and pest management of park areas
- Support flag and banner hanging and removal as appropriate

E. HOUSING DEPARTMENT

SBID may report incidents of graffiti to the City of Springfield Housing Department Graffiti Remediation Program. Reports of graffiti may be made to Michael Cass (413-313-2117) who will make his best efforts to respond to the request within five (5) business days.

Attachment: BID MOU 2023 - Final Draft 091223a (7634 : Order Authorizing Approval of Intergovernmental Agreement with SBID)

APPENDIX D
SBID IMPROVEMENT PLAN

ENCLOSED

Attachment: BID MOU 2023 - Final Draft 091223a (7634 : Order Authorizing Approval of Intergovernmental Agreement with SBID)

SPRINGFIELD BUSINESS IMPROVEMENT DISTRICT
2023 Annual Report

Attachment: Appendix D SBID MOU (7634 : Order Authorizing Approval of Intergovernmental Agreement with SBID)

As we look to realize our collective vision for the future we must first reflect on the past. We have made tremendous strides not only in the past 5 years but since the inception of the organization over 2 decades ago. Just as the district evolves, the BID must be ready to seize new opportunities and rise to any challenge. This was never more evident than during the pandemic, proving that BIDs are essential to the health and well-being of the downtown. Our Mission remains the same and at the core we strive to significantly enhance the experience of all who live, work, play & stay here in our downtown.

Included in this report is a review reflecting the outcomes and measurables over the past 5 years and the opportunities we have to build upon to further reinforce the foundation and mission of the Springfield Business Improvement District for the next 5 years.

The work we do is collaborative, and we are grateful to all the organizations we partner with, not only from our Shareholders but from the City of Springfield and its various departments and agencies that contribute to Our mission. All play a vital role in the organization success.

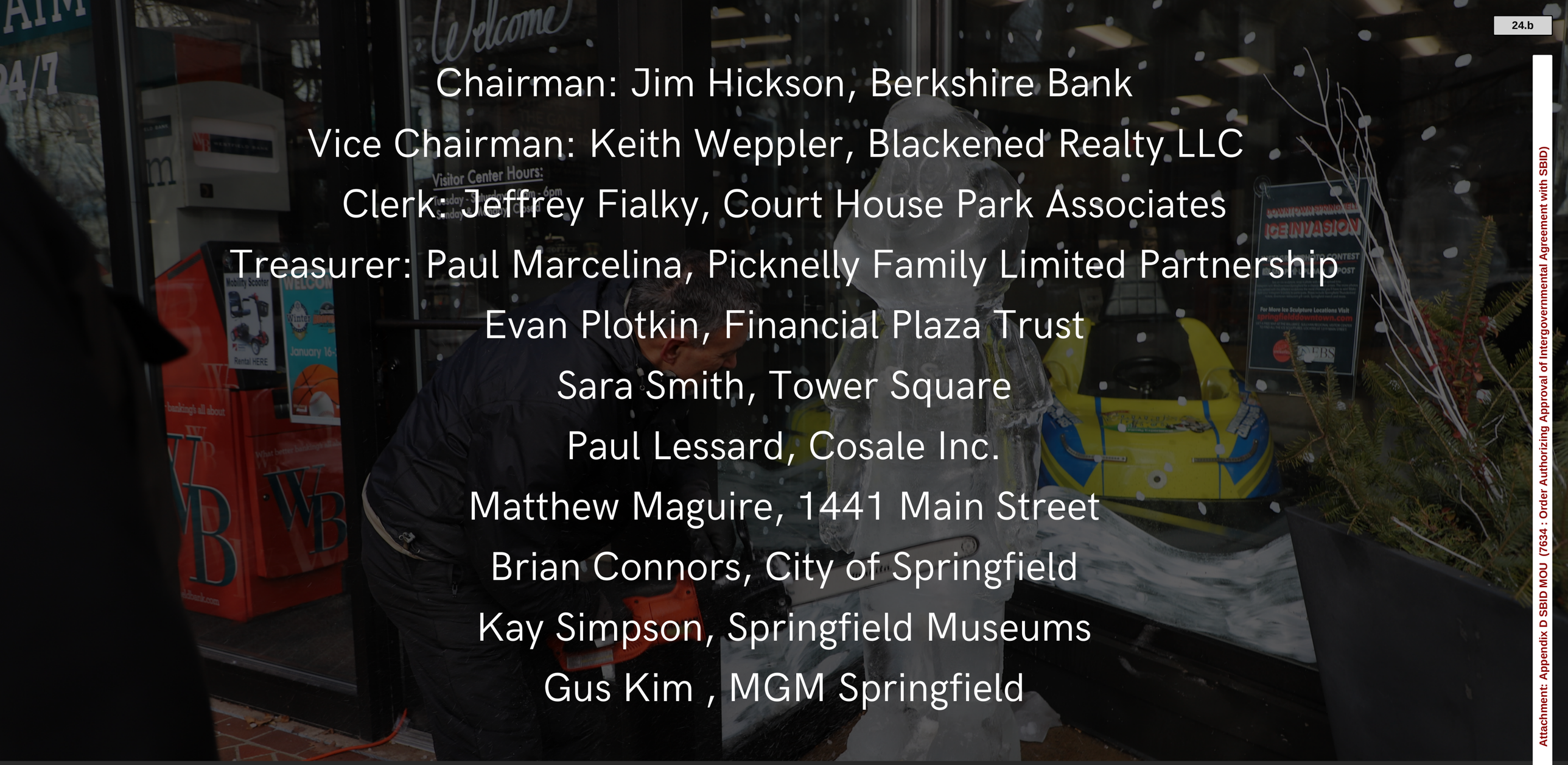
We look forward to the continued growth of not only the downtown but the City's economic and social vitality.

We thank you all for your support, trust, and confidence.

Michelle L. Grout
Interim Executive Director

A LETTER FROM OUR INTERIM DIRECTOR

Attachment: Appendix D SBID MOU (7634 : Order Authorizing Approval of Intergovernmental Agreement with SBID)



Chairman: Jim Hickson, Berkshire Bank

Vice Chairman: Keith Weppler, Blackened Realty LLC

Clerk: Jeffrey Fialky, Court House Park Associates

Treasurer: Paul Marcelina, Picknelly Family Limited Partnership

Evan Plotkin, Financial Plaza Trust

Sara Smith, Tower Square

Paul Lessard, Cosale Inc.

Matthew Maguire, 1441 Main Street

Brian Connors, City of Springfield

Kay Simpson, Springfield Museums

Gus Kim , MGM Springfield

SPRINGFIELD DOWNTOWN

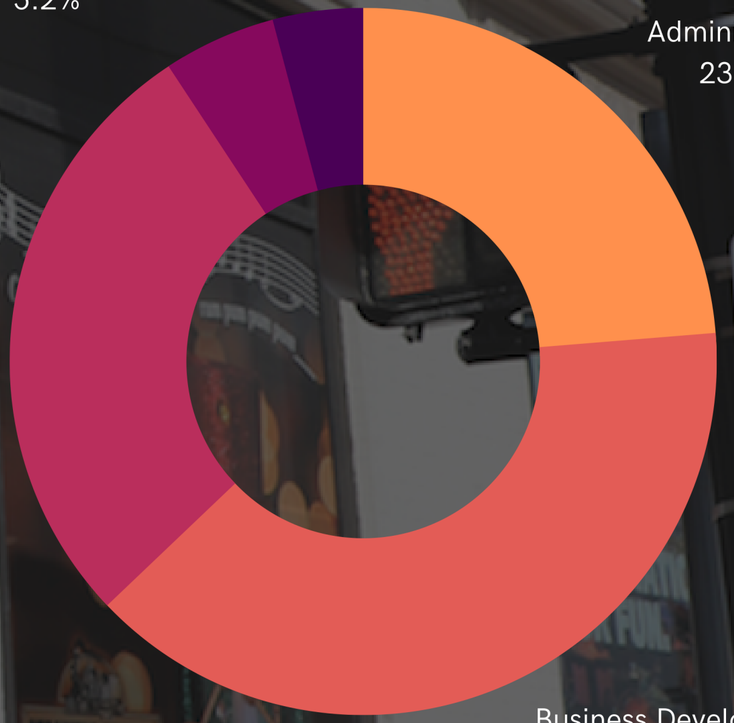
SPRINGFIELD BID BOARD OF DIRECTORS

Attachment: Appendix D SBID MOU (7634 : Order Authorizing Approval of Intergovernmental Agreement with SBID)

The SBID's mission is to facilitate growth within the downtown community and utilize resources efficiently. City revitalization will be achieved through increased marketing and visibility, partnerships with cultural organizations, keeping the streets safe and clean, improving and renewing infrastructure, and focusing on developing local business. Through these outlets, we aim to build a city which attracts a wide audience to *live, work, play, and stay.*

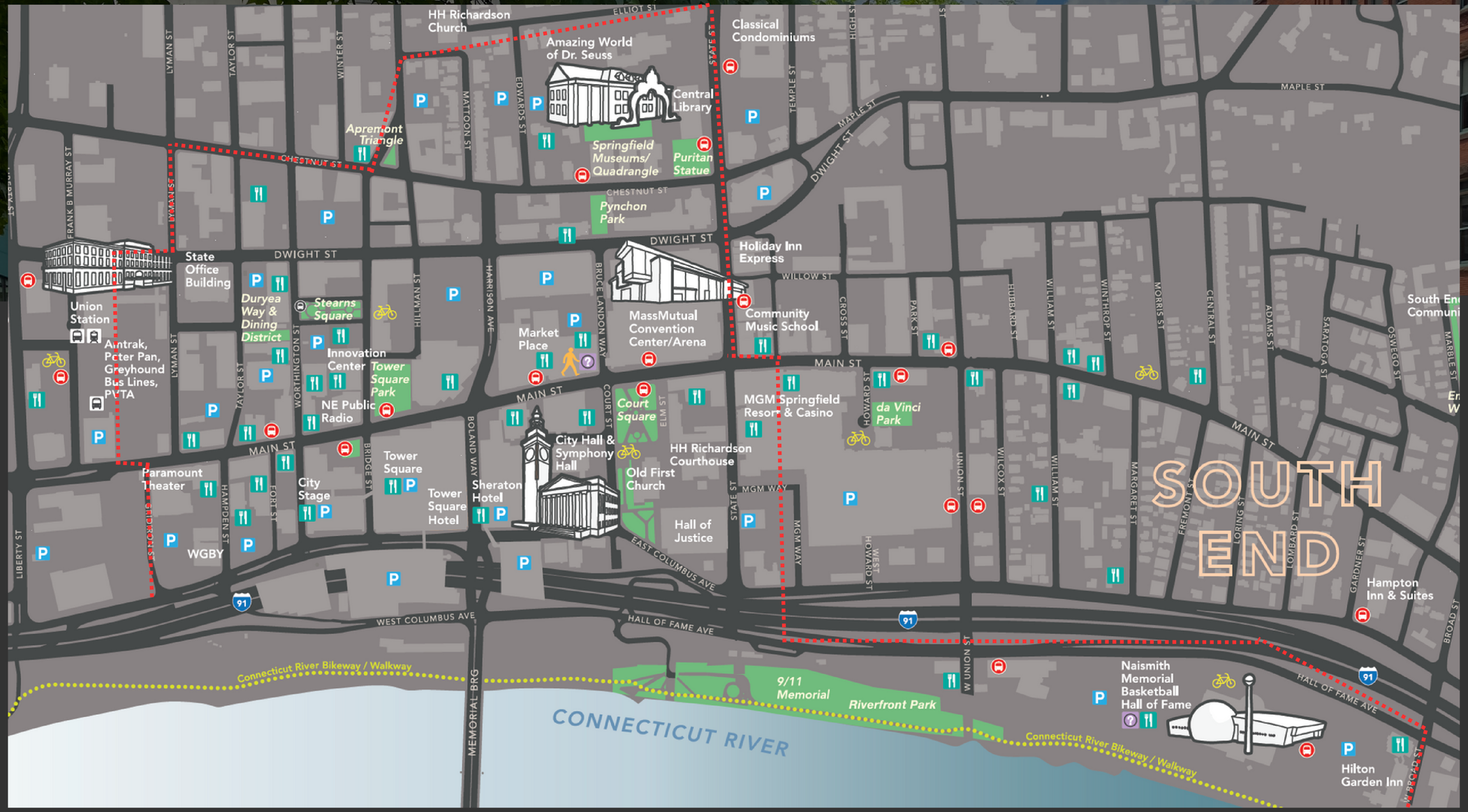
OUR MISSION

Attachment: Appendix D SBID MOU (7634 : Order Authorizing Approval of Intergovernmental Agreement with SBID)



REVENUE AND EXPENSES

Attachment: Appendix D SBID MOU (7634 : Order Authorizing Approval of Intergovernmental Agreement with SBID)



SPRINGFIELD DOWNTOWN

BID BOUNDARIES

Attachment: Appendix D SBID MOU (7634 : Order Authorizing Approval of Intergovernmental Agreement with SBID)

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COVID-19 RESPONSE

$188,515

TOTAL COVID-19 RESPONSE

- Rent subsidies were awarded to 37 businesses
- Outdoor Dining Program
- Radio, Print, Signage, Compliance Assistance
- Gift Certificate Purchase Program
- Artist, Entertainment, and Placemaking

$75,515	$60,000	$42,000	$11,000
Covid Relief Grant Round 1	Covid Relief Grant Round2	Marketing	Outdoor Dining Investment

The outline investment reflects monies distributed from 2020 to date. These funds were supported through grants sought after by and awarded to the Springfield Business Improvement District for Covid recovery.

SPRINGFIELD DOWNTOWN

5 YEAR REVIEW

Attachment: Appendix D SBID MOU (7634 : Order Authorizing Approval of Intergovernmental Agreement with SBID)

Attachment: Appendix D SBID MOU (7634 : Order Authorizing Approval of Intergovernmental Agreement with SBID)

CLEAN, SAFE, AND WELCOMING

In partnership with DPW, Police and Parks Department we provide supplemental services that keep city streets, sidewalks and parks clean, attractive and well lit. We work with these partners to share information and help ensure the best possible public interaction for all that live, work, play, and stay in the downtown.

2,375+
Ground Planters

1,500+
Hanging Baskets

1,250 TONS
Of Trash Removed

250,000+
Miles Covered By the SBID Guides

SERVICES INCLUDE:

- Power washing
- Graffiti Removal
- Street Sweeping
- Landscaping
- Event Support
- Visitor Ambassador

SPRINGFIELD DOWNTOWN

5 YEAR REVIEW

DOWNTOWN LIGHTING

The goals of the Architectural lighting Program are:

- To highlight historical architecture within Springfield's downtown metro area.
- To provide a corridor of light for night time visitors.
- To provide a level of comfort to visitors, increasing foot traffic.

OVER 50 LOCATIONS

OVER 6,500 ACORN LIGHTS REPLACED

Attachment: Appendix D SBID MOU (7634 : Order Authorizing Approval of Intergovernmental Agreement with SBID)

Living in Downtown

OVER 10,000 PEOPLE CALL DOWNTOWN HOME...

$65 Million Spent towards Market Rate Housing Developments

- Willy's Overland Lofts
- Chestnut Towers, Now Skyview Towers
- Silverbrick Lofts & Silverbrick Square

COMING SOON!

ELM COURT PROJECT

SPRINGFIELD DOWNTOWN

5 YEAR REVIEW

Attachment: Appendix D SBID MOU (7634 : Order Authorizing Approval of Intergovernmental Agreement with SBID)

Attachment: Appendix D SBID MOU (7634 : Order Authorizing Approval of Intergovernmental Agreement with SBID)

STAYING DOWNTOWN

Whether you want luxury, affordability or a little bit of both, you'll find plenty of great places to rest your head in Downtown Springfield.

1,349+ ROOMS IN THE DOWNTOWN

- Sheraton Hotel Springfield
- Holiday Inn Express Springfield
- Hilton Garden Inn Springfield
- MGM Springfield
- La Quinta Inn & Suites*
- Hampton Inn & Suites Springfield*

NEW IN 2022

SPRINGFIELD DOWNTOWN MARRIOTT

SPRINGFIELD DOWNTOWN

5 YEAR REVIEW

NEW BUSINESS UPDATE

CHASE

Most notably our district has shown resilience and as a result we have had tremendous growth and investment in the past 5 years. Pandemic aside we have opened more than a dozen new restaurants, including White Lion Brewery, Jackalope, Deweys Jazz Lounge, and The Place to Be, to name a few. It's not just restaurants we have opened, we have several new businesses, and now we welcome Chase Bank to the Neighborhood.

JACKALOPE

BAR Kaya SUSHI / RAMEN

MGM SPRINGFIELD

SWE SPRINGFIELD WINE EXCHANGE

1636. North

DEWEY'S Jazz Lounge

SHAKING CRAB

THE PLACE 2 BE

Juguitos healthy grab & go

The Artist Cafe

del Rey TAQUERIA & BAR

NORTHERN SOUL CAFE FOOD FROM THE SOUL

OSTERIA DOWNTOWN SPRINGFIELD

WHITE LION BREWING COMPANY

SPRINGFIELD DOWNTOWN

5 YEAR REVIEW

Attachment: Appendix D SBID MOU (7634 : Order Authorizing Approval of Intergovernmental Agreement with SBID)

MARKETING

We are making an effort to target and expand to the surrounding metro areas to leverage our location in hopes of inspiring others to discover and potentially relocate to Springfield.

43%

Increase in website visits compared to 2017.

103,435 vs. 72,358

172.5%

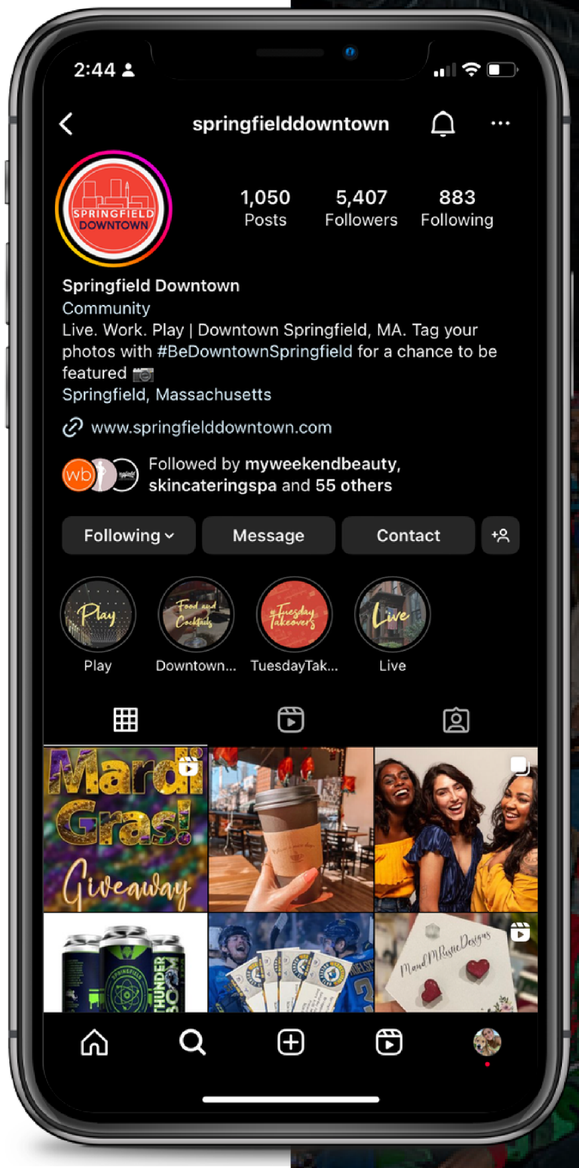
Increase of social media followers since 2017.

71.6%

Increase of weekly Springfield Downtown newsletter recipients.

4,800 vs. 8,238

Attachment: Appendix D SBID MOU (7634 : Order Authorizing Approval of Intergovernmental Agreement with SBID)



WE ARE SOCIAL, FOLLOW US!

@springfielddowntown

26,000+

5,400+

1,800+

Attachment: Appendix D SBID MOU (7634 : Order Authorizing Approval of Intergovernmental Agreement with SBID)

SPRINGFIELD DOWNTOWN

5 YEAR REVIEW

BID PROGRAMMING & COLLABORATIVE EVENTS

TOGETHER BRINGING OVER 1 MILLION+ VISITORS TO DOWNTOWN

500+
BID EVENTS

Beer Garden
Ice Invasion
Restaurant Week
Farmers' Market
Concert Series
Pub Crawl
Thunderbirds Block Parties
Worthy Beer Fest
Spirit of Springfield
Jazz & Roots Festival

500+
LOCAL ARTISTS BOOKED FOR BID EVENTS

SPRINGFIELD DOWNTOWN

5 YEAR REVIEW

Attachment: Appendix D SBID MOU (7634 : Order Authorizing Approval of Intergovernmental Agreement with SBID)

WHAT'S NEXT

Attachment: Appendix D SBID MOU (7634 : Order Authorizing Approval of Intergovernmental Agreement with SBID)

STRATEGIC PLAN

SPRINGFIELD DOWNTOWN

This strategic plan reflects the input of many shareholders and has been created to address the needs of today's Downtown as we continue to rebuild, rebound, and reinforce post pandemic.

Attachment: Appendix D SBID MOU (7634 : Order Authorizing Approval of Intergovernmental Agreement with SBID)

BUSINESS DEVELOPMENT

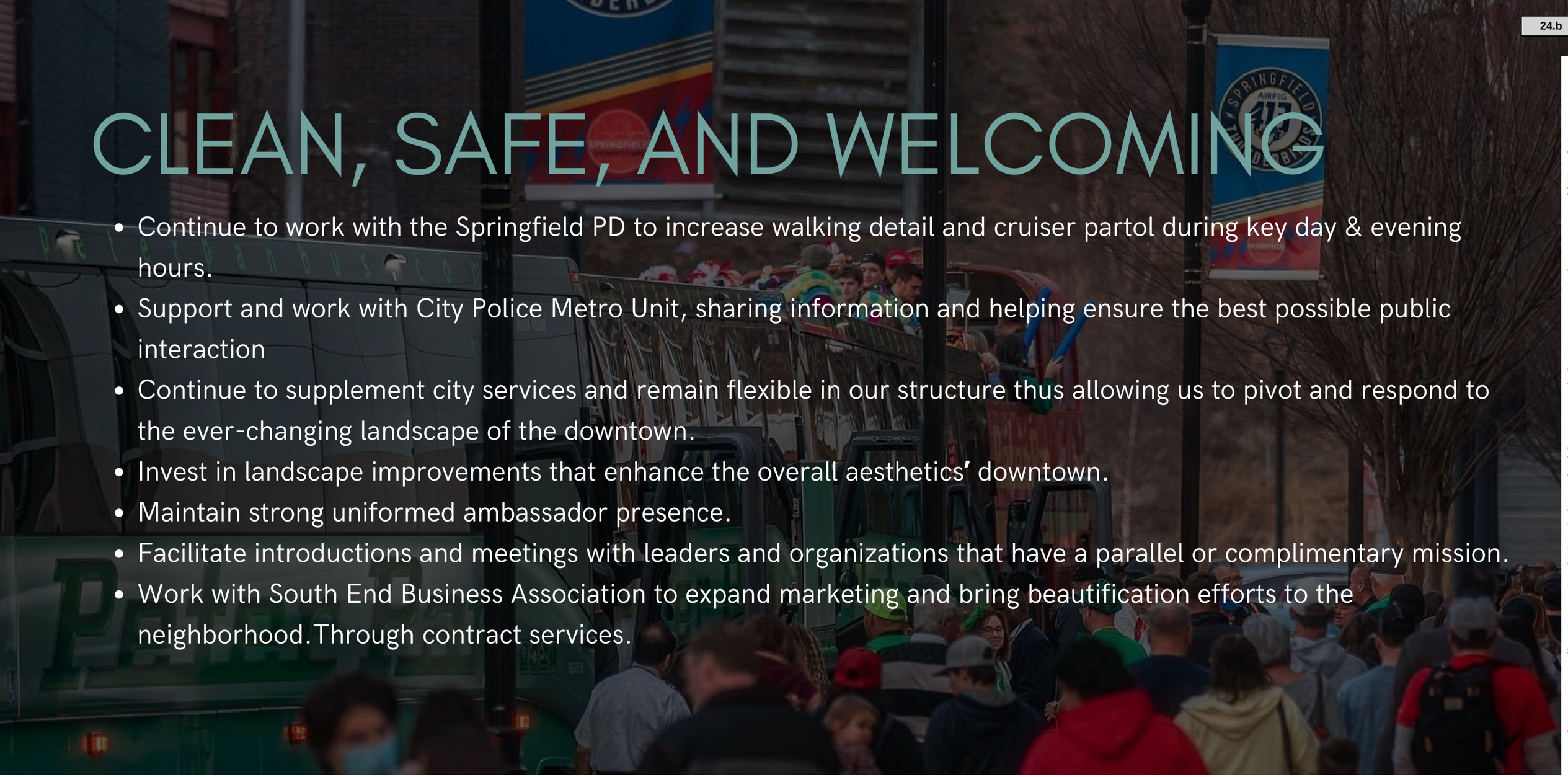
- Improve upon Shareholder relations and communication.
- Collaborate with the Mayor’s Economic Development Team and MGM to attract and support development along all of Main Street.
- Continue to develop and support the dining district by attracting new business, programing designed to attract visitors and support new and current businesses.
- Partner with community lending institutions to help support new businesses and entrepreneurs within the district by serving what has been identified as an underserved community.
- Continue to seek out funding resources to benefit the city, business owners and property owners throughout the BID.
- Strategically identify development site for potential developers and brokers to rehab or repurpose building stock.
- Partner with the city and related agencies to assess our overall environment, develop and help to implement recommendations for a uniform and visitor friendly streetscape and infrastructure.

Attachment: Appendix D SBID MOU (7634 : Order Authorizing Approval of Intergovernmental Agreement with SBID)

CAPITAL & INFRASTRUCTURE INVESTMENTS

- Continue to invest in our architectural lighting program with City agencies to bring enhanced lighting to the downtown.
- Continue to build upon relations with organizations such as Mass Development, PVPC, and Commercial brokers that will bring resources and investment to the downtown.
- Work with City Parks Department, DPW and funding sources to improve design, make improvements, and offer creative ways to maintain our investments in public spaces.
- Help property owners improve, rehabilitate or repurpose their real estate investment.
- Build upon public safety partnership with SPD, Springfield Rescue Mission, and City officials to ensure all resources are accessible and available to ensure public safety.
- Expand relations with Eversouce and Springfield DPW to ensure streets are properly well lit and identify areas in need of improvement.

Attachment: Appendix D SBID MOU (7634 : Order Authorizing Approval of Intergovernmental Agreement with SBID)



CLEAN, SAFE, AND WELCOMING

- Continue to work with the Springfield PD to increase walking detail and cruiser partol during key day & evening hours.
- Support and work with City Police Metro Unit, sharing information and helping ensure the best possible public interaction
- Continue to supplement city services and remain flexible in our structure thus allowing us to pivot and respond to the ever-changing landscape of the downtown.
- Invest in landscape improvements that enhance the overall aesthetics' downtown.
- Maintain strong uniformed ambassador presence.
- Facilitate introductions and meetings with leaders and organizations that have a parallel or complimentary mission.
- Work with South End Business Association to expand marketing and bring beautification efforts to the neighborhood.Through contract services.

Attachment: Appendix D SBID MOU (7634 : Order Authorizing Approval of Intergovernmental Agreement with SBID)

MARKETING & PUBLIC RELATIONS

- Maintain and expand partnerships with media outlets to promote downtown as the region's hub for business, retail, arts and culture.
- Seek ways to attract and build a more diverse and equitable audience reflective of our community.
- Expand advertising reach and goals beyond the region to market to metropolitan areas such as Worcester, Boston and New York.
- Create Springfield welcome materials for new business and residents.
- Expanded collaborative programming to build a broader more accessible and inclusive audience for all.
- Develop and implement bilingual resources through Springfielddowntown.com and our social media platform.
- Support other community organizations that bring all those who Live, Work & Play downtown.

Attachment: Appendix D SBID MOU (7634 : Order Authorizing Approval of Intergovernmental Agreement with SBID)

Attachment: Appendix D SBID MOU (7634 : Order Authorizing Approval of Intergovernmental Agreement with SBID)

Attachment: Appendix D SBID MOU (7634 : Order Authorizing Approval of Intergovernmental Agreement with SBID)

Reported by the Nominating Committee for terms of three (3) years each:

Evan Plotkin;

Kay Simpson;

Paul Lessard; and

James Hickson.

Reported by the Nominating Committee for terms of two (2) years each:

Paul Marcelina;

Keith Weppler; and

Brian Connors.

Reported by the Nominating Committee for terms of one (1) year each:

Sara Smith; and

Gus Kim;

Attachment: Appendix D SBID MOU (7634 : Order Authorizing Approval of Intergovernmental Agreement with SBID)

City Council

SCHEDULED

Meeting: 09/18/23 07:00 PM
Initiator: Ciara Hanlon
Sponsors: Mayor Domenic J. Sarno
DOC ID: 7635

Bills of Prior Year - Various Departments - $33,769.09 (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 ("CAFO") and his Honor the Mayor have requested authorization from the City Council that the Departments listed on the attached CAFO certification may pay bills from a previous fiscal year totaling $33,769.09; and

WHEREAS, the departments listed will make payment for unpaid bills of a previous fiscal year from their FY24 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 payments of the bills listed on the attached CAFO certification from the FY24 General Fund Departmental Operating Budgets for the expenses incurred in a previous fiscal year.

Bills of Prior Year - Various Departments - $33,769.09

City of Springfield
36 Court Street
Springfield, MA 01103

Division of Administration
and Finance

To: **Springfield City Council**

From: **TJ Plante, Chief Administrative & Financial Officer**

Date: **September 18th, 2023**

Re: **Order for Council Meeting – 09/18/23**

Cc: **Mayor Domenic J. Sarno**

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the September 18th, 2023 Council meeting, which authorizes the City to pay $33,769.09 towards bills for services renders in a prior year.

Background: This is a request to allow the below listed departments to pay previous years' bills from the current year's (FY24) operating budget. Listed below are the departments, invoices, due date, reason and amount.

09/18/23 Council Meeting

Department	Invoice #	Vendor	Date	Reason	Amount
HR	032023	Unemployment Tax Control Associates	3/31/2023	FY23 Services Rendered	$ 13,263.67
HR	042023	Unemployment Tax Control Associates	4/30/2023	FY23 Services Rendered	$ 19,523.98
HR	062023	Unemployment Tax Control Associates	6/30/2023	FY23 Services Rendered	$ 236.57
Assessors	0071280000153121	Gilman, McLaughlin & Hanrahan LLP	2/14/2023	FY22 Services Rendered	$ 462.50
TJO	019251531	Xerox Corporation	6/3/2022	FY23 Services Rendered	$ 282.37
Total					**$ 33,769.09**

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 - BOPYs (7635 : Bills of Prior Year - Various Departments - $33,769.09)

City of Springfield - Breakdown of charges March 2023

Last Four of SSN	Last Name	First Name	Claim Effective Date	MAX Potential	Monthly Charges	Category (PJP/HRG/LOW/ PTC/CREDIT/NO P/Subs	City/School
[redacted]			44913	$ 14,120.20	$ 4,011.20	under protest	C
			11/29/2022	$ 2,280.31	$ 420.31	LOW	C
			12/7/2022	$ 2,733.00	$ 684.00	LOW	C
			6/28/2020	$ 8,479.00	$ 1,388.00	LOW	C
			44010	$ 8,216.00	$ (60.00)	credits	C
			10/23/2022	$ 19,800.00	$ 3,300.00	PJP	C
			8/14/2022	$ 9,150.00	$ 1,520.00	under protest	C
			11/20/2022	$ 2,523.00	$ 157.00	LOW	C
			2/26/2023	$ 397.08	$ 397.08	PJP	C
			2/24/2023	$ 397.00	$ 406.86	VQ/BA	C
			2/28/2023	$ 4,348.00	$ 327.72	LOW	C
			5/31/2020	$ 4,862.00	$ (93.50)	credits	C
			12/4/2022	$ 3,157.00	$ 805.00	LOW	C
	Totals				**$ 13,263.67**		
	City Total	**$13,263.67**					

Attachment: BOPY - HR Outstanding Invoices_Redacted (7635 : Bills of Prior Year - Various Departments

UTCA
Unemployment Tax Control Associates

City of Springfield - Breakdown of charges April 2023

Last Four of SSN	Last Name	First Name	Claim Effective Date	MAX Potential	Monthly Charges	Category (PJP/HRG/LOW/ PTC/CREDIT/NO P/Subs	City/School
[redacted]			1/12/2023	$ 14,120.20	$ 1,840.00	under protest	C
			12/7/2022	$ 2,733.00	$ 339.00	LOW	C
			6/28/2020	$ 8,479.00	$ 347.00	LOW	C
			44010	$ 8,216.00	$ (60.00)	credits	C
			10/23/2022	$ 19,800.00	$ 2,640.00	PJP	C
			3/19/2023	$ 11,223.00	$ 2,280.00	Under Protest	C
			1/1/2023	$ 18,847.00	$ 10,517.00	Hearing Pending	C
			9/18/2022	$ 4,976.00	$ 1,070.48	PJP	C
			5/31/2020	$ 4,862.00	$ (93.50)	credits	C
			12/4/2022	$ 3,157.00	$ 644.00	LOW	C
	Totals				**$ 19,523.98**		
	City Total	**$19,523.98**					

Attachment: BOPY - HR Outstanding Invoices_Redacted (7635 : Bills of Prior Year - Various Departments

UTCA
Unemployment Tax Control Associates

City of Springfield - Breakdown of charges June 2023

Last Four of SSN	Last Name	First Name	Claim Effective Date	MAX Potential	Monthly Charges	Category (PJP/HRG/LOW/ PTC/CREDIT/NO P/Subs	City/School
[redacted]			44997	$ 19,897.00	$ 4,543.43	VQ/BA	C
			5/14/2023	$ 9,580.00	$ 982.00	PJP	C
			5/21/2023	$ 392.87	$ 392.87	PJP	C
			3/19/2023	$ 11,223.00	$ 2,280.00	Under Protest	C
			3/5/2023	$ 5,020.00	$ 479.50	STEM/PT	C
			1/1/2023	$ 18,847.00	$ 2,774.00	Hearing Pending	C
			4/9/2023	$ 8,227.15	$ 1,500.00	PJP	C
			5/31/2020	$ 4,862.00	$ (93.50)	Credits	C
	Totals				**$ 12,858.30**		
	City Total	**$12,858.30**					

Attachment: BOPY - HR Outstanding Invoices_Redacted (7635 : Bills of Prior Year - Various Departments

[redacted]			2/5/2023	$ 11,798.93	$ 2,728.00	PJP	S
			3/19/2023	$ 17,878.00	$ 2,612.00	Hearing Approved	S
			6/27/2021		$ (287.00)	Credits	S
			11/27/2022	$ 22,243.35	$ 1,670.00	under protest	S
			12/4/2022	$ 7,059.09	$ 1,756.00	under protest	S
			3/12/2023	$ 21,450.00	$ 2,860.00	Hearing Approved	S
			1/29/2023	$ 11,484.30	$ 2,692.00	Under Protest	S
			3/12/2023	$ 16,043.00	$ 2,683.52	PJP	S
			6/11/2023	$ 2,427.65	$ 284.00	Under Protest	S
			5/14/2023	$ 22,102.00	$ 3,683.75	Under Protest	S
			1/1/2023	$ 2,330.00	$ 110.00	under protest	S
			12/4/2022	$ 14,610.61	$ 1,165.91	under protest	S
			5/14/2023	$ 13,560.00	$ 904.00	Under Protest	S
			7/14/2019	$ 14,066.00	$ (131.00)	credits	S
			11/30/2022	$ 5,579.00	$ 4,160.00	Under Protest	S
			6/19/2022	$ 5,939.00	$ (1.25)	Credits	S
			4/3/2023	$ 5,192.00	$ 391.00	PJP	S
			5/21/2023	$ 3,558.00	$ 624.00	Under Protest	S
			6/26/2022	$ 14,774.00	$ 469.00	Under Protest	S
			3/12/2023	$ 16,065.00	$ (672.00)	Credits	S
			2/12/2020	$ 16,615.00	$ (1,746.00)	Credits	S
			4/23/2023	$ 3,622.05	$ 920.00	PJP	S
	Totals				**$ 26,875.93**		
	School Totals	$26,875.93					
Grand Total	**$39,734.23**						

Attachment: BOPY - HR Outstanding Invoices_Redacted (7635 : Bills of Prior Year - Various Departments

All content contained herein, including but not limited to all written materials, documents, graphs, slides, analysis, projections and handouts is considered both confidential and proprietary in nature. All such material is for the sole purpose of this meeting only, intended exclusively for specific identified recipients and may not be produced, reproduced, copied, faxed, scanned, photographed, emailed, sold, delivered, disseminated and/or distributed in any manner without the express written consent of UTCA, Inc. Any misuse and/or misappropriation of said information will be subject to prosecution to the full extent of the law both criminally and civilly.

Attachment: BOPY - HR Outstanding Invoices_Redacted (7635 : Bills of Prior Year - Various Departments

24000011

xerox

Customer Information

XEROX CORPORATION
PO BOX 660501
DALLAS TX
75266

THE EASY WAY TO ORDER SUPPLIES CALL OUR TOLL FREE NUMBER 1-800-822-2200

~~2300106400~~
Purchase Order Number

Special Reference
VMH00000X-000
Contract Number
NET 30 DAYS
Terms Of Payment

Telephone888-435-6333
Please Direct Inquiries To:
Ship To/Installed At:

CITY OF SPRINGFIELD
TJO ANIMAL CONTROL
627 COTTAGE ST
SPRINGFIELD MA
01104

Bill To:
CITY OF SPRINGFIELD
TJO ANIAMAL CONTROL
627 COTTAGE ST
SPRINGFIELD MA
01104

31-8-7946

07-07-23
Invoice Date
019251531
Invoice Number
725100895
Customer Number

Invoice

C8035H XEROX C8035H SER.# 3TX-405660

				AMOUNT
BASE CHARGE	JUNE			230.75
	METER READ	METER READ	NET COPIES	
METER USAGE	05-30-23 TO	06-30-23		
TOTAL BLACK	171572	172502	930	
TOTAL COLOR	28643	29453	810	
METER CHARGES				
TOTAL BLACK	930			
BLACK BILLABLE PRINTS	930	.007600	7.07	
TOTAL COLOR	810			
COLOR BILLABLE PRINTS	810	.055000	44.55	
NET PRINT CHARGE				51.62
1 LINE FAX	SER.# FAX-1LINE			INCL
2/3-HOLE PUNCH	SER.# FINLX-3HP			INCL
OFFICE FINISHER LX	SER.# OFC-C80			INCL
	SUB TOTAL			282.37
	TOTAL			282.37

PLEASE INITIATE AN AMENDMENT OR RENEWAL FOR YOUR EXPIRED PURCHASE ORDER 2300106400
AT THE TIME OF BILLING, NO VALID METER READ WAS AVAILABLE, SO METER USAGE WAS ESTIMATED. ANY OVERAGE/UNDERAGE WILL BE ADJUSTED ON NEXT METER INVOICE. PLEASE VISIT OUR WEBSITE AT WWW.XEROX.COM TO SUBMIT YOUR NEXT METER READ.
INVOICE FOR THE PERIODIC PAYMENT ON YOUR XEROX AGREEMENT
THIS AGREEMENT INCLUDES EQUIPMENT, MAINTENANCE AND SUPPLY CHARGES

XEROX FEDERAL IDENTIFICATION #16-0468020

Payment

PLEASE INCLUDE THIS STUB WITH YOUR PAYMENT, OR WRITE YOUR INVOICE NUMBER(S) ON YOUR CHECK.

Ship To/Installed At

Bill To

When Paying By Mail
Send Payment To:

☐ Please check here if your "Bill To" address or "Ship To/Installed At" location has changed and complete reverse side.

Invoice Amount

Attachment: BOPY - TJO Xerox Bill (7635 : Bills of Prior Year - Various Departments - $33,769.09)

xerox

Customer Information

XEROX CORPORATION
PO BOX 660501
DALLAS TX
75266

THE EASY WAY
TO ORDER SUPPLIES
CALL OUR TOLL
FREE NUMBER
1-800-822-2200

2300106400
Purchase Order Number

Special Reference
VMH00000X-000
Contract Number
NET 30 DAYS
Terms Of Payment

Telephone888-435-6333
Please Direct Inquiries To:
Ship To/Installed At:

CITY OF SPRINGFIELD
TJO ANIMAL CONTROL
627 COTTAGE ST
SPRINGFIELD MA
01104

Bill To:

CITY OF SPRINGFIELD
TJO ANIAMAL CONTROL
627 COTTAGE ST
SPRINGFIELD MA
01104

07-07-23
Invoice Date
019251531
Invoice Number
725100895
Customer Number

Invoice

C8035H XEROX C8035H SER.# 3TX-405660

TOTAL OF INVOICE MAY VARY ACCORDING TO METER USAGE BILLED

XEROX FEDERAL IDENTIFICATION #16-0468020

Payment

PLEASE INCLUDE THIS STUB WITH YOUR PAYMENT, OR WRITE YOUR INVOICE NUMBER(S) ON YOUR CHECK.

Ship To/Installed At
CITY OF SPRINGFIELD
TJO ANIMAL CONTROL
627 COTTAGE ST
SPRINGFIELD MA
01104

Bill To
CITY OF SPRINGFIELD
TJO ANIAMAL CONTROL
627 COTTAGE ST
SPRINGFIELD MA
01104

When Paying By Mail
Send Payment To:
XEROX CORPORATION
P.O. BOX 827598
PHILADELPHIA, PA
19182-7598

☐ Please check here if your "Bill To" address or "Ship To/Installed At" location has changed and complete reverse side.

Invoice Amount

PLEASE PAY
THIS AMOUNT $282.37

06-698-5920 4 725100895 019251531 07-07-23
S0000150-1 C 120122 3TX405660H-08-80-3GS0-0
04 3GSE G328 W W0225 2TC3 2 115 80

202100008070060 0192515315 0300282373 272510089518

Attachment: BOPY - TJO Xerox Bill (7635 : Bills of Prior Year - Various Departments - $33,769.09)

GILMAN, McLAUGHLIN & HANRAHAN LLP

COUNSELLORS AT LAW

VENDOR 10785

101 MERRIMAC STREET
P.O. BOX 9601
BOSTON, MASSACHUSETTS 02114

TELEPHONE (617) 227-9999
FACSIMILE (617) 227-7177
www.gilmac.com

ROBERT E. McLAUGHLIN, SR.
JOHN B. SHEVLIN, JR.
WILLIAM F. YORK
DAVID L. KLEBANOFF
ROBERT E. MORAN*
LEIGH A. McLAUGHLIN
ROBERT E. McLAUGHLIN, JR.
JOHN G. HOFMANN
JOSHUA D. KLEBANOFF

*ALSO NH

OF COUNSEL

DAVID G. HANRAHAN
MICHAEL EBY
KAREN C. WALKER
J. DAVID MORAN
DONNA E. COHEN
C. BRENDAN NOONAN, III

WALTER H. McLAUGHLIN, SR.
(1931-1994)

February 14, 2023

Our File # 007128 00001 53121 DLK

City of Springfield
36 Court Street
Springfield, MA 01103

Re: UTILITIES/NSTAR - Western Mass. Electric

PROFESSIONAL SERVICES RENDERED

01/25/22	JDK	Review amicus brief filed by AG/DPU; Review standard for amicus brief contents and facts not in evidence at ATB		
		2.25 hrs	$150.00 /hr	$337.50
06/03/22	DLK	Multiple e-mails re: SJC denying FAR		
		0.50 hrs	$250.00 /hr	$125.00
09/01/22	DLK	Call with Patrick; e-mails D Finnegan		
		0.40 hrs	$250.00 /hr	$100.00
10/04/22	DLK	Call with Patrick re: Eversource meeting and MAAO outreach; review materials sent by C Kimball and draft letter; e-mail Patrick		
		1.50 hrs	$250.00 /hr	$375.00
10/06/22	DLK	Call from Patrick		
		0.30 hrs	$250.00 /hr	$75.00
		Total fees for this matter		$1,012.50

DISBURSEMENTS AND COSTS

Total disbursements for this matter	$0.00

SUMMARY OF AMOUNTS BILLED

Klebanoff, David L.	2.70 hrs	$250.00 /hr
Klebanoff, Josh D	2.25 hrs	$150.00 /hr
TOTAL FEES	4.95 hrs	$1,012.50

Attachment: BOPY - NStar -Western Mass Electric (7635 : Bills of Prior Year - Various Departments - $33,769.09)

TOTAL DISBURSEMENTS	$0.00
TOTAL FEES AND DISBURSEMENTS	$1,012.50
TOTAL CHARGES FOR THIS BILL	**$1,012.50**

Attachment: BOPY - NStar -Western Mass Electric (7635 : Bills of Prior Year - Various Departments - $33,769.09)

City Council

SCHEDULED

Meeting: 09/18/23 07:00 PM
Initiator: Gianna Berardi
Sponsors: Mayor Domenic J. Sarno
DOC ID: 7614

Donation of Goods to the Department of Elder Affairs (Mayor Sarno)

WHEREAS, the Department of Elder Affairs has been awarded a pool table valued at $200.00 from Jose Rodriguez; and

WHEREAS, the gift provided by the donor were designated for the North End Senior Center; and

WHEREAS, the Department intends to use the gift for such purpose; and

WHEREAS, the Department seeks authorization from the City Council to accept the gift of tangible value on behalf of the City of Springfield with the Mayor's approval; 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 gift 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 approves the acceptance by the Department of the gift listed above for the purposes of such gift, subject to the approval of the Mayor, and the gift received shall be deposited with the City Treasurer and held as a separate account and may be expended for the purposes of the gift without further appropriation:

Donation of Goods to the Department of Elder Affairs

To whom it may concern:

I Jose Rodriguez donated to the North End Senior Center a pool table valued at $200.00 dollars.

For the seniors to enjoy.

Sincerely,

Jose Rodriguez

7/5/23

Attachment: Pool Table Donation -North End Sr. Center (7614 : Donation of Goods to the Department of Elder Affairs)

City Council

SCHEDULED

Meeting: 09/18/23 07:00 PM
Initiator: Gianna Berardi
Sponsors: Mayor Domenic J. Sarno
DOC ID: 7613

Thomas J. O'Connor Donations - $8,115.00 (Mayor Sarno)

WHEREAS, the Thomas J. O'Connor Animal Control and Adoption Center has been awarded donations totaling $8,115.00 from various individuals; and

WHEREAS, the funds provided by the donors were designated for the Thomas J. O'Connor Donation Fund; and

WHEREAS, the Department has accepted the donation and requests authorization from the City Council and the Mayor to expend the donation funds listed in "TJO Donations"; and

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

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

Thomas J. O'Connor Donations - $8,115.00

Thomas J.O'Connor
Animal Control & Adoption Center

TJO Donations/City Account
4/1/2023 thru 8/1/2023

TYPE OF DONATION		DONATION AMOUNT			NUMBER OF DONORS
DONATE CC-843		***TOTAL:$ 1,555.00***			**16**
4/7/23	R23-037903	50.00	ANN PARIZO	8 E MAPLE ST	EASTHAMPTON MA 010
4/18/23	R23-037970	25.00	GEORGIANNA ADAMS	873 MONTGOMERY ST	CHICOPEE MA 01013
4/22/23	R23-038000	50.00	MIKE SLOSEK	92 MEADOW ST	SPRINGFIELD MA
4/22/23	R23-038002	10.00	RICHARD WALL	26 ROBINRIDGE ST	CHICOPEE MA 01022
4/29/23	R23-038052	250.00	HENRY SUNDELL	51 PARK SLOPE	HOLYOKE MA 01040
5/5/23	R23-038088	20.00	BRENDALIZ RIVERA- APONTE	200 E DWIGHT ST #102	HOLYOKE MA 01040
5/13/23	R23-038136	100.00	JENNIFER COLUCCI	1 COOLIDGE RD	CHICOPEE MA 01013
5/20/23	R23-038184	100.00	STUART BROWN	685 THOMPSONVILLE RD	SUFFIELD CT 06078
5/28/23	R23-038220	100.00	ANA SCHWARZ	100 PIER 4 BLVD #2008	BOSTON MA 02210
6/23/23	R23-038367	100.00	JANET GLENN	17 CLARK ST	HOLYOKE MA 01040
6/24/23	R23-038370	150.00	MIRANDA O'DELL	27 MORRIS RD #B	GARRISON NY 10524
6/29/23	R23-038405	200.00	MICHAEL BECKER	124 AVERY ST	EAST LONGMEADOW M
7/3/23	R23-038429	200.00	MARIE LILJA	90 HAMPSHIRE ST	SPRINGFIELD MA 01151
7/7/23	R23-038445	100.00	DAWN SNOW-CINQ-MARS	256 OTIS RD	BLANDFORD MA 01008
7/26/23	R23-038546	50.00	NORMA BARTEE-MITCHELL	48 DAVISTON ST	SPRINGFIELD MA 01108
7/28/23	R23-038559	50.00	DOREEN JAKUBASZ	435 DIPPING HOLE RD	WILBRAHAM MA 01095
DONATE CK-842		***TOTAL:$ 6,225.00***			**8**
4/20/23	R23-037985	100.00	HIGH RIDGE REAL ESTATE	43 MEADOWBROOK RD	SPRINGFIELD MA 01129
5/6/23	R23-038091	100.00	DAVID WALDMAN	41 BRIGGS ST	SPRINGFIELD MA 01151
5/12/23	R23-038130	100.00	PATRICIA JACKMAN	42 PROSPECT ST	NORTH BROOKFIELD M
5/17/23	R23-038158	5,000.00	LINDA KOPF	20 STEARNS CT	NORTHAMPTON MA 010
5/25/23	R23-038207	500.00	JUDITH COATES	170 WALES RD	MONSON MA 01057
6/1/23	R23-038235	250.00	MARGARET DENISO	24 WANDS ST	SPRINGFIELD MA 01118
6/1/23	R23-038237	25.00	DEANNA DUNN	307 WESTFIELD RD	HOLYOKE MA 01040
6/29/23	R23-038404	150.00	DANA NALIBOFF	72 INDIAN RD	WALTHAM MA 02451
DONATECSH-842		***TOTAL:$ 335.00***			**10**
4/1/23	R23-037852	5.00	CHRISTINE FABREGAS	27 SAAB CT #307	SPRINGFIELD MA 01104
4/2/23	R23-037863	40.00	ALEX DOMINGUEZ	111 BLAINE ST	SPRINGFIELD MA 01108
4/10/23	R23-037914	20.00	RUSSELL BIRGER	64 OLD LANE RD	SPRINGFIELD MA 01129
4/13/23	R23-037937	10.00	UNKNOWN PERSON		
4/15/23	R23-037959	5.00	PATRICIA BRISTOL	185 DWIGHT RD	SPRINGFIELD MA 01108
4/15/23	R23-037960	5.00	PATRICIA BRISTOL	185 DWIGHT RD	SPRINGFIELD MA 01108
5/9/23	R23-038117	100.00	MARY DIAZ	256 S WESTFIELD ST	FEEDING HILLS MA 010
5/12/23	R23-038132	40.00	RANDALL SAUNDERS	120 HAVEN AVE	CHICOPEE MA 01013
5/13/23	R23-038140	5.00	KIMBERLY THERRIEN	654 BOSTON RD	SPRINGFIELD MA 01119
6/1/23	R23-038238	100.00	ROBERT STERNER	83 SKYLINE TER	PALMER MA 01069
6/17/23	R23-038334	5.00	JEANETTE WHEATON	11 SMITHWHEEL RD #32	OLD ORCHARD BEACH

Attachment: TJO Donation $8,115 (7613 : Thomas J. O'Connor Donations - $8,115.00)

Thomas J. O'Connor
Animal Control & Adoption Center

TJO Donations/City Account
4/1/2023 thru 8/1/2023

TYPE OF DONATION	DONATION AMOUNT	NUMBER OF DONORS

GRAND TOTAL: $ 8,115.00 ***Total Donors 34***

Attachment: TJO Donation $8,115 (7613 : Thomas J. O'Connor Donations - $8,115.00)

City Council

SCHEDULED

Meeting: 09/18/23 07:00 PM
Initiator: Gianna Berardi
Sponsors: Mayor Domenic J. Sarno
DOC ID: 7616

Springfield City Library Donation - $1,000.00 (Mayor Sarno)

WHEREAS, the Library Department has been awarded donations totaling $1,000.00 from Friends of the Springfield Library Inc.; and

WHEREAS, the funds provided by the donor were designated for the Springfield City Library Mason Square Branch; 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 Donation - $1,000.00

FRIENDS OF THE SPRINGFIELD
LIBRARY INC.
220 STATE STREET
SPRINGFIELD, MA 01103-1733

BerkshireBank

2399

53-7169/2118
1324

DATE 8/16/23

PAY
TO THE
ORDER OF Springfield City Library $ 1,000.00

One Thousand dollars 00/100 DOLLARS

THIS CHECK IS DELIVERED IN CONNECTION WITH THE FOLLOWING ACCOUNTS

To be used for the Mason Square Branch			

Mary Ann Maloney

[redacted]

Attachment: Library Donation $1,000_Redacted (7616 : Springfield City Library Donation - $1,000.00)

City Council

SCHEDULED

Meeting: 09/18/23 07:00 PM
Initiator: Gianna Berardi
Sponsors: Mayor Domenic J. Sarno
DOC ID: 7615

Springfield City Library Donation - $100.00 (Mayor Sarno)

WHEREAS, the Library Department has been awarded donations totaling $100.00 from the Pioneer Valley History Network; and

WHEREAS, the funds provided by the donor were designated for the space reservation at the Springfield City Library; 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 Donation - $100.00

8/21/23

Jamillah,

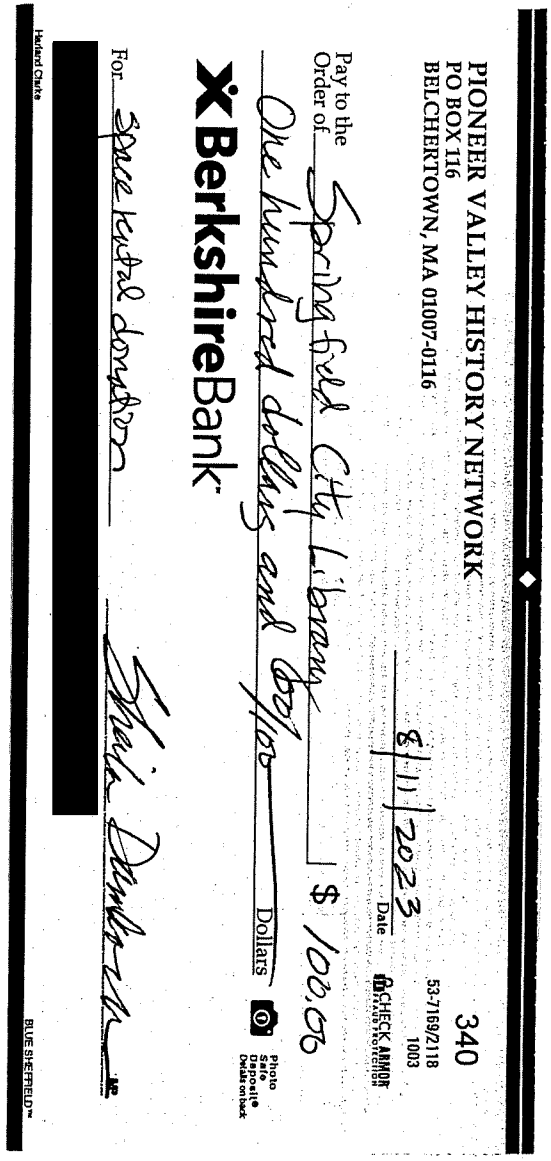
Please accept this payment from the Pioneer Valley Histo Network for the space reservation for a cancelled workshop last April.

And please also accept my apologies for such a delay — I have too many volunteer obligations and this one escaped me!

Sheila Dambruch

[redacted]

PVHN Treasurer



Attachment: Library Donation $100_Redacted (7615 : Springfield City Library Donation - $100.00)

City Council

SCHEDULED

Meeting: 09/18/23 07:00 PM
Initiator: Melvyn Altman
Sponsors: Mayor Domenic J. Sarno
DOC ID: 7624

Order Authorizing Mayor to Execute Quitclaim Deed for Sale of 58 Itendale St. to Concerned Citizens for Springfield, Inc. for Consideration of $5,000.00 (Mayor Sarno)

WHEREAS, on January 31, 2019, the City of Springfield acquired title to land, with building thereon known, as 58 Itendale St. (Parcel-ID #07000-0012) containing about 5,000 square feet (hereinafter "the Property") through tax title foreclosure proceedings in Land Court;

WHEREAS, the Tax Title Custodian determined that the Property is not needed for general municipal purposes; and

WHEREAS, the Office of Procurement solicited requests for proposals for the purchase and redevelopment of the Property pursuant to RFP (Bid) Number 23-034; and

WHEREAS, the Mayor upon the recommendation of the City's RFP Review Committee has accepted the proposal submitted by Concerned Citizens For Springfield, Inc. (hereinafter "the Developer") with a bid of Five Thousand and 00/100 Dollars ($5,000.00), and

WHEREAS, the Developer will rehabilitate the Property, pursuant to Federal Housing Quality Standards, to be completed within one year of transfer of title; and

WHEREAS, the Developer agrees that after rehabilitation is completed and approved by the City of Springfield Office of Housing, it will sell the Property to an owner who shall use it as a principal place of residence for a period not less than fifteen (15) years solely as a single-family home.

NOW THEREFORE BE IT ORDERED, that the Mayor be and is hereby authorized in the name of and on behalf of the City of Springfield to execute and deliver a quitclaim deed to Concerned Citizens For Springfield, Inc. for the transfer of title to 58 Itendale Street for consideration of Five Thousand and 00/100 ($5,000.00).

City Council
36 Court Street
Springfield, MA 01103

ADOPTED

ORDINANCE 2023-4

Meeting: 09/18/23 07:00 PM
Department: Historical Commission
Category: General
Prepared By: Alvin Allen
Initiator: Alvin Allen
Sponsors: Ward 1 City Councilor Maria Perez
DOC ID: 7546

Amending Chapter 49 Article Ii, Section 49-5 of the Revised Ordinances of the City of Springfield, as Amended, by Inserting New Language

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

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

"CHAPTER 49 section 49-5 - Quadrangle-Mattoon Street Historic District

There is established under the provisions of and in accordance with the Historic Districts Act, so-called, as mentioned in this chapter, the Quadrangle-Mattoon Street Historic District as shown on the map labeled Exhibit 27-2A, entitled "Quadrangle-Mattoon Street Historic District"; said map to be considered a part of this chapter. In accordance with Section 8, Paragraph b of said Historic Districts Act, so-called, the authority of said Commission shall, however, be limited so as not to extend to any buildings, structures or properties located within the District however owned or controlled by the Springfield Library and Museum Association and Roman Catholic Bishop of the Diocese of Springfield. Notwithstanding the above, the limitation set forth herein shall not apply to 220 State Street (also known as the "Springfield Science Museum"), 222 State Street (also known as the "George Walter Vincent Smith Art Museum") or 49 Chestnut Street (also known as the "D' Amour Museum of Fine Arts").

2. The effective date for the amendment listed above shall be September 18, 2023.

Approved as to form,

Associate City Solicitor

49 Chestnut Street (D'Amour MoFA): Request for removal of district exemption

HISTORY:

07/17/23	**City Council**	**ADOPTED**

SPRINGFIELD MUSEUMS™
ART • HISTORY • SCIENCE • SEUSS IN SPRINGFIELD

May 18, 2023

Vincent Walsh, Chair
Springfield Historical Commission
The Office of Planning and Economic Development
70 Tapley Street, Springfield, MA 01104

Dear Vincent and Commissioners,

I am writing to request that the exemption instated upon the D'Amour Museum of Fine Arts in 1972 be removed so that the building is protected as part of the Quadrangle Mattoon Street Historic District. The Springfield Community Preservation Association (CPA) requires this type of historic protection on the buildings that their funding supports. We have been awarded a grant from the CPA and would like to see this exception removed so that we fulfill the requirements associated with the use of these generous funds. We are also happy to know that being part of the Quadrangle Mattoon Street Historic District will provide protection for this cherished and historic building for decades to come.

Thank you for your help in removing this exemption. Please let me know if there is anything you need from my colleagues or I to proceed.

Sincerely,

Kay Simpson

Kay Simpson, President/CEO
Springfield Museum

Attachment: Exemption Removal Request (ORD-2023-4 : Amending Ordinance Chapter 49 Article II Section 49-5)

SPRINGFIELD•HISTORICAL•COMMISSION
70 Tapley Street
Springfield, MA 01104

June 16, 2023

Springfield City Council
36 Court Street
Springfield, MA 01103

Re: D'Amour Museum of Fine Arts, 49 Chestnut Street, Springfield, MA

Dear City Council Members:

I am writing to you on behalf of the Springfield Historical Commission regarding the Springfield Museums request to remove an exemption from one of their museums, the D'Amour Museum of Fine Arts. The proponent made the request at our meeting on Thursday, June 15, 2023 and the Commission voted unanimously to support the status removal.

The Springfield Museums are requesting this exemption removal in order to be placed under the controls and guidelines of the Quadrangle-Mattoon Local Historic District as a condition of receiving Community Preservation Act funds. This year, the Community Preservation Committee recommended, and City Council approved, funding for the D'Amour Museum of Fine Arts for a proposal to clean the exterior limestone and to perform an in-kind replacement of the original steel frame windows. Therefore, a condition was added that the Springfield Museums would be required to remove its exempt status from the structure in order for it to be under the same exterior controls as the other properties within the district.

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

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

Sincerely,

Vincent Walsh

Vincent Walsh
Commission Chairman

Attachment: Letter to City Council on D'Amour Museum of Fine Arts (ORD-2023-4 : Amending Ordinance Chapter 49 Article II Section 49-5)

To amend Chapter 45 Article II, section 49-5
"In accordance with Section 8, Paragraph b of said Historic Districts Act, so-called, the authority of said Commission shall, however, be limited so as not to extend to any buildings, structures or properties however owned or controlled by the Springfield Library and Museum Association and Roman Catholic Bishop of the Diocese of Springfield."

The following language should be added to the end of the paragraph:
“Notwithstanding the above, the limitation set forth herein shall not apply to 220 State Street (also known as the “Springfield Science Museum”), 222 State Street (also known as the “George Walter Vincent Smith Art Museum”) or 49 Chestnut Street (also known as the “D’ Amour Museum of Fine Arts”).”

Attachment: Letter to City Council on D'Amour Museum of Fine Arts (ORD-2023-4 : Amending Ordinance Chapter 49 Article II Section 49-5)

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

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

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

There is established under the provisions of and in accordance with the Historic Districts Act, so-called, as mentioned in this chapter, the Quadrangle-Mattoon Street Historic District as shown on the map labeled Exhibit 27-2A, entitled "Quadrangle-Mattoon Street Historic District"; said map to be considered a part of this chapter. In accordance with Section 8, Paragraph b of said Historic Districts Act, so-called, the authority of said Commission shall, however, be limited so as not to extend to any buildings, structures or properties located within the District however owned or controlled by the Springfield Library and Museum Association and Roman Catholic Bishop of the Diocese of Springfield. Notwithstanding the above, the limitation set forth herein shall not apply to 220 State Street (also known as the "Springfield Science Museum"), 222 State Street (also known as the "George Walter Vincent Smith Art Museum") or 49 Chestnut Street (also known as the "D' Amour Museum of Fine Arts").

2. The effective date for the amendment listed above shall be September 18, 2023.

Approved as to form,

Associate City Solicitor

Attachment: Amended Ordinance Chapter 49 Section 49-5- Draft (002) (ORD-2023-4 : Amending Ordinance Chapter 49 Article II Section 49-5)

City Council

SCHEDULED

Meeting: 09/18/23 07:00 PM
Initiator: Lindsay B. Hackett
Sponsors: Mayor Domenic J. Sarno
DOC ID: 7582

Appropriation Order for Taking Damages for a Portion of 90-120 Tapley Street (Mayor Sarno)

Appropriation Order for Taking Damages for a Portion of 90-120 Tapley Street in the Amount of $450,000.00

In the City of Springfield
August 21, 2023

WHEREAS, the Department of Public Works has requested that the Springfield City Council approve an Order of Taking authorizing an eminent domain partial permanent taking of a certain northern locus portion of a parcel of real property in Springfield, Massachusetts known as 90-120 Tapley Street as more particularly described in the Order of Taking which has been filed with the City Council; and

WHEREAS, such takings are necessary to obtain fee simple rights to the northern locus portion of the subject property which is required for critical municipal public purposes including 1.) supplying parking and storage space for supplies and equipment necessary for essential Public Works operations out of 70 Tapley Street (an abutting property, serving as the City's Municipal Operations Center), and 2.) operation of municipal vehicles used for snow removal, trash collection, and emergency services. The purposes set forth above shall be known herein as the "Project"; and

WHEREAS, the City has determined that the location and configuration of the rear portion of the 90 Tapley Street property, more specifically the area North of the building on site, makes it unique and ideal for use for regular and emergency DPW operations, as the 70 Tapley Street, Municipal Operations Center, does not have sufficient space for the parking, storage, scales, and large vehicle maneuvering required for DPW operations (all of which are essential); and

WHEREAS, the City obtained appraisals of the value of the property rights involved in the partial permanent taking and requests the City Council to appropriate the funds necessary to compensate the property owners for the eminent domain taking of said property rights; and

WHEREAS, the City will use the funds herein appropriated for the purpose of paying the award of damages to the property owner in the amount of Four Hundred Fifty Thousand Dollars ($450,000.00), to be paid from the FY24 Pay-Go Account; and

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 for purposes of compensating the property owner for the proposed eminent domain taking of as 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; and

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 Four Hundred Fifty Thousand Dollars ($450,000.00) for the payment of damages for the anticipated permanent partial taking of the northern locus portion of 90-120 Tapley Street, Springfield, Massachusetts, as described in the Order of Taking, to obtain the fee simple rights to the locus needed for the Project, to be paid from the following account:

From: FY24 Pay-Go Account

Account #01133-580100-90TAP - $450,000.00

Real Estate Appraisal Report

Of

90–120 Tapley Street
Springfield, MA

Our File: 23Springfield90TapleySt

Date of Value:

April 21, 2023

Prepared For:

Thomas D. Moore Esq.
Associate City Solicitor
City of Springfield Law Department
36 Court Street, 2nd floor
Springfield, Massachusetts 01103

Prepared By:

Realty Advisors
785 Williams Street, #128
Longmeadow, Massachusetts, 01106

Date of Report: June 9, 2023

Attachment: 23Springfield90TapleyPlusLand (7582 : Appropriation Order for Taking Damages for a Portion of 90-120 Tapley Street)

Realty Advisors
Commercial Real Estate Valuation
785 Williams Street, #128. • Longmeadow, MA 01106 • Phone (413) 565-2220 • jfish11@msn.com • realtyadvisors-ma.com

Attachment: 23Springfield90TapleyPlusLand (7582 : Appropriation Order for Taking Damages for a Portion of 90-120 Tapley Street)

June 9, 2023

Thomas D. Moore Esq.
Associate City Solicitor
City of Springfield Law Department
36 Court Street, 2nd floor
Springfield, Massachusetts 01103

Re: Real Estate Appraisal Report
Full and Partial Taking Analysis
90-120 Tapley Street
Springfield, MA

At your request, we have examined the above captioned property for the purpose of estimating the "as is" market value of the fee simple estate as of April 21, 2023. The intended use of this report is for internal decision making for possible purchase or eminent domain taking. The intended user is the City of Springfield Law Department. This report is an expanded analysis of the subject property to included a partial taking analysis.

The subject property consists of an industrial building situated on 2.52 acres of land. The property fronts Tapley Street in the Bay neighborhood of Springfield. The Springfield Department of Public Works building abuts the subject property to the west.

No known environmental study has been done to determine to what extent, if any, soil contamination may have occurred at the property. This appraisal report and the value estimates contained herein assume no potential liability resulting from any soil contamination due to the storage of hazardous waste material and/or chemical spills which may have occurred on this property over the years. No evidence of contamination or hazardous material used in the construction or maintenance of any improvements was observed on the date of our inspection. The appraiser, however, is not qualified to detect such substances, including the existence of urea-formaldehyde, radon gas, foam insulation, asbestos, or other potentially hazardous waste material that may have an effect on the value of the property.

Thomas D. Moore Esq. June 9, 2023

Based on our analysis of the real estate market the subject property is estimated to have the following fee simple market value as of the date of appraisal:

Final Market Value Estimate
$2,080,000
(Fee Simple Market Value of entire property)

Final Market Value Estimate
($450,000)

(Loss in Market Value Caused by Partial Taking of Rear Land)

Respectfully Submitted,

James F. Fisher, MAI
Certified General Appraiser
Massachusetts Lic. # 325

Ryan Johnson
Certified Residential Appraiser
Massachusetts Lic. # 75510

Attachment: 23Springfield90TapleyPlusLand (7582 : Appropriation Order for Taking Damages for a Portion of 90-120 Tapley Street)

Executive Summary

Property Location:	90-120 Tapley Street, Springfield, MA
Purpose of Appraisal:	Estimate Market Value of the Fee Simple Estate Estimate Loss in Market Value Caused by Partial Taking
Intended Use of Appraisal:	Internal decision making for possible purchase or eminent domain taking
Date of Appraisal:	April 21, 2023
Land Area:	2.52 Acres
Property Type:	Industrial
Zoning:	Industrial A
Assessment and Tax Data:	See Text
Highest and Best Use:	See Text
Owner of Record:	90 Tapley, LLC, New York, NY

VALUE INDICATIONS

Cost Approach .....n/a
Direct Sales Comparison Approach $1,950,000
Income Approach to Value $2,080,000

Final Market Value Estimate
(Fee Simple)
$2,080,000

VALUE INDICATIONS

Cost Approach .....n/a
Direct Sales Comparison Approach .....($450,000)
Income Approach to Value .....n/a

Final Market Value Estimate
($ 450,000)

(Loss in Market Value Caused by Partial Taking of Rear Land)

Attachment: 23Springfield90TapleyPlusLand (7582 : Appropriation Order for Taking Damages for a Portion of 90-120 Tapley Street)

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Attachment: 23Springfield90TapleyPlusLand (7582 : Appropriation Order for Taking Damages for a Portion of 90-120 Tapley Street)

1. Northerly view of the subject property.

2. Northerly view of the subject property.

Attachment: 23Springfield90TapleyPlusLand (7582 : Appropriation Order for Taking Damages for a Portion of 90-120 Tapley Street)

3. Westerly view of the subject property.

4. Westerly view of the subject property.

Attachment: 23Springfield90TapleyPlusLand (7582 : Appropriation Order for Taking Damages for a Portion of 90-120 Tapley Street)

5. Easterly view of the subject property.

6. Westerly view of the east side of the building.

Attachment: 23Springfield90TapleyPlusLand (7582 : Appropriation Order for Taking Damages for a Portion of 90-120 Tapley Street)

7. Northerly view of the subject building view from Tapley Street.

8. Southerly view of the subject property.

Attachment: 23Springfield90TapleyPlusLand (7582 : Appropriation Order for Taking Damages for a Portion of 90-120 Tapley Street)

9. Southerly view of the subject property.

10. Westerly view of the subject property.

Attachment: 23Springfield90TapleyPlusLand (7582 : Appropriation Order for Taking Damages for a Portion of 90-120 Tapley Street)

11. Northerly view of the subject property.

12. Easterly view of the subject property.

Attachment: 23Springfield90TapleyPlusLand (7582 : Appropriation Order for Taking Damages for a Portion of 90-120 Tapley Street)

13. Northerly view of the subject property.

14. Southerly view of the scale.

Attachment: 23Springfield90TapleyPlusLand (7582 : Appropriation Order for Taking Damages for a Portion of 90-120 Tapley Street)

15. Northerly view of the northerly section of the subject property.

16. Westerly view of the subject property.

Attachment: 23Springfield90TapleyPlusLand (7582 : Appropriation Order for Taking Damages for a Portion of 90-120 Tapley Street)

17. Westerly view of the subject property.

18. Southerly view of subject property and adjacent DPW facility.

Attachment: 23Springfield90TapleyPlusLand (7582 : Appropriation Order for Taking Damages for a Portion of 90-120 Tapley Street)

Identification of the Property

The subject property consists of a 36,097 square foot industrial building situated on 2.52 acres of land. The assessor's parcel ID # is 114150008 and the most recent deed and legal description is recorded in the Hampden County registry of Deeds in Book: 24661, Page: 161. The subject property is owned by 90 Tapley, LLC, New York, NY and is located on Tapley Street in the Bay neighborhood of Springfield.

Intended Use of the Appraisal

The purpose of our analysis in this report is to estimate the market value of the fee simple interest in the subject property. In addition, we have examined the loss in market value to the property if the rear land currently leased to the City of Springfield is taken by eminent domain. The intended use of this report is for internal decision making for possible purchase or eminent domain taking purposes.

Legal Description / History

The most recent transfer of the subject property was recorded in the Hampden County Registry of Deeds on March 9, 2023 in Book 24932 Page 208. The sale price was $10. The transfer is between related entities controlled by Uri Mermelstein and Joseph Yushuvayev.

The previous transfer of the subject property was recorded in the Hampden County Registry of Deeds on July 29, 2022 in Book 24661 Page 161 for $1,695,000. The property was transferred from 90 Tapley, LLC (Ronald and Peter Gordenstein) to 90 Tapley, LLC New York, NY (Uri Mermelstein and Joseph Yushuvayev). This appears to have been an arm's-length transaction. On the date of sale, the property was encumbered by a lease agreement with the City of Springfield which expires on 09/30/2023.

Subsequent to the sale, improvements were either made of were in the process of being completed in April of 2023. According to building permit records, the cost of the improvements are $234,483. The improvements were made to prepare the space for a new tenant (L&W Supply). We were not provided the terms of this lease for this assignment.

On December 3, 2021, the property was transferred from Peter B. Gordenstein and Ronald S. Gordenstein to 90 Tapley, LLC for $1.00. the deed is recorded in Book 24324 Page 87 of the Hampden County Registry of Deeds. The recording date was December 23, 2021.

The subject property was offered for sale in 2021. Per LoopNet listing ID # 24725200, the subject's listing was created on 12/27/2021. No listing price or cancellation date is noted – subject not currently on the market. The subject does not appear to have been offered for sale or lease in any other capacity within the three years preceding this assignment. A title search and legal study is beyond the scope of this assignment and outside our area of expertise and the appraisers assume no responsibility as such.

Attachment: 23Springfield90TapleyPlusLand (7582 : Appropriation Order for Taking Damages for a Portion of 90-120 Tapley Street)

Interest Appraised

The property right being appraised is the Fee Simple Estate.

Fee Simple is defined as "Absolute ownership unencumbered by any other interest or estate; subject only to the limitations imposed by the government powers of taxation, eminent domain, escheat, police power and escheat."

Source: Dictionary of Real Estate Appraisal, 7th Ed., The Appraisal Institute, Chicago, IL 2022.

Definitions

Market Value

Under established law, the criterion for just compensation is the *market value* of the property taken. The courts in the Commonwealth of Massachusetts have defined market value, as used in eminent domain proceedings, as:

> "The highest price, in terms of money, which a hypothetical willing buyer would pay a hypothetical willing seller in an assumed free and open market, with neither party being under any obligation or compulsion to buy or sell".[1]

This appraisal has been conducted under the jurisdiction of the Commonwealth of Massachusetts and therefore the definition of market value as determined by the courts of the Commonwealth of Massachusetts has been herein utilized.

[1] Epstein V. Boston Housing Authority, (1944) 58 N.E. 2nd 135, 317 Mass. 297

Eminent Domain - "The right of government to take private property for public use upon the payment of just compensation."

Just Compensation - "In condemnation, the amount of loss for which a property owner is compensated when his or her property is taken; should put the owner in as good a position peculiarly as he or she would have been if the property had not been taken

Condemnation - "The act or process of enforcing the right of eminent domain."

Partial Taking - "The taking of part of a property for public use under the power of eminent domain; requires the payment of compensation."

Remainder - "In condemnation, that portion of a larger parcel remaining in the ownership of the property owner after a partial taking."

Attachment: 23Springfield90TapleyPlusLand (7582 : Appropriation Order for Taking Damages for a Portion of 90-120 Tapley Street)

Definitions (continued)

Severance Damages - "(***See Damages)***

> **Damages** – "**1**. Money claimed by, or ordered to be paid to, a person as compensation for loss or injury. (Black's)
>
> **2.** in condemnation, the loss in value to the remainder in a partial taking of property. Generally, the difference between the value of the whole property before the taking and the value of the remainder after the taking is the measure of the value of the part taken and the damages to the remainder. Note that different regions of the country and different courts may use terms such as *consequential damages* and *severance damages* differently.
>
> **3.** In other types of suits for trespass or nuisance, for example, in determining the effect of adverse environmental conditions on property prices, values, or use and enjoyment, a loss in value that may be quantified as the difference between the unimpaired value and the value of the property as is."

Larger Parcel In governmental land acquisitions and in valuation of charitable donations of partial interests in property such as easements, the tract or tracts of land that are under the beneficial control of a single individual or entity and have the same, or an integrated, highest and best use. Elements for consideration by the appraiser in making a determination in this regard are contiguity, or proximity, as it bears on the highest and best use of the property, unity of ownership, and unity of highest and best use. In most states, unity of ownership, contiguity, and unity of use are the three conditions that establish the larger parcel for consideration of severance damages. In federal and some state cases, however, the contiguity is sometimes subordinated to unity use.

Dictionary of Real Estate Appraisal, 6th Edition, Appraisal Institute, 2015

Marketing / Exposure Period

Reasonable Marketing Time - The Reasonable Marketing Time for a property is the amount of time necessary to sell a property interest and achieve a sale price consistent with the final value estimate during the period immediately *after the effective date of appraisal.* In our opinion, the Reasonable Marketing Time is less than 12 months.

Reasonable Exposure Time - Reasonable Exposure Time is the length of time a property would have been offered on the market *prior to the hypothetical consummation of a sale* at the market value conclusion. Both definitions assume that an appropriate and competent marketing program will be implemented by a professional brokerage/marketing agent. The Reasonable Exposure time is also estimated at less than 12 months.

Attachment: 23Springfield90TapleyPlusLand (7582 : Appropriation Order for Taking Damages for a Portion of 90-120 Tapley Street)

Personal Property Included in Appraisal

Personal property is not included in any of the market value conclusions cited in this report.

Date of Valuation

The effective date for the market value estimate is April 21, 2023.

Scope of Work

The scope of our engagement included the following:

- An exterior inspection of the subject property was completed by James Fisher on February 8, 2023 and April 21, 2023. The date of valuation is April 21, 2023. The appraisers were not allowed access to the interior of the building.
- A structural report was not available. Building permit records for the subject property were reviewed for this assignment.
- Mr. Fisher and Mr. Johnson researched comparable sales and rental activity in the subject and competing locations. The research included researching data from Internet sites, real estate rental publications, town records, owners and managers of properties and real estate brokers.
- An analysis of market rent was completed for this assignment.
- A vacancy study was completed for this analysis.
- The Hampden County Registry of Deeds was relied on for information regarding the subject property, comparable sales, and general market data. City officials, local real estate brokers and property owners were contacted during our research. Research of the local market utilizing MLSPin identified a number of comparable office properties from which a reliable indication of value could be formed. The Department of Employment and Training, the final 2010 and 2020 Federal Census Reports, as well as the local chamber of commerce were relied upon for community, neighborhood, employment, and market data.
- Preparation of a narrative appraisal report providing a description of the property appraised, an explanation of the valuation methodology, and employing the Sales Comparison Approach and Income Approach to Value.

Attachment: 23Springfield90TapleyPlusLand (7582 : Appropriation Order for Taking Damages for a Portion of 90-120 Tapley Street)

Community Data Summary

The City of Springfield is located in the Connecticut River Valley region of Western Massachusetts, in the south-central portion of Hampden County. The County has a 2020 population of 465,825 persons according to the 2020 census. Springfield is also located some 25 miles north of Hartford Connecticut, an industrial and financial urban center with a MSA population of over 1,000,000 people. The City of Springfield is bordered to the west by the Connecticut River, town of Agawam and West Springfield, to the north by Chicopee and Ludlow, to the east by Wilbraham and to the south by East Longmeadow and Longmeadow. The City of Springfield is the economic, financial, educational, cultural and transportation center of the Pioneer Valley region in Western Massachusetts. The city encompasses 31.87 square miles, and as of the 2020 census, had a population of 155,929, (4,939 persons per square mile).

The city's downtown is compact, located along its western fringe and centered on Main Street, parallel to I-91, immediately east of the Connecticut River. The remainder of the city is divided into various residential neighborhoods offering a variety of housing options from densely concentrated urban multi-family units to extensive single-family neighborhoods.

AREA DEMOGRAPHICS

	Population 2020	Growth 2010-2020	Unemployment December 2022	Median Household Income 2021
Southwick	9,232	-2.8%	3.1%	$100,337
Springfield	**155,929**	**1.9%**	**5.8%**	**$43,308**
West Springfield	28,835	1.6%	3.7%	$60,023
Agawam	28,692	0.9%	3.3%	$78,619
Chicopee	55,560	0.5%	4.3%	$56,509
Westfield	40,834	-0.6%	3.3%	$73,692
Hampden County	465,825	0.5%	4.3%	$61,310

Springfield experienced an increase in population between 2010 and 2020 that exceeded the county wide average as well as the average of all the sampled communities. The unemployment rate is significantly higher in Springfield than the county median. Springfield's median household income is below the county average and is the lowest of the sampled towns reflecting the high concentration of lower wage earners and non-working poor in the city's older, multi-family housing stock.

In 2018, MGM Resorts International opened its casino in the South End Neighborhood of Downtown Springfield. The casino features a gaming area, parking garage, hotel, spa, shops, restaurants and movie theater. The casino is located between State Street and Union Street and Main Street and East Columbus Avenue. The development was designed to stimulate development of other nearby properties. The casino also compliments the MassMutual Center across the street which is a convention center, concert arena, and home to the Springfield Thunderbirds AHL hockey team.

Attachment: 23Springfield90TapleyPlusLand (7582 : Appropriation Order for Taking Damages for a Portion of 90-120 Tapley Street)

Community Data (continued)

The Basketball Hall of Fame is located within the city limits along the Connecticut River. The City of Springfield acquired the necessary land and coordinated the development of a new exhibit hall and retail space along the riverfront which opened in October 2002. A 120 room Hilton Garden Inn was completed adjacent to the Hall of Fame in 2002. A new hotel broke ground on East Columbus Avenue was completed in 2015. A number of buildings were demolished near East Columbus Avenue for automotive use as Balise and other businesses expand their operations.

The city offers numerous cultural and recreational activities to the region. The Springfield Symphony Orchestra, the City Stage performing Arts Center, the Quadrangle with its four museums and the Springfield City Library are primarily located in the central business area. Construction was on a new Convention Center and the upgraded, newly named; Mass Mutual Center was reopened in 2006. Redevelopment of Union Station in the north blocks of downtown Springfield was completed in 2017.

A new federal courthouse at State and Elliot Streets in downtown Springfield was completed in 2010. The City is also the home of Springfield College, American International College, Western New England College, and Springfield Technical Community College. Nine other colleges are located less than 25 minutes from the city.

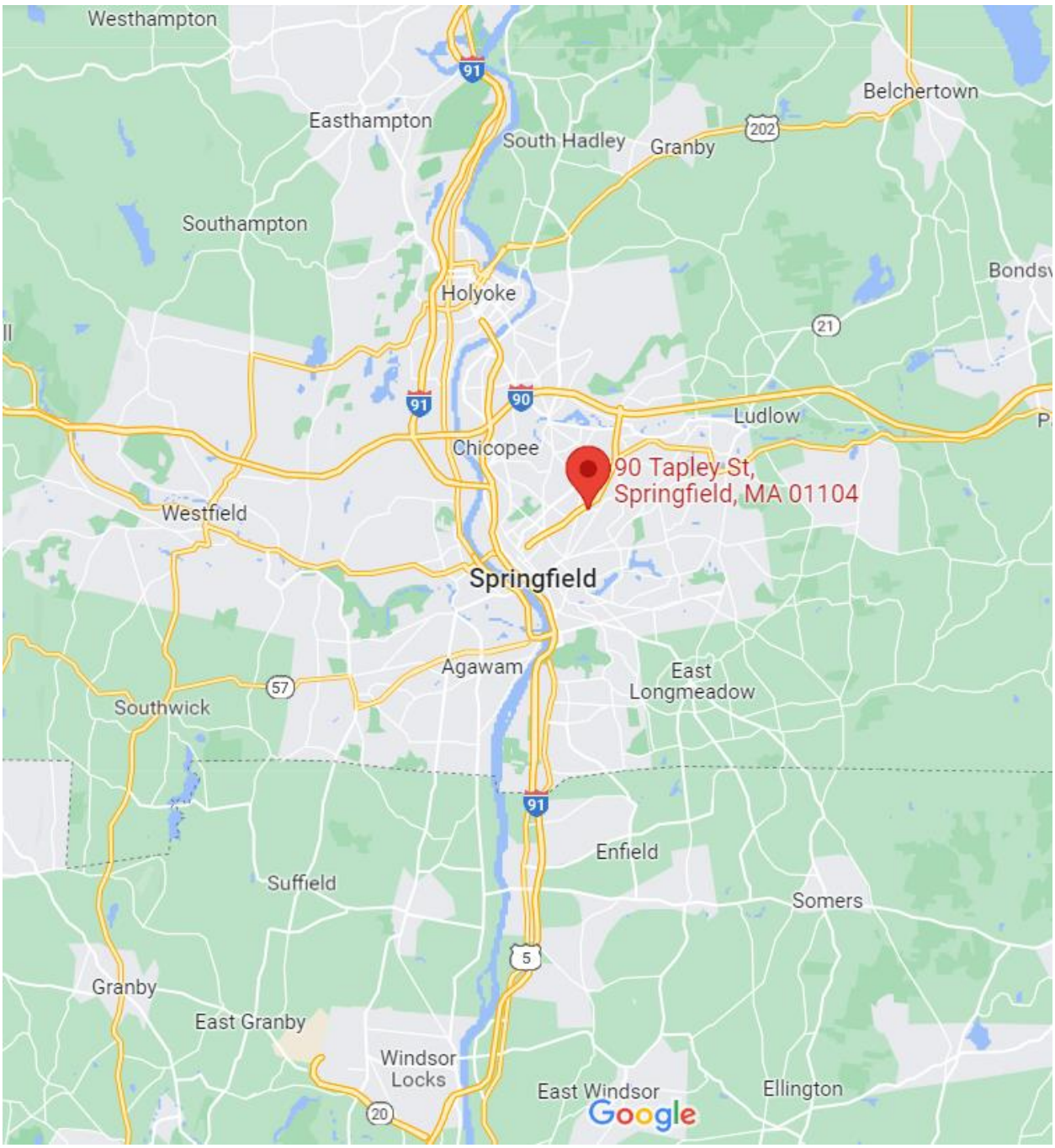
Transportation

The city is adequately served by the Interstate Highway System. Interstate 91 traverses the city's westerly boundary. This limited access highway is the major north/south artery connecting Springfield with Hartford and New Haven to the south and Vermont, New Hampshire and Canada to the north. It also connects with Interstate 95 in New Haven and provides access to other east coast cities to the south. Interstate 291 originates immediately north of downtown Springfield and bisects the north/central section of the city, serving the city's primary industrial districts.

Although I-91 and I-90 (the Massachusetts Turnpike) intersect in West Springfield 5 miles north, I-291 is the primary connector between I-91 and eastern Massachusetts traffic to and from I-91 and I-90. Interstate 391 is located in the northwest quadrant of the city and connects Springfield with the downtown areas of Chicopee and Holyoke. Interstate 90 is an east/west toll road that begins in Boston and runs the entire breadth of the state connecting with the New York Thruway near the Albany area. Additional state roads within the city include Routes 83, 21, 20, 20A, 141, 116, and 5. The city is served by three major bus lines which provide local, interstate, and regional transportation. Amtrak provides passenger and freight rail service through Springfield from New York and Washington DC and from Boston to Chicago. Westover Industrial Airpark in Chicopee provides area businesses with air cargo services. Air passenger and freight service is available from Bradley International Airport, 20 minutes south of Springfield in Windsor Locks, CT.

Attachment: 23Springfield90TapleyPlusLand (7582 : Appropriation Order for Taking Damages for a Portion of 90-120 Tapley Street)

Regional Map



Attachment: 23Springfield90TapleyPlusLand (7582 : Appropriation Order for Taking Damages for a Portion of 90-120 Tapley Street)

Description of Neighborhood

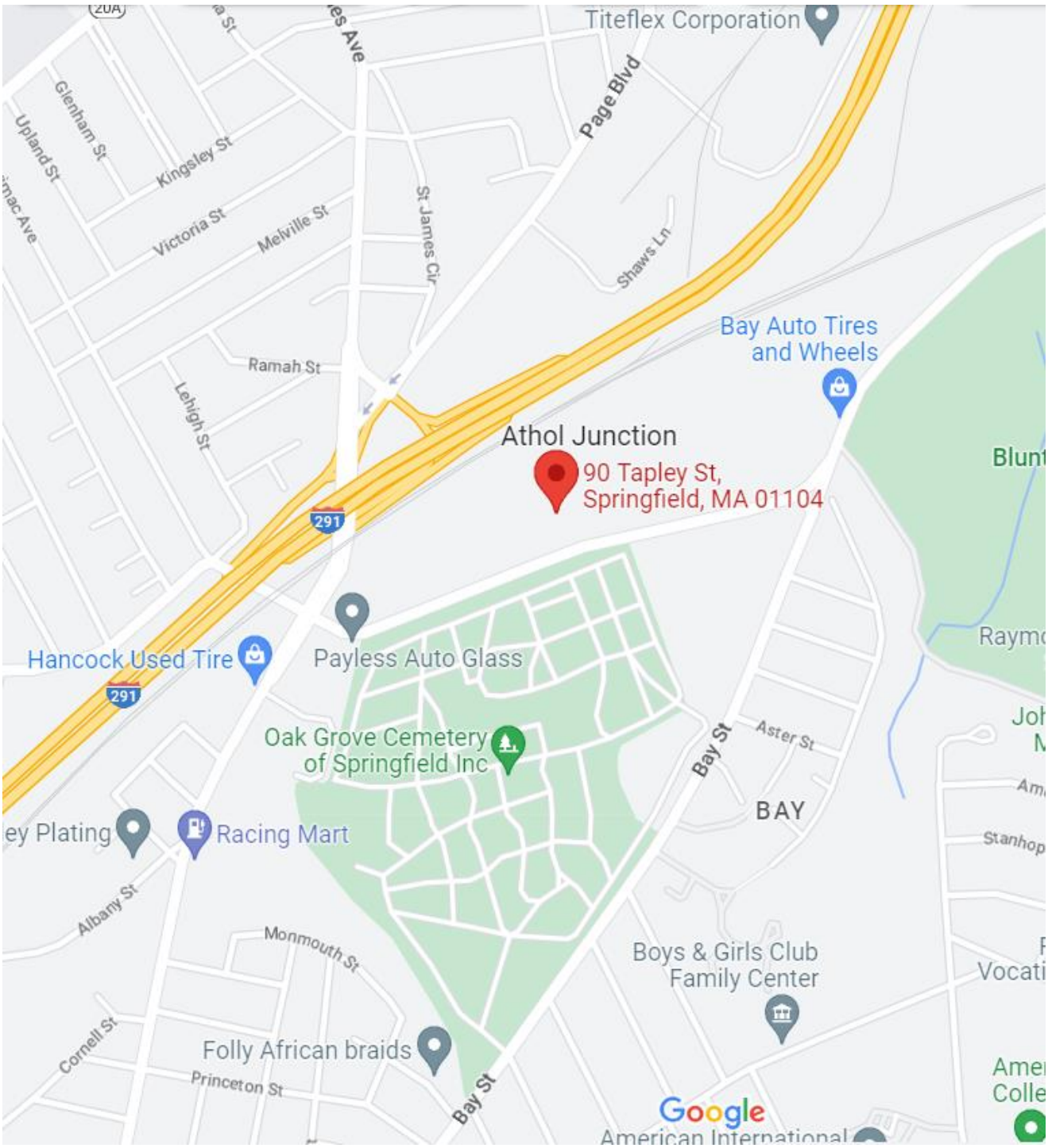
The subject property is located on Tapley Street in the Bay area of Springfield. Route 291, which connects Interstate 91 to the Massachusetts Turnpike (Rout 90), is just to the north. The subject abuts the Springfield Department of Works building which is directly to the west. The Oak Grove Cemetery is directly across the street. The adjacent property to the east is American Tire. The adjacent property to the west is City of Springfield Department of Public Works and office facility. Interstate 291 is located just north of the northerly boundary. An active railroad line is located between The City property and interstate 291.

Other nearby properties include single-family and multi-family residential housing, gas/convenience stores, Blunt Park, Central High School, auto service businesses, Dunkin Donuts, funeral homes and other small businesses.

Nearby Interstate 291 provides good access to Interstate 91 and the Massachusetts Turnpike (Route 90). These highways provide good east/west and north/south transportation access to destinations throughout the region.

Attachment: 23Springfield90TapleyPlusLand (7582 : Appropriation Order for Taking Damages for a Portion of 90-120 Tapley Street)

Neighborhood Map



Attachment: 23Springfield90TapleyPlusLand (7582 : Appropriation Order for Taking Damages for a Portion of 90-120 Tapley Street)

Zoning

The subject property is located within the Industrial A zoning district.

Springfield Zoning Ordinance effective August 26, 2013; amended December 29, 2019.

Permitted uses in an Industrial A zoning district include the following:

- Agricultural uses
- Parks
- Cemetery
- Kennel
- Mixed-use building, non-residential uses
- Temporary car storage lot
- Surface parking lot
- Commercial marina/ferry service
- Outdoor Storage and Sales

Uses allowed by Site Plan Review:

- Educational Use
- Religious use
- Child Care
- Municipal Uses
- Hotel/Motel
- Retail Sales and Services
- Wholesales Sales
- Personal Services
- Laundry or Dry Cleaning Services
- General Service and Contractor's Shop
- Undertaking Establishment
- Veterinary Clinic
- Non-medical office building
- Medical office, clinic or treatment facility, no overnight
- Bank or financial institution
- Restaurant
- Club or lodge
- Tavern
- Car Wash
- Motor Vehicle Repair & Maintenance
- **Light Industrial**
- **Other industrial use**
- Research and Development Laboratory
- Packing warehousing and/or distribution of goods, merchandise, and equipment for medical marijuana
- Parking Garage
- Public Utilities
- Indoor Storage
- Outdoor Sales and Storage of building materials

Attachment: 23Springfield90TapleyPlusLand (7582 : Appropriation Order for Taking Damages for a Portion of 90-120 Tapley Street)

Zoning (continued)

Uses allowed by Site Plan Review (continued):

- Health Club
- Outdoor Place of Amusement (Permanent or Temporary)
- Accessory Uses

Uses allowed by Special Permit by City Council:

- Crematorium
- Hospital, clinic or other medical treatment facility with overnight stay
- Motor Vehicle sales/leasing of new or used vehicles
- Motor Vehicle rentals
- Gas Station with no repair service
- Motor Vehicle Painting or Body Work
- Truck Stop
- Temporary truck or truck body storage lot
- High Hazard Industrial Use
- Medical Marijuana dispensary
- Bus or Train Station
- Heliport
- Trash Hauling Service Facility
- Recycling Center
- Outdoor Sales including recreational vehicles, boats and trailers
- Indoor Place of Amusement
- Drive-up window for business
- Motor Vehicle Sales/Motor Vehicle Rentals with no more than 5 vehicles displayed at one time

DIMENSIONAL REQUIREMENTS:

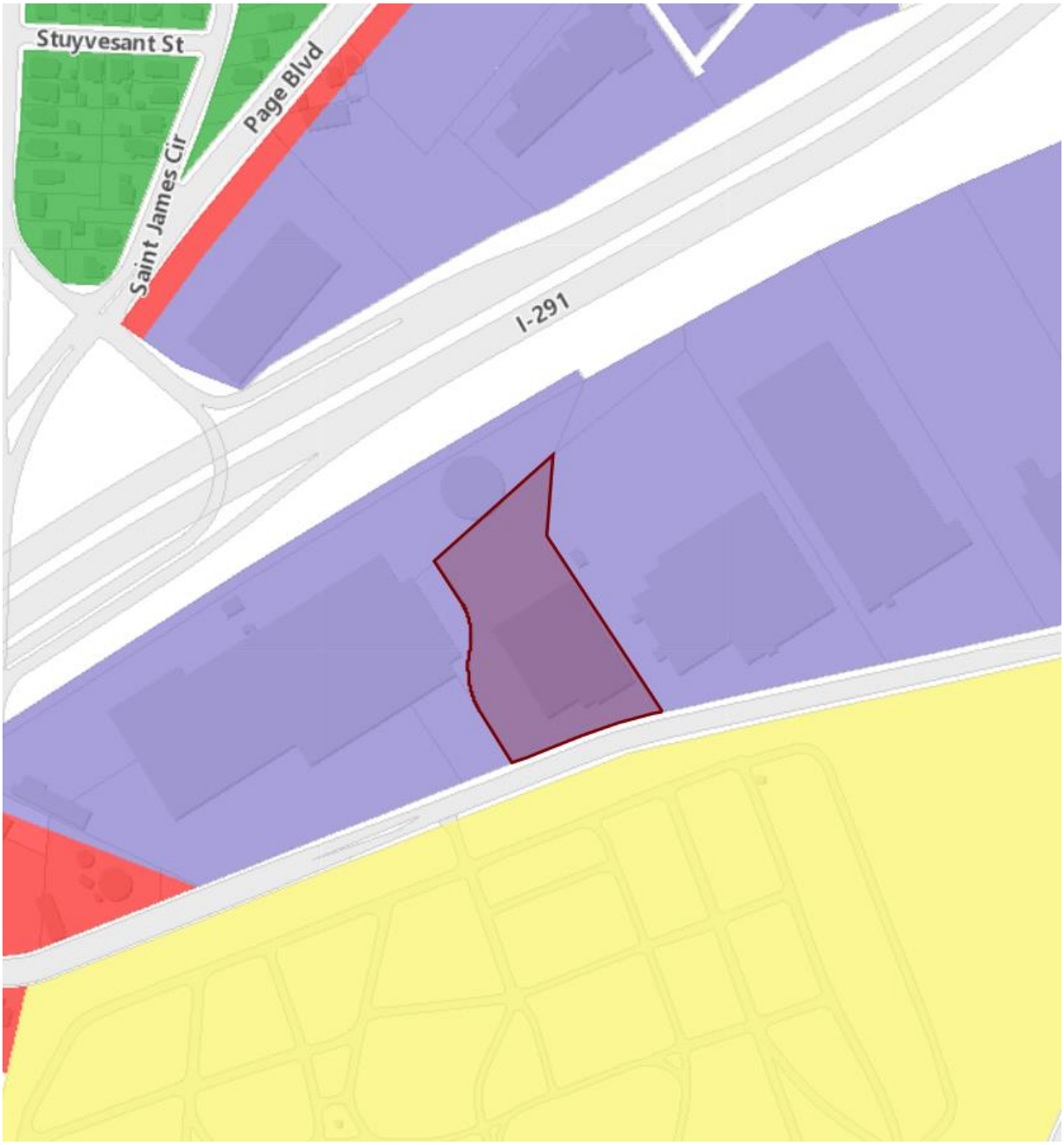
Building Area:	95% of the area of each lot
Maximum Height:	100 feet
Minimum Front Yard:	No requirement
Minimum Side Yard:	No requirement
Minimum Rear Yard:	No requirement

The existing improvements appear to conform to the zoning requirements for the Industrial A zoning district.

The Industrial Zoning district allows for a wide range of industrial uses plus retail and other business uses typically found in business zoning districts. The dimensional requirements are more favorable when compared to most nearby communities as there are no setback requirements and a high building coverage ceiling of 95%. The zoning requirements allow for intense development of the site.

Attachment: 23Springfield90TapleyPlusLand (7582 : Appropriation Order for Taking Damages for a Portion of 90-120 Tapley Street)

Zoning Map



Attachment: 23Springfield90TapleyPlusLand (7582 : Appropriation Order for Taking Damages for a Portion of 90-120 Tapley Street)

Assessment and Tax Data

Commercial properties in the city of Springfield are taxed at a rate of **$36.40** per $1,000 for the Fiscal Year 2023.

The FY 2023 assessment and taxes for the subject are as follows:

Address	Parcel	Land	Improvements	Total Assessment	Tax burden
90-120 Tapley St	114150008	$165,800	$1,323,000	$1,488,800	$54,192.32

Attachment: 23Springfield90TapleyPlusLand (7582 : Appropriation Order for Taking Damages for a Portion of 90-120 Tapley Street)

Summary of Site Characteristics

The subject property consists of one assessment parcel of land as described below.

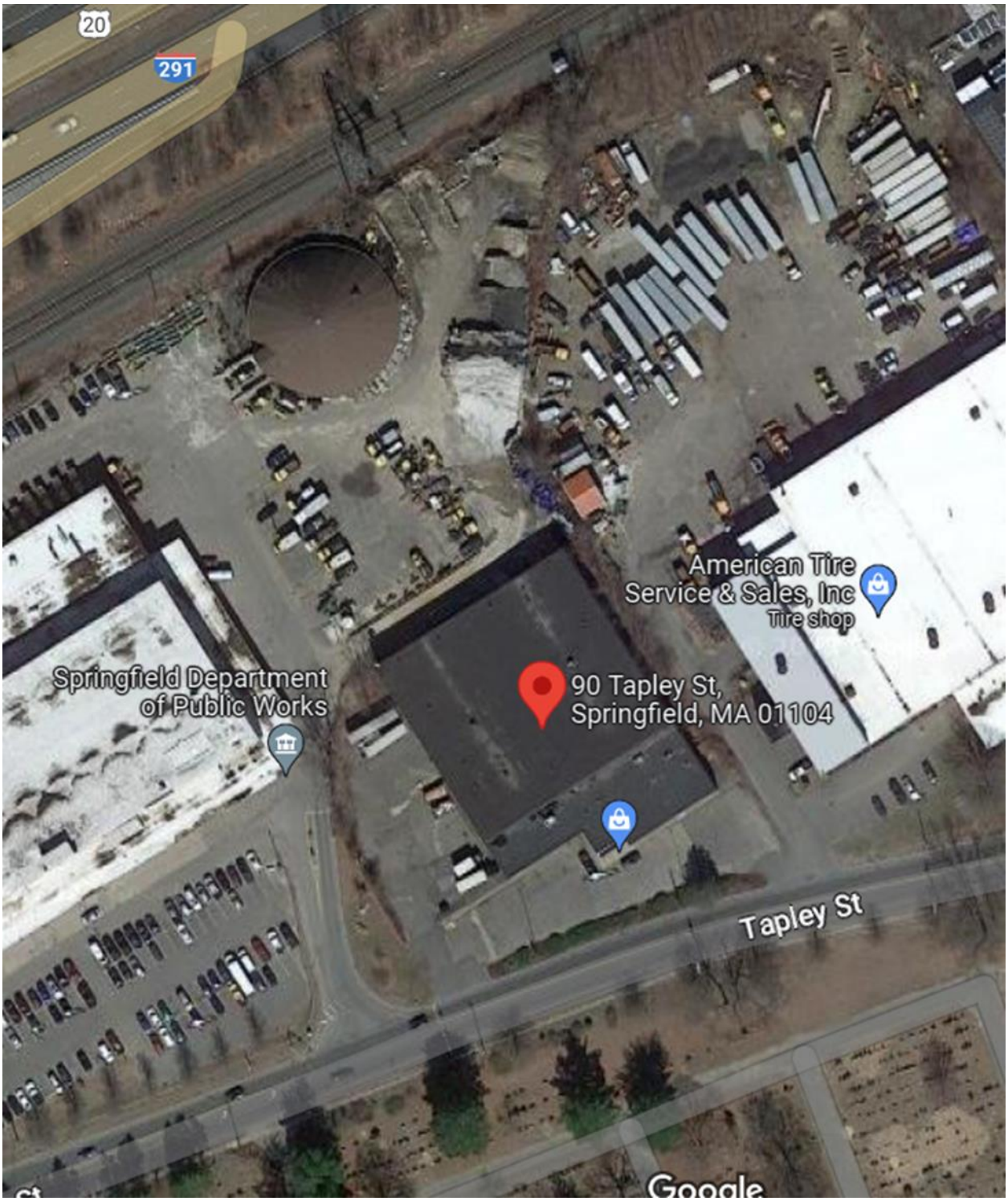
Location:	90-120 Tapley Street Springfield, MA
Land Area:	2.52 acres
Frontage:	290.45 feet on Tapley Street
Shape:	Irregular
Parking:	Bituminous paved parking lot
Parking Spaces:	20+/-
Topography:	Generally level and at street grade elevation
Easements:	None noted
Site Improvements:	Bituminous paving, pole mounted lights, sidewalks, chain link fencing, sign.
Utilities:	City water and sewer, telephone, electricity, cable/internet and natural gas
Zoning:	Industrial A
Rail:	Union Station
Flood Hazard:	According to FEMA Map # 25013C0214E, dated July 16, 2013, the subject is located in Flood Zone X which is an area of minimal flooding. A copy of this map is included in the addenda of this report.

Attachment: 23Springfield90TapleyPlusLand (7582 : Appropriation Order for Taking Damages for a Portion of 90-120 Tapley Street)

Springfield GIS

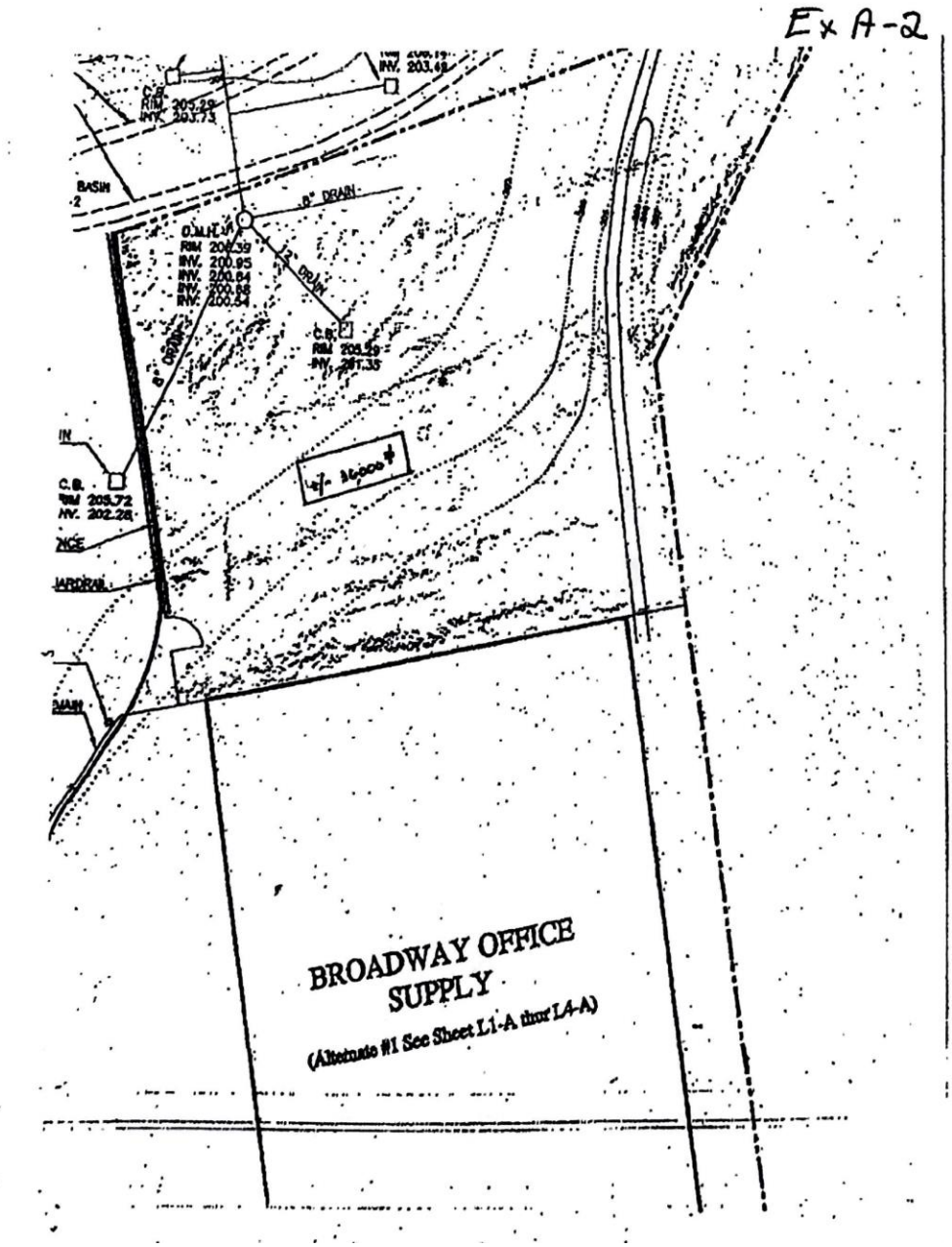
Attachment: 23Springfield90TapleyPlusLand (7582 : Appropriation Order for Taking Damages for a Portion of 90-120 Tapley Street)

Aerial Photo



Attachment: 23Springfield90TapleyPlusLand (7582 : Appropriation Order for Taking Damages for a Portion of 90-120 Tapley Street)

Land Proposed for Partial Taking as Defined by Existing Lease Exhibit A-2



We have assumed the remainder will have a 10+/- foot rear setback line to allow for access and maintenance to the building. We have assumed the rear parcel proposed for taking will have access over the remainder parcel by a 25+/- foot right of way to Tapley Street.

Attachment: 23Springfield90TapleyPlusLand (7582 : Appropriation Order for Taking Damages for a Portion of 90-120 Tapley Street)

Summary of Building Improvements

The appraisers did not inspect the interior of the building. We have relied on assessment and building department information for this analysis. The subject property is improved with a 36,097 square foot industrial building including approximately 7,934 square feet of office space. There are six 8' x 8' loading docks. The data was compiled from the City of Springfield assessors' and building department archives.

Year Built:	1954
Building Area:	36,097 sf GBA (gross buildable area)
Foundation:	Concrete slab at grade and dock height on westerly side.
Building Frame:	Masonry
Building Exterior:	Brick or painted concrete block
Windows:	Commercial, metal framed
Roof:	Flat roof with rubber membrane
Parking:	Parking appears adequate to accommodate employee parking, visitors, and trailer loading/unloading and storage.
Sprinklers:	Wet sprinkler system
HVAC:	Natural gas-fired hot water/steam heating in office areas. Some office space features central air conditioning.
Electric:	3 Phase; Circuit breaker electric panels
Other:	Dock height doors are located on the westerly side of the building. Several dock height doors were eliminated a part of the 2023 renovation.

Building Improvements in 2023 :

In March and April of 2023, significant capital improvements were made to the building. On the date of inspection in April of 2023, modifications were being made to dock height doors and some older window openings were blocked up. Older fencing on the west side of the building was removed and replaced. A new driveway was installed on the northerly side of the building close to the easterly property line. A new sign indicating a new tenant will be occupying the building soon (L&W Supply). Previously boarded windows in the front of the building were replaced with new windows. Interior renovations appear to be taking place.

Attachment: 23Springfield90TapleyPlusLand (7582 : Appropriation Order for Taking Damages for a Portion of 90-120 Tapley Street)

Summary of Building Improvements (continued)

As we were not permitted to access the interior of the building, we have reviewed permits recorded in the City of Springfield Building Department. The estimated cost of the work as reported on the permits is $234,483. The following is a summary of the recent permits:

Date of Improvement	Improvement Item	Estimated Cost Noted on Permit
4/24/2023	Replace sink, lavs, toilets	$0
3/28/2023	Replace one rooftop gas unit	$0
3/22/2023	Electical renovation in warehouse 2,000 sf	$0
3/20/2023	Fire sprinkler system improvements	$0
2/16/2023	Alter 5,135 sf showroom, offices, restrooms	$170,000
11/15/2022	Interior demo for future build out	$64,483
10/26/2022	Alteration of illuminated ground sign	$0
10/26/2022	Alteration of illuminated wall sign	$0

Attachment: 23Springfield90TapleyPlusLand (7582 : Appropriation Order for Taking Damages for a Portion of 90-120 Tapley Street)

Highest and Best Use

Real estate is valued in terms of its Highest and Best Use. Highest and Best Use is the use that supports the highest present value of the improved property or vacant land as of the date of appraisal.

The highest and best use of a property estimated by the appraiser gives consideration to all possible uses of the real estate tested against the following examination criteria:

1. Physically Possible: A site's utilization is restricted by its physical characteristics. These characteristics include, but are not limited to: size, shape, terrain, soil composition, and accessibility to public utilities.

2. Legally Permissible: The uses of a site are also restricted by various building codes, environmental regulations, deed or ground lease restrictions, etc.

3. Financially Feasible: Assuming a use satisfies the above conditions, it is then tested for economic viability. That is, can the proposed use provide a reasonable financial return to warrant its development.

4. Maximally Productive: This last criterion is satisfied when it is shown that the proposed use is shown to be economically superior to otherwise feasible alternatives, in effect enabling the developer of a property conforming to such use to pay the highest possible price for the underlying land.

The highest and best use of an improved property is normally analyzed under two scenarios: (1) as if vacant, and (2) as if improved.

The subject property is improved with an industrial building and located in the Industrial A zoning district. Industrial uses are allowed by site plan review. The subject property has extensive history as industrial use and is considered to be a legal use. The highest and best use as improved calls for continued use as an industrial building. The highest and best use if vacant would call for call for similar industrial and/or commercial use.

Proposed Partial Taking of Rear Land - We have considered the market before and after the proposed partial taking of the rear land. There is no change in the highest and best use of the property before and after the proposed taking.

Attachment: 23Springfield90TapleyPlusLand (7582 : Appropriation Order for Taking Damages for a Portion of 90-120 Tapley Street)

The Appraisal Process

In order to develop an estimate of market value for the subject property, the following techniques have been considered:

- *The Cost Approach* considers the current cost of replacing a property less depreciation from three sources: physical deterioration, functional obsolescence, and external obsolescence. A summation of the market value of land, assumed vacant, and the depreciated replacement cost of the improvements provides an indication of the total value of the property.

- *The Sales Comparison Approach (Market)* derives an estimate of value by comparing the subject property to sales of similar properties in the same or competing areas. This approach is used to indicate the value from transactions between informed buyers and sellers in the market.

- *The Income Approach* is based on either an analysis of the subject property's estimated net operating income (capitalized analysis) or estimated cash flow (DCF analysis). The net operating income is capitalized to arrive at an indication of value from the standpoint of an investment. This method, direct capitalization, is suited only for situations in which income is expected to change at a steady rate. The DCF analysis is well suited for situations where income is expected to change from year to year, because of lease expirations or absorption. This approach measures the present worth of anticipated future benefits (cash flow) derived from a property.

The **Cost Approach** is not used in this report. The building improvements were constructed in 1954. Investors in the subject property type and age are placing less weight on the cost approach. The older date of the improvements and the significant amounts of depreciation make the cost approach a less reliable valuation tool.

The **Direct Sales Comparison Approach** is used in this report. This approach can be applied if there are adequate sales of properties similar to the subject from which a defensible and convincing indication of value can be derived.

The **Income Approach to Value** is used within this report. The Income Approach is used by investors of similar buildings and property interests and is therefore used in this report.

❖

Proposed Partial Taking of Rear Land - We have used an analysis of the part taken to arrive at the loss in market value caused by the proposed taking of the rear land. We have carefully analyzed the impacts to the remainder parcel which includes the building. In our opinion, there is no damage to the remainder, and therefore severance calculation is not included.

Attachment: 23Springfield90TapleyPlusLand (7582 : Appropriation Order for Taking Damages for a Portion of 90-120 Tapley Street)

Direct Sales Comparison Approach - Land

The Direct Sales Comparison Approach can be reasonably applied if there are adequate sales of properties similar to the subject from which a defensible and convincing indication of value can be derived. This approach is based on the principle of substitution, whereby value tends to be set at the cost of acquiring an equally desirable substitute property, assuming no costly delay in making the substitution. Since two properties are seldom identical, it is necessary to make adjustments for significant dissimilarities such as size, age, location, date of sale, terms of sale, condition, special features, common area, and seller/buyer motivation.

We investigated the relevant real estate market in order to identify recent transactions of comparable properties offering similar physical characteristics, utilization potential and location influences. Several such properties have sold in the area, thereby providing sufficient data from which to draw a reasonable conclusion.

Attachment: 23Springfield90TapleyPlusLand (7582 : Appropriation Order for Taking Damages for a Portion of 90-120 Tapley Street)

Summary of Comparable Land Sales

	Location	Sale Date	Land Area	Frontage/ * Front Ft/Ac	Sale Price	Existing Building at Sale	Demo/ Other Est./s	Sale Price/ Square Ft of Land
1	56, 64 St James Blvd		28,932 sf	214 ft	**$505,000** Adj. Total SP			**$17.45**
	Springfield, MA		0.66 Acres	322 ft	$75,000 Demo Est	10420 sf	$7	
		12/16/2020	Bus A	Corner	$430,000 Sale Price			*Former Walgreens*
2	186 Agawam Ave		66,590 sf	250 ft	**$430,000**			**$6.46**
	West Springfield, MA		1.53 Acres	164 ft		n/a sf		
		3/22/2021		Interior				*Btwn Cook's/HL Foster*
3	1997 Boston Rd		86991 sf	150 ft E	**$1,350,000**			**$15.52**
	Wilbraham, MA		2.00 Acres	75 ft		n/a sf	n/a	Proposed 9511 sf
	1150-28-327	11/24/2020		Interior				*Valvoline O'Reilly*
4	12-44 Holyoke St	*Effective*	*160000 sf*	867 ft	**$2,750,000**			**$17.19**
	Holyoke, MA		3.67 Acres	236 ft		n/a sf	n/a	Proposed 27000 sf
	117-0-5	4/23/2021	462,564	Interior				*Holyoke Landing*
5	112 Ashley Ave		18,818 sf	112 ft	**$299,000**			**$15.89**
	West Springfield, MA		0.43 Acres	259 ft		880 sf	n/a	
	120-22600-79	9/27/2022	Bus A	Interior				*Truck Parking*
6	206 Russell St (Lot 2)		46,357 sf	202 ft	**$485,000** Adj. Total SP			**$10.46**
	Hadley, MA		1.06 Acres	190 ft	$0 Demo Est	n/a sf	n/a	
	4J 16A 1	5/21/2021	Bus	Interior	$160,000 Sale Price			*Next to Knights Inn*

* frontage on primary traffic street used for comparison.

Fee Simple Value of Rear Lai
90 Tapley Street
Rear Land
Springfield, MA

Adjusted Comparable Values Per Unit	
MEDIAN	$15.70
MEAN	$13.83
RANGE:	$6.46 to $17.45

SUMMARY OF ADJUSTMENTS

	Comparable Property / Date of Sale	Price	Unadjusted Price/AC	SALE CONDITIONS Adj. % / Adj. Val. / sf Adjstmt / sf	DATE of SALE Adj % Unit Val. $Adj/unit	OTHER ADJUSTMENTS Lot Size	Shape Frontage/Ac	Location	Site Conditions Improvements	Total Other Adjustments	Adj. Subj Value/Sf
1	56, 64 St James Blvd		$17.45	0%	0%	0%	-10%	-15%	5%	**-20%**	
	Springfield, MA			**$17.45**	**$17.45**	28,932 sf	322 ff/ac	Corner			**$13.9**
	Dec-20	**$505,000**	*Adjustment / sf*	$0.00	$0.00	$0.00	-$1.75	-$2.62	$0.87	-$3.49 /sf	
2	186 Agawam Ave		$6.46	0%	0%	5%	-10%	25%	15%	**35%**	
	West Springfield, MA			**$6.46**	**$6.46**	66,590 sf	164 ff/ac	Interior			**$8.7**
	Mar-21	**$430,000**	*Adjustment / sf*	$0.00	$0.00	$0.32	-$0.65	$1.61	$0.97	$2.26 /sf	
3	1997 Boston Rd		$15.52	0%	0%	5%	0%	-25%	5%	**-15%**	
	Wilbraham, MA			**$15.52**	**$15.52**	86,991 sf	75 ff/ac	Interior			**$13.1**
	Nov-20	**$1,350,000**	*Adjustment / sf*	$0.00	$0.00	$0.78	$0.00	-$3.88	$0.78	-$2.33 /sf	
4	12-44 Holyoke St		$17.19	0%	0%	10%	0%	-25%	0%	**-15%**	
	Holyoke, MA			**$17.19**	**$17.19**	160,000 sf	236 ff/ac	Interior			**$14.6**
	Apr-21	**$2,750,000**	*Adjustment / sf*	$0.00	$0.00	$1.72	$0.00	-$4.30	$0.00	-$2.58 /sf	
5	112 Ashley Ave		$15.89	-10%	0%	-10%	-10%	0%	0%	**-20%**	
	West Springfield, MA			**$14.30**	**$14.30**	18,818 sf	259 ff/ac	Interior			**$11.4**
	Sep-22	**$299,000**	*Adjustment / sf*	$1.59	$0.00	-$1.43	-$1.43	$0.00	$0.00	-$2.86 /sf	
6	206 Russell St (Lot 2)		$10.46	0%	0%	0%	-5%	-10%	5%	**-10%**	
	Hadley, MA			**$10.46**	**$10.46**	46,357 sf	190 ff/ac	Interior			**$9.4**
	May-21	**$485,000**	*Adjustment / sf*	$0.00	$0.00	$0.00	-$0.52	-$1.05	$0.52	-$1.05 /sf	

DIRECT SALES VALUE CONCLUSION

Adjusted Comparable Values Per Unit	
MED.	**$12.32**
MEAN	**$11.89**
RANGE:	**$8.72** to **$14.61**

Subject Property:	Lot Size	**36,000** sf	0.83 ac
	Frontage	50 ft	ROW to Tapley
	Frontage/Acre	61 ft	
	Location:	Ave	
	Site Conditions	Ave	
	Zone		
Analysis Results			
Most Probable /SF of Land		$12.00 **/sf To**	$13.00 **/sf**
Most Probable Range		$432,000	$468,000
Estimated Market Value		**$450,000**	

Attachment: 23Springfield90TapleyPlusLand (7582 : Appropriation Order for Taking Damages for a Portion of 90-120 Tapley Street)

Direct Sales Comparison Approach – Land (continued)

Analysis and Conclusion

The following is a summary of the comp sales considered in this analysis

Adjusted Comparable Values Per Unit	
MEDIAN	$15.70
MEAN	$13.83
RANGE:	$6.46 to $17.45

The data is presented in summary format in this report. Additional supporting data is located in the appraisers' files. The quality of the comparable sales data is average. The quantity of sales is average. The above sales represent the most recent and most comparable sales uncovered in our research.

Conditions of Sale - In this category, consideration is given to motivation of the buyer or seller at the time of sale. Adjustments are made for buyer or seller motivation at the time of sale. A downward adjustment is made to Comparable Sale 5 as sale included a small building at the time of sale.

Sale Date/Time Adjustment – No adjustments are made in this category.

Lot Size - Adjustments of 0% to 10% are made in this category.

Shape/Frontage per acre - Adjustments are made for lot shape. This category isolates lot shape by focusing on the amount of road frontage in relation to acreage. Consideration is also given to the quality of the road frontage. Adjustments of 0% to 10% are made in this category.

Location - Adjustments are made for access to the subject neighborhood, proximity to highways, quality of surrounding development, traffic count etc. Adjustments range from 0% to 25% in the analysis.

Site Conditions/ Site Improvements/Zoning Approvals - Adjustments are typically made for any factors which would inhibit development such as the existence of wetlands, slopes, ledge, etc. Adjustments range from 0% to 5% in this category.

Attachment: 23Springfield90TapleyPlusLand (7582 : Appropriation Order for Taking Damages for a Portion of 90-120 Tapley Street)

Direct Sales Comparison Approach – Land (continued)

Analysis and Conclusion (conclusion)

Conclusion Land – The adjusted sale prices for the subject property are summarized below:

Adjusted Comparable Values Per Unit	
MED.	**$12.32**
MEAN	**$11.89**
RANGE:	**$8.72** to **$14.61**

In our opinion, the most probable sale price / sf is $12.00 to $13.00 per square foot as summarized in the chart below:

Subject Property:	Lot Size	**36,000** sf	0.83 ac
	Frontage	50 ft	ROW to Tapley
	Frontage/Acre	61 ft	
	Location:	Ave	
	Site Conditions	Ave	
	Zone	Industrial A	
Analysis Results			
Most Probable /SF of Land	$12.00 **/sf** **To**	$13.00 **/sf**	
Most Probable Range	$432,000	$468,000	
Estimated Market Value		**$450,000**	

The final market value of the part taken includes the contributory value of site improvements and improvements made to the land by the lessee, including the existing scale and other related tenant fixtures or site improvements.

Estimated Market Value of Site
(36,000 Sf)

450,000

Attachment: 23Springfield90TapleyPlusLand (7582 : Appropriation Order for Taking Damages for a Portion of 90-120 Tapley Street)

Direct Sales Comparison Approach - Building

The Direct Sales Comparison Approach can be reasonably applied if there are adequate sales of properties similar to the subject from which a defensible and convincing indication of value can be derived. This approach is based on the principle of substitution, whereby value tends to be set at the cost of acquiring an equally desirable substitute property, assuming no costly delay in making the substitution. Since two properties are seldom identical, it is necessary to make adjustments for significant dissimilarities such as size, age, location, date of sale, terms of sale, condition, special features, common area, and seller/buyer motivation.

Attachment: 23Springfield90TapleyPlusLand (7582 : Appropriation Order for Taking Damages for a Portion of 90-120 Tapley Street)

Direct Sales Comparison Approach - Building (continued)

Comparable Sale 1

Location:	377 Cottage Street Springfield, MA
Grantor:	Red Lab Realty, LLC
Grantee:	377 Cottage Springfield LLC
Date of Sale:	October 28, 2022
Sale Price:	**$1,750,000**
Reference:	Certificate # 40046
Financing:	Union Bank: $1,312,500
Building Area:	36,974 sf
Year Built:	1963
Land Area:	1.90 Acres
Comments:	Industrial, two buildings.
Prior Sale:	None in previous 3 years

Sale Price/SF GBA: $47.33

Attachment: 23Springfield90TapleyPlusLand (7582 : Appropriation Order for Taking Damages for a Portion of 90-120 Tapley Street)

Direct Sales Comparison Approach – Building (continued)

Comparable Sale 2

Location:	1102 Sheridan Street Chicopee, MA
Grantor:	1102 Sheridan Street, LLC
Grantee:	Yut Realty, LLC
Date of Sale:	November 23, 2020
Sale Price:	**$3,300,000**
Reference:	Book: 23552, Page: 384
Financing:	New Valley B&T; $2,640,000
Building Area:	74,520 sf
Year Built:	1986
Land Area:	4.91 Acres
Comments:	Industrial, built in 1984
Prior Sale:	None in previous 3 years

Sale Price/SF GBA: $44.28

Attachment: 23Springfield90TapleyPlusLand (7582 : Appropriation Order for Taking Damages for a Portion of 90-120 Tapley Street)

Direct Sales Comparison Approach – Building (continued)

Comparable Sale 3

Location:	1125 Page Boulevard Springfield, MA
Grantor:	1125 Page Blvd, LLC
Grantee:	FM Holdings, LLC
Date of Sale:	December 9, 2020
Sale Price:	**$3,700,000**
Reference:	Book: 23580, Page: 479
Financing:	Florence Bank; $2,098,270
Building Area:	103,056 sf
Year Built:	1974
Land Area:	4.52 Acres
Comments:	Industrial
Prior Sale:	10/19/2018; $2,575,000

Sale Price/SF GBA: $35.90

Attachment: 23Springfield90TapleyPlusLand (7582 : Appropriation Order for Taking Damages for a Portion of 90-120 Tapley Street)

Direct Sales Comparison Approach – Building (continued)

Comparable Sale 4

Location:	355 Berkshire Avenue Springfield, MA
Grantor:	Diplomat Enterprises LLC
Grantee:	Central City Boxing & Barbell Inc.
Date of Sale:	April 20, 2022
Sale Price:	**$725,000**
Reference:	Book: 24508, Page: 287
Financing:	None noted
Building Area:	14,640 sf
Year Built:	1973
Land Area:	1.03 Acres
Comments:	Industrial building.
Prior Sale:	February 19, 2020; $585,000

Sale Price/SF GBA: $49.52

Attachment: 23Springfield90TapleyPlusLand (7582 : Appropriation Order for Taking Damages for a Portion of 90-120 Tapley Street)

Direct Sales Comparison Approach – Building (continued)

Comparable Sale 5

Location:	288 Verge Street Springfield, MA
Grantor:	PRA Realty, Inc.
Grantee:	CTSI Realty, LLC
Date of Sale:	September 9, 2022
Sale Price:	**$800,000**
Reference:	Book: 24745, Page: 508
Financing:	Citizens Bank of RI; $640,000
Building Area:	17,691 sf
Year Built:	1965
Land Area:	1.67 Acres
Comments:	Industrial
Prior Sale:	None in previous 3 years

Sale Price/SF GBA: $45.22

Attachment: 23Springfield90TapleyPlusLand (7582 : Appropriation Order for Taking Damages for a Portion of 90-120 Tapley Street)

Direct Sales Comparison Approach – Building (continued)

Comparable Sale 6 - Listing

Location:	91 Pinevale Street Springfield, MA
Grantor:	n/a
Grantee:	n/a
Date of Sale:	Active Listing
List Price (asking):	**$3,000,000**
Reference:	n/a
Financing:	n/a
Building Area:	70,000 sf
Year Built:	1968
Land Area:	2.85 Acres
Comments:	Industrial
Prior Sale:	None in previous 3 years
List Price/SF GLA:	**$42.86**

Attachment: 23Springfield90TapleyPlusLand (7582 : Appropriation Order for Taking Damages for a Portion of 90-120 Tapley Street)

Direct Sales Comparison Approach

	Location	Sale Date	Land Area Ac	Year Built	GLA sf	Land/Bldg Ratio	Sale Price	Location	Sale Price/ sf of GBA
1	377 Cottage St Springfield, MA	10/28/2022	1.90	1963	36,974	2.2 :1	$1,750,000	Avg	**$47.33**
2	1102 Sheridan St Chicopee, MA	11/23/2020	4.91	1986	74,520	2.9 :1	$3,300,000	Avg	**$44.28**
3	1125 Page Blvd Springfield, MA	12/9/2020	4.52	1974	103,056	1.9 :1	$3,700,000	Avg	**$35.90**
4	355 Berkshire Ave Springfield, MA	4/20/2022	1.03	1973	14,640	3.1 :1	$725,000	Avg	**$49.52**
5	288 Verge St Springfield, MA	9/29/2022	1.67	1965	17,691	4.1 :1	$800,000	Avg	**$45.22**
6	91 Pinevale St Springfield, MA	Asking	2.85	1968	70,000	1.8 :1	$3,000,000	Avg	**$42.86**

90-120 Tapley Street
Springfield, MA

Median Unadjusted Price/unit	**$44.75**
Average Unadjusted Price/unit	**$44.19**

SUMMARY OF ADJUSTMENTS

	Comparable Property Date of Sale	Price	Unadjusted Price/SF	Sale Conditions Adj. % / Adj. Val. /	Date of Sale Adj % Unit Val.	Other Adjustments Building Size	Land Ratio	Location	Condition/Age Quality/Condition	Total Other Adjustments	Adj. Subj. Value / sf
1	377 Cottage St Springfield, MA		**$47.33**	0% **$47.33**	0% **$47.33**	0% 36,974 sf	0.0% 2.24 :1	20%	-5% 1963	15%	**$54.43**
	10/28/2022	**$1,750,000**	*Adjustment /* sf	$0.00	$0.00	$0.00	$0.00	$9.47	-$2.37	$7.10 /sf	
2	1102 Sheridan St Chicopee, MA		**$44.28**	0% **$44.28**	10% **$48.71**	10% 74,520 sf	0.0% 2.87 :1	20%	-15% 1986	15%	**$56.02**
	11/23/2020	**$3,300,000**	*Adjustment /* sf	$0.00	-$4.43	$0.00	$0.00	$9.74	-$7.31	$7.31 /sf	
3	1125 Page Blvd Springfield, MA		**$35.90**	0% **$35.90**	10% **$39.49**	20% 103,056 sf	0.0% 1.91 :1	25%	-10% 1974	35%	**$53.32**
	12/9/2020	**$3,700,000**	*Adjustment /* sf	$0.00	-$3.59	$7.90	$0.00	$9.87	-$3.95	$13.82 /sf	
4	355 Berkshire Ave Springfield, MA		**$49.52**	0% **$49.52**	0% **$49.52**	-10% 14,640 sf	0.0% 3.06 :1	20%	-10% 1973	0%	**$49.52**
	4/20/2022	**$725,000**	*Adjustment /* sf	$0.00	$0.00	-$4.95	$0.00	$9.90	-$4.95	$0.00 /sf	
5	288 Verge St Springfield, MA		**$45.22**	0% **$45.22**	0% **$45.22**	-10% 17,691 sf	0.0% 4.11 :1	20%	-5% 1965	5%	**$47.48**
	9/29/2022	**$800,000**	*Adjustment /* sf	$0.00	$0.00	-$4.52	$0.00	$9.04	-$2.26	$2.26 /sf	
6	91 Pinevale St Springfield, MA		**$42.86**	-5% **$40.71**	0% **$40.71**	10% 70,000 sf	0.0% 1.77 :1	25%	-5% 1968	30%	**$52.93**
	Asking	**$3,000,000**	*Adjustment /* sf	$2.14	$0.00	$4.07	$0.00	$10.18	-$2.04	$12.21 /sf	

DIRECT SALES VALUE CONCLUSION

Adjusted Values Per Unit	
MEDIAN	**$53.12**
MEAN	**$52.28**
MINIMUM:	**$47.48**
Range	to
MAXIMUM:	**$56.02**

Subject Property:	Size	**36,097** sf GBA
	Use	Industrial
	Land to Building Ratio	3.0 :1
	Land Area / Ratio	**2.52** ac
	Location:	Average
	Condition/Quality:	Average
	Year Built	1954

Analysis Results

Most Probable Range /sf	$53.00	To	$55.00
Most Probable Range	$1,913,141	To	$1,985,335
Estimated Market Value	**$1,950,000**		

Attachment: 23Springfield90TapleyPlusLand (7582 : Appropriation Order for Taking Damages for a Portion of 90-120 Tapley Street)

Direct Sales Comparison Approach – Building (continued)

Analysis and Conclusion

The following is a summary of the unadjusted mean and median sale prices per square foot for the comparable sales:

90-120 Tapley Street
Springfield, MA

Median Unadjusted Price/unit	$44.75
Average Unadjusted Price/unit	$44.19

The quality of the comparable sales data is good as they are comprised of similar industrial buildings located within Springfield and the Greater Springfield area. All sales comps are considered good indicators of the subject's market value via the sales comparison approach. Comp 1 is given emphasis due to its recent sale date, similar GBA and close proximity. Comp 6 is an active listing and was included for additional support. The above sales/listings represent the most recent and most comparable properties uncovered in our research. The overall condition, quality of construction, building size, site characteristics, location and other criteria adjusted for in the summary chart is based on the combined characteristics of the subject building.

Conditions of Sale - In this category, consideration is given to motivation of the buyer or seller at the time of sale. A downward adjustment of 5% was made to comp 6 as this is an active listing only and has not yet closed.

Sale Date /Time Adjustment – 10% adjustments made to the 2020 sales to reflect the changing market conditions since their time of sale.

Building Size - Building size adjustments are typically made to reflect the higher sale price per square foot paid for smaller buildings when compared to larger buildings, all other factors being equal. Adjustments range from -10% to +20%.

Land to Building Ratio/Parking – The subject property has a typical land to building ratio average and parking. No adjustments are made in this category.

Location - Adjustments are made for access to the property, proximity to population, proximity to hospitals, highway access, and quantity/quality of surrounding development. The subject property has an above average location with an above average traffic count on Tapley Street and rear storage yard visibility from I-291. Significant adjustments are made in this category.

Building Age, Condition, Quality, Occupancy - Adjustments in this category reflect the overall condition of the comparable sales relative to the subject. Significant adjustments are made I this category. We have considered the above average utility of the rear storage yard and its impact on future building occupancy in this category.

Attachment: 23Springfield90TapleyPlusLand (7582 : Appropriation Order for Taking Damages for a Portion of 90-120 Tapley Street)

Direct Sales Comparison Approach - Building (continued)

Analysis and Conclusion (continued)

Adjusted sale prices per square foot of building area for the subject are summarized below:

	Adjusted Values Per Unit
MEDIAN	**$53.12**
MEAN	**$52.28**
MINIMUM:	**$47.48**
Range	to
MAXIMUM:	**$56.02**

We have given weight to all the comparable sales as they were representative of the current market in the subject area for similar properties. Based on our analysis of the real estate market in the relevant geographic area, and after making adjustments for all relevant factors, the subject property is estimated to have a market value as of the date of appraisal as summarized below:

Analysis Results			
Most Probable Range /sf	$53.00	To	$55.00
Most Probable Range	$1,913,141	To	$1,985,335

Indicated Market Value via the Direct Sales Comparison Approach

$1,950,000

Attachment: 23Springfield90TapleyPlusLand (7582 : Appropriation Order for Taking Damages for a Portion of 90-120 Tapley Street)

The Income Approach

Introduction

The Income Approach to value is based upon the principal of *anticipation.* This approach considers the motivations of typical investors in the market whose purchase activities tend to set a property's value in terms of the income benefits expected to be derived from ownership. Depending on property type, leasing structure, occupancy levels and market conditions, either one or both common methodologies are employed. *Direct Capitalization* is employed to capitalize a single stabilized net annual income into value using a capitalization rate that reflects both return of and on similar investments adjusted for appropriate market or property specific risks. *Discounted Cash Flow* values a property's income potential over time by applying a market derived discount rate to a projected income stream plus final sales proceeds at the end of an appropriate holding period.

DIRECT CAPITALIZATION is most appropriate when a property's income is fixed, stable or predictable with regard to future inflation as well as consistent with similar properties. It can also be applied to properties that are owner occupied when it is possible to impute such a stabilized income based on similar properties available for rent.

The basic steps involved in *Direct Capitalization* are:

- Develop an estimate of Potential Gross Income (PGI).
- Deduct an estimate of vacancy and collection loss.
- Estimate and deduct applicable operating expenses.
- Capitalize the resulting Net Operating Income (NOI) into value.

The selection of the appropriate rate is central to the valuation process. The overall rate reflects risk factors from all sources, and contemporary financial returns available to alternative investments. When available, a source of an appropriate capitalization rate is actual market transactions for similar properties.

However, even when sales are plentiful, reliable income data may not be. The most common methodology employed by appraisers is the mortgage equity technique which recognizes that most transactions are financed and that the availability of financing is a basic support to real estate transactions. In this technique, risk rated mortgage and equity yield requirements are blended and adjusted for amortization and anticipated changes in property value over a typical holding period. The resulting overall capitalization rate is divided into the Net Operating Income estimate to produce the value estimate.

Attachment: 23Springfield90TapleyPlusLand (7582 : Appropriation Order for Taking Damages for a Portion of 90-120 Tapley Street)

The Income Approach (continued)

DISCOUNTED CASH FLOW is most appropriate for properties with uneven income streams, properties with substantial vacancies that are anticipated to be cured over time, development properties in lease-up or construction phase, and multi-tenant properties with varying lease expirations, rent levels.

The basic steps involved in *Discounted Cash Flow* are:

- Develop an estimate of Net Operating Income over an assumed holding period.
- Deduct an estimate of capital items including commissions and tenant improvements.
- Select an appropriate discount rate, reversion cap rate and sales costs.
- Discount the Net Cash Flow or income stream into value.

As in Direct Capitalization, the key to the Discounted Cash Flow (DCF) valuation process is the selection of the various parameters. Here the appraiser's task is made somewhat more difficult as there are more parameters to deal with, each capable of skewing the final valuation in various directions. The appraiser must be able to blend each element of the cash flow projection and application of rates in such a way as a typical investor would evaluate a similar property for purchase. All elements must be consistent and reasonable. In addition to evaluating near and long-term risks, and building these factors into cash flow and reversion discount rates, and selecting the appropriate reversion cap rate, the appraiser must also estimate appropriate inflation rates to be used for income and expense projections. While the Direct Capitalization implicitly includes all these factors, Discounted Cash flow analysis enables, (and requires), the appraiser to quantify all of these factors.

The choice of whether to employ Direct Capitalization versus Discounted Cash Flow is based on property type and anticipated income pattern and most importantly, the analysis methodology most likely to be applied by buyers/investors in the relevant marketplace. *Direct Capitalization* is considered most appropriate for this analysis.

Attachment: 23Springfield90TapleyPlusLand (7582 : Appropriation Order for Taking Damages for a Portion of 90-120 Tapley Street)

The Income Approach (continued)

Analysis of Market Rent

Based on the limited scope of work for this assignment, the appraisers were not provided with any rental or lease information for the subject property. Therefore, in order to establish the market rent for the subject property, the following rental data was considered:

Summary of Comparable Rentals

	Location / Rental Date	Type	Area (sf)	Rental Rate / SF	Tenant Expenses	Age / Condition / Quality	Comments
1	91 Pinevale St Springfield, MA Asking	Industrial	35,000	$6.00	n/a	1968 Avg Avg	One-half of 70,000 sf industrial building currently offered for lease.
2	125 Frank B Murray St Springfield, MA Asking	Mixed	30,000	$6.00	n/a	1917 Avg Avg	28,000 sf of warehouse and 2,000 sf of office space. 20' ceilings, loading docks. Overhead doors.
3	49 Cadwell Dr Springfield, MA 2021	Industrial	10,850	$6.00	NNN	1967 Avg Avg	8,750 sf of warehouse and 2,100 sf of office space. Drive-in overhead door and three loading docks. Walk-in coolers.
4	7 First Street Palmer, MA Aug-22	I-Park	75,591	$5.35	E, Gas	1998 Ave+	Single story manufacturing, warehouse and office space in I-Park Rental rate shown is 2022 rate. Original lease in 2006 with 4% increases Options extend to 2035. 5% office buildout
5	250 Albany Ave Springfield, MA Asking	Industrial	4,050	$7.50	NNN	1927 Avg Avg	Basement space within large industrial building. 12' x 12' overhead door.
6	115 Whiting Farms Rd Holyoke, MA Asking	Industrial	29,281	$6.25	n/a	1968 Avg Avg	24,000 sf of warehouse and 5,281 sf of office space. Two loading docks with levelers.
7	2 Appleton St Holyoke, MA Asking	Industrial	18,000	$8.00	n/a	2000 Good Good	Column-free. 20' ceilings. Built in 2000. Superior condition.

Summary of Rentals	
MEDIAN	$6.00
MEAN	$6.44
RANGE	$5.35 to $8.00

Based on the preceding market rents for comparable properties and after making downward adjustments for comparable data that uses asking prices and the subject's overall quality/condition, utility and marketability, we estimate the market rent at $5.25 per square foot of gross leasable area.

Attachment: 23Springfield90TapleyPlusLand (7582 : Appropriation Order for Taking Damages for a Portion of 90-120 Tapley Street)

The Income Approach (continued)

Rear Yard Storage – The subject property has a land to building ratio that is consistent with competing properties in the market. The land to the rear of the building is superior when compared most competing industrial properties as it is visible from Interstate-291 which is located 25+/+feet above the site elevation. The rear land has good potential for the display and storage of large equipment. Typical industrial land is located in an industrial park without high traffic counts along the primarily frontage or rear/secondary frontage. Business such as truck rental, heavy equipment rental, trailer sales, tractor sales would likely pay a premium for space at the subject location. The I-291 and I-91 corridor is home to similar business such as Bee-Line Trailer Sales, Milton Rents, Hale Trailer, Sullivan Commercial Tire, Enterprise Truck Rental, Mercedes-Benz, Ryder Truck Rental, Penske Truck Rental, Fleet Pride Trailer and Marr Scaffolding.

Improvements - The subject property is currently generating income from the rear land primarily du to its proximity to the City DPW facility which has significant large vehicle storage requirements. rating income from. In the Fall of 2022, the City of Springfield replaced a scale on the parcel at cost of $75,000. The 36,000 sf of leased area was paved more than 20 years ago and repairs have been made as needed. The annual rental rate for the land is currently $ 38,550 or $1.07 per square foot. Based on the above lease rate, and a range of land capitalization rates and comparable sales of similar land, the current rental is above market rates and a decline in the income contribution from this property component is expected.

Sales of comparable land in the subject market sells at significantly lower rates when compared to the current contract rate. As the rental rate is significantly above market which makes the probability of renewal unlikely. Consideration is given to an abutter's premium which is likely whether leased to the city or an adjacent or nearby business such as American Tires Sales at 170 Tapley Street or Ryder Truck located at 220 Tapley Street. An outdoor equipment dealer would likely compare the subject property to traditional commercial land parcels with high traffic counts found on main arterial roads such as Route 20 or Route 5, 10/202, Route 21. We have given sales of these parcels in our analysis of contributory market rent for the rear land.

In our opinion, the contributory market rent of the currently leased parking area is $30,000 ($.83/sf). Therefore, upon lease expiration, a decline in rental income is expected. We added the interim above market lease payment to the final market value estimate as a lump sum adjustment.

❖

Gross Potential Income **–** Based on our market rent conclusion, we consider the subject's gross potential income based on 36,097 square feet of gross building area to be $219,509 ($6.08/sf.)

Attachment: 23Springfield90TapleyPlusLand (7582 : Appropriation Order for Taking Damages for a Portion of 90-120 Tapley Street)

The Income Approach (continued)

Vacancy and Collection Loss

This deduction takes into consideration the potential for lease renewal as well as the expenses associated with operating a property in the event a lease is broken along with an allocation for rent-up vacancy from inevitable tenant turnover. The deduction for vacancy includes reductions in gross potential income for the risk of vacancy and collection loss for financial risk associated with financial strength of the typical tenancy.

An allowance for vacancy and rent loss is typically considered necessary to account for overall vacancy, potential tenant turnover, and possible collection loss. After an analysis of the vacancy rate of competing properties in the market, we conclude a reasonable vacancy rate to be applied to the subject property is 5%.

Therefore, based on a 5% vacancy and collection loss estimate, the effective gross income (EGI) is $210,034 ($5.82/sf).

Estimated Operating Expenses

The appraisers were not provided with a detailed breakdown of the subject's operating expenses. The estimated expenses below are reflective of publicly available information pertaining to the subject property and market derived operational expenses for similar use properties.

Real Estate Taxes – Real estate taxes are considered to be a tenant expense in the analysis. However, a deduction is included based on the subject's actual annual tax burden for landlord expenses during times of vacancy and/or collection loss only.

Total Management and Administration – Management and administration expenses are estimated at 5% of the effective gross income.

Insurance – Insurance is considered to be mostly a tenant expense in the analysis. However, a deduction is included for landlord expenses during times of vacancy and/or collection loss only.

Maintenance – Maintenance is a tenant expense in the analysis.

Utilities – Utilities are considered to be a tenant expense in the analysis. A deduction is included for landlord expenses during times of vacancy and/or collection loss only.

Reserve for Replacements – A deduction is made for reserve for replacements at $0.17 per square foot in the analysis.

Total Expenses- Total Operating Expenses are estimated at $25,803 per year or $.71 per square foot.

Based on the preceding estimate of operating expenses we estimate the Net Operating Income (NOI) to be $184,231.

Attachment: 23Springfield90TapleyPlusLand (7582 : Appropriation Order for Taking Damages for a Portion of 90-120 Tapley Street)

The Income Approach (continued)

Rate Selection and Valuation

The following market yields were published by the Wall Street Journal on February 21, 2023 ranging from low-risk U.S. Treasuries to higher risk corporate bonds:

Type	Yield	52 Week Low	52 Week High
Federal Funds Effective Rate	4.58%	0.08%	4.58%
U.S. Treasuries			
U.S. Treasury - 10-Year Note	3.92%	1.68%	4.32%
U.S. Treasury - 30-Year Bond	3.94%	2.06%	4.42%
Bloomberg U.S. Corporate Index			
Double-A-rated (AA)	4.81%	2.60%	5.32%
Triple-B-rated (Baa)	5.61%	3.26%	6.44%

Based on the most recent data available from the RealtyRates.com - Investor Survey, capitalization rates for competing properties are:

RealtyRates.com Investor Survey Current and Historical Cap Rate Indices			
Year End	Industrial		Weighted Composite Index
2022	8.77%		9.14%
2021	8.60%		9.04%
2020	8.32%		8.75%
2019	8.72%		9.15%
2018	9.19%		9.64%
2017	8.96%		9.42%
2016	9.08%		9.48%
2015	8.93%		9.40%
2014	9.03%		9.52%
2013	9.07%		9.58%
2012	9.09%		9.60%

Direct Capitalization Parameters

We have used the mortgage equity technique in building up a Capitalization Rate using a 6.50% mortgage rate; an 80% Loan to Value ratio; a 25 Year loan term and a 12% equity capitalization/ dividend rate, consistent with the subject's age, condition, relative appeal. The calculation is shown on the following page:

Attachment: 23Springfield90TapleyPlusLand (7582 : Appropriation Order for Taking Damages for a Portion of 90-120 Tapley Street)

90 Tapley Street, Springfield, MA

36097 GLA

Appraisers Estimated Income and Expenses

Gross Income	sf	Rent/sf	**Annual**	**Per sf**
Market Rent - Building	36097	$5.25	**$189,509**	$5.25
Stabilzed Market Ground Rent 36000 sf Land			$30,000	$0.83
			$219,509	**$6.08**
Vacancy/Collection Loss		5.00%	-$9,475	-$0.26
Effective Gross Income			**$210,034**	**$5.82**
Operating Expenses				
Total Management/Admin		5.00%	$10,502	$0.29
Total Operating		Tenant	*$0*	$0.00
Total Maintenance / Repair		Tenant	*$0*	$0.00
Real Estate Taxes		Tenant	*$0*	$0.00
Insurance		Tenant	$0	$0.00
Other Landlord Expenses			$3,000	$0.08
Utilities- Vacant Space			$3,000	$0.08
Structural/Other Non Reimburseable			$3,000	$0.08
Leasing Commissions			$0	$0.00
Reserve for Replacements		3.00%	$6,301	$0.17
Total Expenses			**$25,803**	**$0.71**
NET OPERATING INCOME				
[NOI]			**$184,231**	**$5.10**

CAPITALIZATION RATE DETERMINATION

	Input	
LOAN RATIO:	80.00%	
EQUITY RATIO:	20.00%	
INTEREST RATE:	6.50%	
EQUITY DIVIDEND RATE:	12.00%	
LOAN PERIOD:	25	YEARS

80%	X	0.08102	=	6.482%	LTV % X Annual Constant
20%	X	12.00%	=	2.400%	LTV % X Equity Divident Rate
WEIGHTED RATE				**8.882%**	

VALUATION: 90 Tapley Street, Springfield, MA

CAPITALIZATION PROCESS:	ANNUAL INCOME	/	Overall Rate	=	VALUE
	$184,231	/	0.0888	=	**$2,074,210**
Above Market Ground Rent to Expiration					**$5,000**
					$2,079,210
Estimated Market Value via Income Approach					**$2,080,000** per sf $58

Attachment: 23Springfield90TapleyPlusLand (7582 : Appropriation Order for Taking Damages for a Portion of 90-120 Tapley Street)

The Income Approach (continued)

Conclusion of Value - Income Approach

After deducting expenses from the projected income, the net operating income is capitalized, which results in the market value estimates on the previous pages. The final market estimate via the Income Approach is summarized below:

Estimated Market Value - Income Approach
(Fee Simple)

$2,080,000 (rounded)

Attachment: 23Springfield90TapleyPlusLand (7582 : Appropriation Order for Taking Damages for a Portion of 90-120 Tapley Street)

Final Estimate of Value

The market value of the subject property as indicated by the applicable approaches is:

VALUE INDICATION SUMMARY – Land and Building	
Cost Approach	N/A
Market Approach	$1,950,000
Income Approach	$2,080,000

VALUE INDICATION SUMMARY – Rear Land Loss in Market Value	
Cost Approach	N/A
Market Approach	($450,000)
Income Approach	N/A

The Direct Sales Comparison Approach is based on recent sales of similar properties in the subject's market area. The sales data provided is considered to be the best available and most accurately reflects the market value of the subject property. This approach is given significant weight in this analysis.

The Income Approach to Value is considered to be a good indication of value. This approach provides a reliable technique for analyzing the subject property type. This technique is typically used by investors for similar properties and is considered to be reflective of market conditions. This approach is also given significant weight in our final value estimate.

Based on our analysis as presented herein, and after placing weight on the Direct Sales Comparison Approach and the Income Approach the estimated market value of the subject property as of the date appraisal is estimated to be:

Final Market Value Estimate
(Fee Simple)
$2,080,000

Final Market Value Estimate

($450,000)
(Loss in Market Value Caused by Partial Taking of Rear Land)

Attachment: 23Springfield90TapleyPlusLand (7582 : Appropriation Order for Taking Damages for a Portion of 90-120 Tapley Street)

Certification

We certify that to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.

2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.

3. We have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.

4. We have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

5. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

6. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.

7. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

8. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.

9. I, James F. Fisher, MAI, MA Cert. General License # 325, exp. 11/12/23 and I, Ryan Johnson MA Cert. Residential License # 75510, exp. 08/16/23 have made a personal inspection of the property that is the subject of this report.

10. No one provided significant real property appraisal assistance to the person(s) signing this certification.

11. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

Attachment: 23Springfield90TapleyPlusLand (7582 : Appropriation Order for Taking Damages for a Portion of 90-120 Tapley Street)

Certification

13. As of the date of this report, James F. Fisher, MAI has completed the continuing education program of the Appraisal Institute.

By reason of our investigation and by virtue of our experience and knowledge of the subject marketplace, we are of the opinion that the subject property has a market value, as of the date of appraisal as follows:

Final Market Value Estimate
(Fee Simple)
$2,080,000

Final Market Value Estimate
($450,000)

(Loss in Market Value Caused by Partial Taking of Rear Land)

James F. Fisher, MAI
Certified General Appraiser
MA Lic. # 325

Ryan Johnson
Certified Residential Appraiser
Massachusetts Lic. # 75510

Attachment: 23Springfield90TapleyPlusLand (7582 : Appropriation Order for Taking Damages for a Portion of 90-120 Tapley Street)

Assumptions and Limiting Conditions

1. The legal description furnished is assumed to be correct and no responsibility is assumed for matters legal in character nor is any opinion rendered as to title which is assumed to be marketable.

2. The maps, plats, and exhibits included in this report are for illustration only to help the reader visualize the property. They should not be considered as surveys or relied upon for any other purpose. No appraiser responsibility is assumed in connection therewith.

3. This appraiser, by reason of this report, is not required to give testimony or be in attendance in any court or before any governmental body with reference to the property in question unless arrangements have been previously made.

4. No engineering survey has been furnished to the appraiser, and no responsibility is assumed for engineering matters, mechanical or structural. Good mechanical and structural condition is assumed to exist.

5. Unless otherwise stated in this report, the existence of hazardous substances, including without limitation asbestos, polychlorinated biphenyls, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, or other environmental conditions, were not called to the attention of nor did the appraiser become aware of such during the appraiser's inspection. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser, however, is not qualified to test such substances or conditions. If the presence of such substances, such as asbestos, urea formaldehyde foam insulation, radon gas, or other hazardous substances or environmental conditions, may affect the value of the property, the value estimated is predicated on the assumptions that there is no such condition on or in the property or in such proximity thereto that it would cause a loss in value. No responsibility is assumed for any such conditions nor for any expertise or engineering knowledge required to discover them.

6. No soil survey has been furnished, and it is assumed that no surface or subsurface contaminants, pollutants, or discharge is present. The appraiser reserves the right to alter, amend, revise, or rescind any of the value opinions based upon any subsequent environmental impact studies, research, or investigation.

7. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws, unless noncompliance is stated and considered in this report.

8. No soil borings or analysis has been made of the subject. It is assumed that soil conditions are adequate to support standard construction consistent with the highest and best use as stated in this report.

Attachment: 23Springfield90TapleyPlusLand (7582 : Appropriation Order for Taking Damages for a Portion of 90-120 Tapley Street)

Assumptions and Limiting Conditions (continued)

9. It is assumed that all required licenses, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based, unless noncompliance is stated and considered in this report.

10. The individual values estimated for the various components of the subject property are valid only when taken in the context of this report and are invalid if considered individually or as components in connection with any other appraisal.

11. Financial projection and/or estimates are based on information and assumptions outlined in this report. The actual achievement of financial projections may be affected by fluctuating economic conditions and other factors not generally predictable in advance. Therefore, actual results achieved may vary substantially from our projection. Our analysis is not intended as an accurate future forecast, rather it is offered as an example of the type of analysis that an arms length purchaser of the subject property would consider.

12. The date of value to which the opinions expressed in this report is set forth in a letter of transmittal. The appraiser assumes no responsibility for subsequent economic or physical factors which may affect the opinions herein stated.

Attachment: 23Springfield90TapleyPlusLand (7582 : Appropriation Order for Taking Damages for a Portion of 90-120 Tapley Street)

ADDENDA

Attachment: 23Springfield90TapleyPlusLand (7582 : Appropriation Order for Taking Damages for a Portion of 90-120 Tapley Street)

Bk 24932 Pg208 #10774
03-09-2023 @ 12:13p

MASSACHUSETTS STATE EXCISE TAX
HAMPDEN COUNTY REGISTRY OF DEEDS
Date: 03-09-2023 @ 12:13pm
Ctl#: 141 Doc#: 10774
Fee: $.00 Cons: $10.00

Property Address: 90-120 Tapley Street, Springfield, Hampden County, Massachusetts

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that **90 TAPLEY, LLC,** a **New York** limited liability company with a principal place of business at 1330 Ave of the Americas, Suite 700B, New York, NY 10019

for consideration paid and in full consideration of **TEN DOLLARS ($10)**

grants co **TAPLEY 90 LLC,** a Massachusetts limited liability company with a principal place of business at 1330 Avenue of the Americas, Suite 700B, New York, New York

with **QUITCLAIM COVENANTS**

The land in Springfield, Hampden County, Massachusetts, more particularly described in Exhibit "A" attached hereto and made a part hereof.

Subject to leases, easements, covenants and restrictions of record if in force and applicable.

The Grantor has not elected to be treated as a corporation for federal tax purposes.

Being the same premises conveyed to the Grantor herein by deed from 90 Tapley LLC, by dated July 26, 2022, recorded as Book 24661, Page 161

[Signature Page to Follow]

Attachment: 23Springfield90TapleyPlusLand (7582 : Appropriation Order for Taking Damages for a Portion of 90-120 Tapley Street)

Bk 24932 Pg209 #10774

EXECUTED AS A SEALED INSTRUMENT THIS 6th Day of MARCH, 2023

90 TAPLEY LLC

By: _____
Name: Uri Mermelstein
Title: Authorized Signatory

By: _____
Name: Joseph Yushuvayev
Title: Authorized Signatory

STATE OF NEW YORK
COUNTY OF NEW YORK

On this 6th Day day of March, 2023, before me, the undersigned notary public, Uri Mermelstein and Joseph Yushuvayev as Authorized Signatories of 90 Tapley LLC personally appeared, proved to me through satisfactory evidence of identification, which were NYS driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as the Authorized Signatories of 90 Tapley LLC, a New York limited liability company.

Notary Public

ANDREW ESPOSITO
STATE OF NEW YORK
NOTARY PUBLIC
Qualified in Queens County
02ES6377948
MY COMMISSION EXPIRES 07/16/2026

Attachment: 23Springfield90TapleyPlusLand (7582 : Appropriation Order for Taking Damages for a Portion of 90-120 Tapley Street)

Bk 24932 Pg210 #10774

EXHIBIT "A"

A certain parcel of land situate of Springfield, bounded and described as follows:

SOUTHERLY and SOUTHEASTERLY by Tapley Street by two lines measuring eighty-three and 21/100 (83.21) feet and two hundred seven and 24/100 (207.24) feet, each respectively;

SOUTHWESTERLY, WESTERLY and SOUTHWESTERLY again by other land of the grantors, as shown on a plan hereinafter mentioned, by four lines measuring one hundred ten (110) feet, one hundred six and 32/100 (106.32) feet, one hundred six and 32/100 (106.32) feet and ninety (90) feet, each respectively;

NORTHWESTERLY by land marked "Poorvu Parcel 3", as shown on said plan, two hundred eighty-eight and 99/100 (288.99) feet;

EASTERLY and NORTHEASTERLY by land of the Westinghouse Electric Corporation, as shown on said plan, by two lines measuring one hundred forty-nine and 07/100 (149.07) feet and three hundred eighty-five and 19/100 (385.19) feet, each respectively.

Containing 2.5219 acres of land and being land marked "area = 2.5219 Acres" on a plan entitled "Plan of Land in City of Springfield, Mass., owned by Samuel W. & Sumner L. Poorvu", drawn by Durkee, White, Towne, and Chapdelaine, Civil Engineers and Land Surveyors, dated April 29, 1966, duly recorded with Hampden County Registry of Deeds, in Plan 103 Page 50.

CHERYL A. COAKLEY-RIVERA, REGISTER
HAMPDEN COUNTY REGISTRY OF DEEDS
E-RECORDED

Attachment: 23Springfield90TapleyPlusLand (7582 : Appropriation Order for Taking Damages for a Portion of 90-120 Tapley Street)

Bk 24661 Pg161 #46146
07-29-2022 @ 12:40p

MASSACHUSETTS STATE EXCISE TAX
HAMPDEN COUNTY REGISTRY OF DEEDS
Date: 07-29-2022 @ 12:40pm
Ctl#: 198 Doc#: 46146
Fee: $7,729.20 Cons: $1,695,000.00

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that **90 TAPLEY, LLC**, a Massachusetts limited liability company with a principal place of business at 90 Tapley Street, Springfield, Massachusetts

for consideration paid and in full consideration of **ONE MILLION SIX HUNDRED NINETY FIVE THOUSAND AND 00/100 ($1,695,000.00) DOLLARS**

grants to **90 TAPLEY, LLC, NEW YORK, NY**, a New York partnership with a principal place of business at 1330 Avenue of the Americas, Suite 700B, New York, New York

with **QUITCLAIM COVENANTS**

The land in Springfield, Hampden County, Massachusetts, more particularly described in Exhibit "A" attached hereto and made a part hereof.

Subject to leases, easements, covenants and restrictions of record if in force and applicable.

The Grantor has not elected to be treated as a corporation for federal tax purposes.

Being the same premises conveyed to the Grantor herein by deed of Peter B. Gordenstein and Ronald S. Gordenstein, as Personal Representatives of the Estate of June Gordenstein, dated September 3, 2021 and recorded on December 23, 2021 in the Hampden County Registry of Deeds in Book 24324, Page 87.

[Signature Page to Follow]

Property Address: 90-120 Tapley Street, Springfield, Hampden County, Massachusetts

Attachment: 23Springfield90TapleyPlusLand (7582 : Appropriation Order for Taking Damages for a Portion of 90-120 Tapley Street)

EXECUTED AS A SEALED INSTRUMENT THIS 26th DAY OF July, 2022

Witness
Francis Mirkin

90 TAPLEY, LLC

By: Ronald Gordenstein
Name: Ronald Gordenstein
Its: Manager
Duly Authorized

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN COUNTY, ss.

On this 26th day of July, 2022 before me, the undersigned notary public, personally appeared Ronald Gordenstein, Manager of 90 Tapley, LLC and proved to me through satisfactory evidence of identification, which was PERSONAL KNOWLEDGE, to be the person whose name is signed on the attached or preceding document and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and acknowledged to me that she signed it voluntarily for its stated purpose as the voluntarily as the free act and deed of said limited liability company.

_____, Notary Public
My commission expires: _____

FRANCIS R. MIRKIN
Commonwealth of Massachusetts
My Commission Expires
July 13, 2023

FRANCIS R. MIRKIN
Notary Public
Commonwealth of Massachusetts
My Commission Expires
July 13, 2023

FRANCIS R. MIRKIN
Notary Public
Commonwealth of Massachusetts
My Commission Expires
July 13, 2023

Attachment: 23Springfield90TapleyPlusLand (7582 : Appropriation Order for Taking Damages for a Portion of 90-120 Tapley Street)

Bk 24661 Pg163 #46146

EXHIBIT "A"

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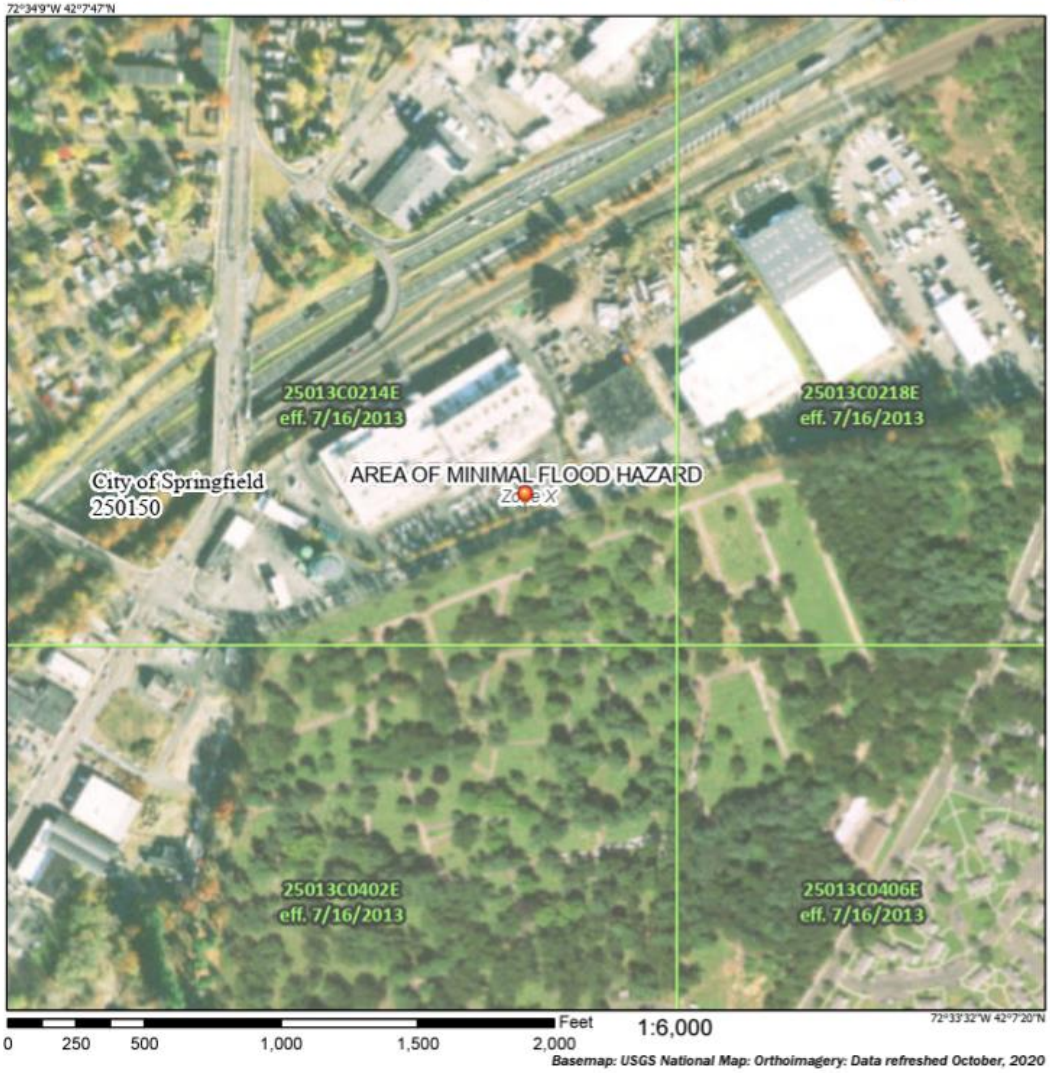
Containing 2.5219 acres of land and being land marked "area = 2.5219 Acres" on a plan entitled "Plan of Land in City of Springfield, Mass., Owned by Samuel W. & Sumner L. Poorvu", drawn by Durkee, White, Towne, and Chapdelaine, Civil Engineers and Land Surveyors, dated April 29, 1966, duly recorded with Hampden County Registry of Deeds, in Plan 103 Page 50.

CHERYL A. COAKLEY-RIVERA, REGISTER
HAMPDEN COUNTY REGISTRY OF DEEDS
E-RECORDED

Attachment: 23Springfield90TapleyPlusLand (7582 : Appropriation Order for Taking Damages for a Portion of 90-120 Tapley Street)

National Flood Hazard Layer FIRMette



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS
- Without Base Flood Elevation (BFE) Zone A, V, A99
- With BFE or Depth Zone AE, AO, AH, VE, AR
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD
- 0.2% Annual Chance Flood Hazard, Are of 1% annual chance flood with averag depth less than one foot or with drainag areas of less than one square mile Zone
- Future Conditions 1% Annual Chance Flood Hazard Zone X
- Area with Reduced Flood Risk due to Levee. See Notes. Zone X
- Area with Flood Risk due to Levee Zone D

OTHER AREAS
- NO SCREEN Area of Minimal Flood Hazard Zone X
- Effective LOMRs
- Area of Undetermined Flood Hazard Zon

GENERAL STRUCTURES
- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES
- 20.2 / 17.5 Cross Sections with 1% Annual Chance Water Surface Elevation
- Coastal Transect
- Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS
- Digital Data Available
- No Digital Data Available
- Unmapped

N

The pin displayed on the map is an approximat point selected by the user and does not repres an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 2/21/2023 at 11:28 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

Attachment: 23Springfield90TapleyPlusLand (7582 : Appropriation Order for Taking Damages for a Portion of 90-120 Tapley Street)

Realty Advisors
Commercial Real Estate Valuation
666 Bliss Rd., Suite 6. • Longmeadow, MA 01106 • Phone (413) 565-2220 • E-Mail jfish11@msn.com • realtyadvisors-ma.com

JAMES F. FISHER, MAI

President - Realty Advisors

BACKGROUND

James F. Fisher, MAI founder of Realty Advisors is a native of Braintree, Massachusetts and a graduate of Babson College in Wellesley, Massachusetts. He began his appraisal career in 1985 as an independent contractor for Connecticut's largest commercial appraisal firm, Edward F. Heberger and Associates of Cheshire, Connecticut. This association continued until 1989 and formed a sound base for his independent appraisal firm venture.

Mr. Fisher was awarded the SRPA (Senior Real Property Appraiser) designation from the Society of Real Estate Appraisers in 1987 and was awarded the MAI designation from the American Institute of Real Estate Appraisers in 1991.

Mr. Fisher has performed over 1,500 appraisals representing over half a billion dollars in assets throughout New England. He has experience in all commercial property categories, and specializes in complex analysis of income properties.

He has also performed various analyses on non traditional property types including:

> hotels, motels, golf courses, avigation easements, land taking for highways and urban renewal, nursing homes, municipal airports, power centers, travel centers, restaurants, industrial parks, sand and gravel operations, gas stations, mobile home parks, tennis clubs, skating rinks, auto dealerships, complex subdivisions, airport parking facilities, religious facilities, cooperative apartments, private boarding schools, plus a variety of property use conversion studies.

Mr. Fisher is co-founder of Mass*Comp* Data, formed in 1993 as the first data base of commercial real estate transactions in Massachusetts. The product is now used as part of the Appraisal Institute's National Commercial Real Estate Data Base.

Mr. Fisher has qualified as an expert in U.S. Bankruptcy Court, the Massachusetts Appellate Tax Board, Hampden County District Court, Berkshire County Superior Court, local housing courts, and has provided valuation services for land damages and right-of-way purposes.

EDUCATION

Babson College, Babson Park, Wellesley, Massachusetts
Degrees: Bachelor of Science in Business Administration
Concentration: Investments / Entrepreneurial Studies

Attachment: 23Springfield90TapleyPlusLand (7582 : Appropriation Order for Taking Damages for a Portion of 90-120 Tapley Street)

Appraisal Institute Courses:

1A	- Real Estate Appraisal Principles (AIREA)
101	- Introduction to Appraising Real Property
102	- Applied Residential Property Valuation
201	- Principles of Income Property Valuation
202	- Applied Income Property Valuation
SRPA	- Demonstration Report-Income Property
SRPA	- Experience Credit Verification
MAI	- Comprehensive Examination Requirement
MAI	- Experience Credit Verification

Completed numerous appraisal seminars including:

Expert Witness Testimony
Single Tenant Distribution Centers
Green Building Valuation
New Technology for Appraisers
Hotel Valuation
Professional Practice
DCF Analysis
Federal Regulations and Appraisal
Real Estate and GIS
Eminent Domain & Condemnation
Valuation of Detrimental Conditions in Real Estate
Revenue Forecasting
Appraisal Operations
GIS Applications
Feasibility/Option Value
Analyzing Distressed Real Estate
Nursing Home Appraisal
Eminent Doman and Condemnation
Connecticut Appraisal Law
IRWA- Easement Valuation
Federal Housing Appraisal Process
Narrative Report Writing
The Small Residential Income Property
Appraisal and Fair Lending
Limited Appraisals and Reporting Options
High Tech Appraisal Office
Standards of Practice A & B
Motel Valuation
Commercial Appraisal Clients
USPAP Update
Business Practice 420
Scope of Work
Marshall Swift Cost Training
Business Practices and Ethics

PROFESSIONAL AFFILIATIONS

MAI – Designation of the *Appraisal Institute* – 1991-Present

Recognized as being capable of conducting appraisals involving retail, commercial, industrial and numerous types of income generating properties by the largest independent association of appraisers in North America.

Appraisal Institute Offices held:

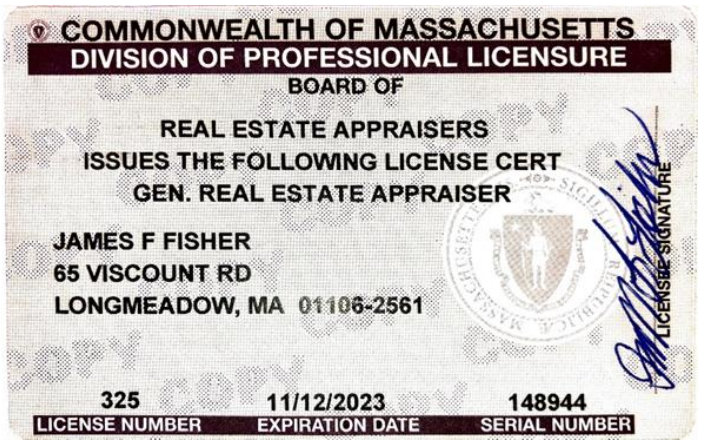
President	Western Massachusetts Chapter 1993
First Vice President	Western Massachusetts Chapter 1992
Admissions Chairman	Western Massachusetts Chapter 1991-1992
Director	Western Massachusetts Chapter 1991-1992

Real Estate Broker:	Massachusetts #136512
Certified General RE Appraiser:	Massachusetts #325
	Connecticut #1469

Other Offices Held:

Operations Board:	Western United Pioneers - 1999-2016

Attachment: 23Springfield90TapleyPlusLand (7582 : Appropriation Order for Taking Damages for a Portion of 90-120 Tapley Street)



COMMONWEALTH OF MASSACHUSETTS
DIVISION OF PROFESSIONAL LICENSURE
BOARD OF
REAL ESTATE APPRAISERS
ISSUES THE FOLLOWING LICENSE CERT
GEN. REAL ESTATE APPRAISER

JAMES F FISHER
65 VISCOUNT RD
LONGMEADOW, MA 01106-2561

LICENSEE SIGNATURE

325	11/12/2023	148944
LICENSE NUMBER	EXPIRATION DATE	SERIAL NUMBER

Attachment: 23Springfield90TapleyPlusLand (7582 : Appropriation Order for Taking Damages for a Portion of 90-120 Tapley Street)

RYAN M. JOHNSON

89 Hampden Road ▪ Somers, CT 06071 ▪ (860) 462-6237 ▪ johnsonappraisals@outlook.com

EXPERIENCE

Johnson Appraisals ▪ *Real Estate Appraiser, 2010 – present*

- Appraisal of residential real property in Western MA and Northern CT
- Single family, 2-4 family, condominium, vacant land
- Mortgage lending, bank-owned (REO), relocation, probate, estate, consulting, and private appraisal assignments
- Unique and complex assignment experience
- Emphasis on ethics, integrity, strong attention to detail, adherence to USPAP
- State of MA Certified Residential Appraiser # 75510. State of CT Certified Residential Appraiser # RCR.0002085. FHA Certified

Massachusetts Department of Revenue ▪ *Division of Local Services, Bureau of Local Assessment*
Assessment Advisor, 2013 - 2021

- Provide guidance and oversight to municipal finance officials in thirty-five assigned municipalities in Western MA
- Review and certify valuation methodologies and modeling concepts for all real and personal property in assigned communities for tax assessment purposes
- Review and approve standardized MA state forms involving sales reports, levels of assessment, assessed values by class, setting the tax rate, and calculation of new growth
- Perform data quality analysis to ensure all property is being valued in a fair and equitable manner and is being assessed at its fair cash value as per Massachusetts General Laws

RMJ Enterprises, LLC ▪ *Building and Remodeling Contractor, 2004 - 2014*

- Building and remodeling contractor serving Western MA and Northern CT
- General residential building and remodeling including new construction homes, renovations, additions, garages, window and door installation
- Commercial millwork installation - clients including custom build-out corporate offices, Outback Steakhouse, Bertucci's Restaurant, Aldi Supermarkets, Bobs Discount Furniture, Buffalo Wild Wings

EDUCATION

- Westfield State College ▪ Bachelor of Arts ▪ 2001
- Real Estate Appraiser Trainee ▪ 2010
- MA Certified Residential Appraiser ▪ 2012
- CT Certified Residential Appraiser ▪ 2013

Attachment: 23Springfield90TapleyPlusLand (7582 : Appropriation Order for Taking Damages for a Portion of 90-120 Tapley Street)

INDUSTRY SPECIFIC TRAINING

2010
- Basic Appraisal Procedures
- Basic Appraisal Principles
- USPAP 2010 / 2011 Version
- Residential Site Valuation and the Cost Approach

2011
- Residential Sales Comparison and Income Approach
- Statistics, Modeling, and Finance
- Advanced Residential Applications and Case Studies
- Residential Report Writing and Case Studies

2012
- Appraising Income Properties
- Market Analysis & Highest and Best Use

2013
- USPAP 2012 / 2013 Version

2014
- Appraising Green Homes
- General Appraiser Income Approach Part 1
- Introduction to Green Buildings: Principles & Concepts

2015
- Preparation of Data for Analysis for Modeling
- USPAP 2014 / 2015 Version

2016
- Dirty Dozen – 12 Elements to be Included in Every Report
- The NEW FHA Handbook 4000.1
- Managing Appraiser Liability

USPAP 2016 / 2017 Version

2017
- Essential Elements of Disclosures & Disclaimers
- IAAO - IPMS & Commercial Property Trends
- Residential Report Writing: More than Forms

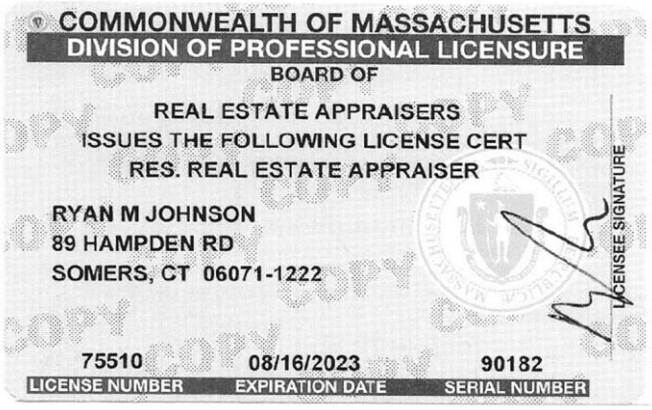
2018
- USPAP 2018 / 2019 Version
- Fannie Mae Appraisal Guidelines
- CT Appraisal Law Update
- Supporting Your Adjustments
- Affordable Rent-Restricted Property Valuation
- IAAO Course 102 – Income Approach to Valuation
- Intro to Expert Witness Testimony for Appraisers
- Evaluations, Desktops, and Other Limited Scope Appraisals

2019
- IAAO Course 101 – Fundamentals of Real Property Appraisal
- IAAO Class 331 – Mass Appraisal Practices and Procedures

2020
- IAAO Class 402 – Tax Policy

2021
- USPAP 2020 / 2021 Version
- Appraisal of Industrial and Flex Buildings
- Appraisal of Owner-Occupied Commercial Properties

Attachment: 23Springfield90TapleyPlusLand (7582 : Appropriation Order for Taking Damages for a Portion of 90-120 Tapley Street)



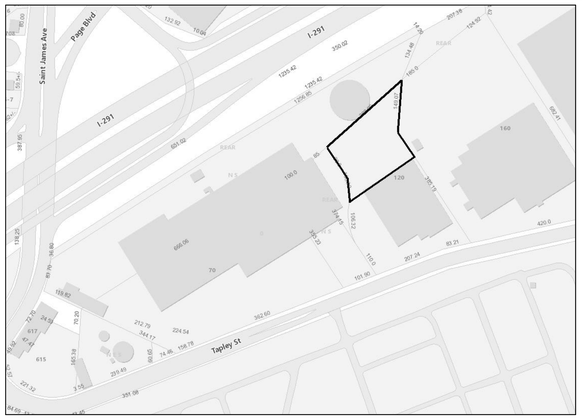
COMMONWEALTH OF MASSACHUSETTS
DIVISION OF PROFESSIONAL LICENSURE
BOARD OF
REAL ESTATE APPRAISERS
ISSUES THE FOLLOWING LICENSE CERT
RES. REAL ESTATE APPRAISER

RYAN M JOHNSON
89 HAMPDEN RD
SOMERS, CT 06071-1222

LICENSEE SIGNATURE

75510	08/16/2023	90182
LICENSE NUMBER	EXPIRATION DATE	SERIAL NUMBER

Attachment: 23Springfield90TapleyPlusLand (7582 : Appropriation Order for Taking Damages for a Portion of 90-120 Tapley Street)



LOCUS
(NOT TO SCALE)

THE CITY OF SPRINGFIELD
BOOK 6282 PAGE 211
PLAN BOOK 75 PAGE 36
PLAN BOOK 103 PAGE 50
PLAN BOOK 118 PAGE 105

PLAN BOOK 103 PAGE 50

EXISTING BUILDING

288.99'
N 47°56'53" E

S 03°27'50" W
149.07'

N 32°15'45" W
90.00'

PARKING LOT LEASE
AREA=40,292 SF

S 32°15'45" E
88.99'

EXISTING OVERHANG

EXISTING BUILDING

THE CITY OF SPRINGFIELD
BOOK 6282 PAGE 211
PLAN BOOK 75 PAGE 36
PLAN BOOK 103 PAGE 50
PLAN BOOK 118 PAGE 105

L=75.22'
R=127.19'

219.34'
S 57°43'42" W

EXISTING BUILDING

VANZANDT REALTY LLC
BOOK 19652 PAGE 520
PLAN BOOK 59 PAGE 19b

IRON ROD

THE CITY OF SPRINGFIELD
BOOK 6282 PAGE 211
PLAN BOOK 75 PAGE 36
PLAN BOOK 103 PAGE 50
PLAN BOOK 118 PAGE 105

THE CITY OF SPRINGFIELD
BOOK 6282 PAGE 211
PLAN BOOK 75 PAGE 36
PLAN BOOK 103 PAGE 50
PLAN BOOK 118 PAGE 105

TAPLEY 90 LLC
BOOK 24932 PAGE 208
PLAN BOOK 103 PAGE 50

GUN BARREL

TAPLEY STREET
A 1955 CITY OF SPRINGFIELD
60.00' WIDE LAYOUT
SEE H.C.R.D PLAN BOOK 16 PAGES 40 & 41

CONCRETE BOUND

LEGEND

GUN BARREL FOUND	○
IRON BAR FOUND	◉
BOUND FOUND	⊡

NOTE:

1. THE PARKING LOT LEASE AREA SHOWN ON THIS PLAN IS DESCRIBED AS (THE "DEMISED PREMISES" LOCATED BEHIND 90 TAPLEY STREET, SPRINGFIELD, MASSACHUSETTS) WITHIN CITY CONTRACT NO.: 20210108.

PLAN OF LAND IN
SPRINGFIELD, MASSACHUSETTS
SURVEYED FOR
CITY OF SPRINGFIELD

SCALE: 1" = 30'
0' 15' 30' 45' 60' 90'

DATE: JUNE 29, 2023

HERITAGE
LAND SURVEYING & ENGINEERING, INC.
241 COLLEGE HIGHWAY & CLARK STREET
POST OFFICE BOX 90
SOUTHAMPTON, MASSACHUSETTS 01073-0090
(413) 527-3600
INFO@HERITAGESURVEYS.COM

COMMONWEALTH OF MASSACHUSETTS
BRUCE A COOMBS
No. 27814
REGISTERED PROFESSIONAL LAND SURVEYOR

JOB # 8500-230602 | DWG # 8500TA01 | MAP # 8500-230629

Attachment: 90-120 Tapley St Lease Area-6-29-2023 (7582 : Appropriation Order for Taking Damages for a Portion of 90-120 Tapley Street)

Appraisal Review 2

90-120 Tapley Street
Springfield, Massachusetts 01104

Prepared For:
Thomas D Moore
Associate City Solicitor
City of Springfield Law Dept
2nd Floor
36 Court Street
Springfield, MA 01104

Prepared By:
James Daly
Daly Appraisal Services
One Financial Plaza
1350 Main Street, Suite 1410
Springfield, MA 01103

Effective Date of Valuation of Appraisal Report Under Review

April 21, 2023

Attachment: C23-60 - Daly Appraisal Review - 90 Tapley St plus land, Springfield, MA (7582 : Appropriation Order for Taking Damages for a

DALY appraisal Services
6 Royal Lake Drive, Suite 4, Braintree, MA 02184
One Financial Plaza, 1350 Main Street, Suite 1410, Springfield, MA 01103
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June 26, 2023

Thomas D. Moore, Esq.
Associate City Solicitor
City of Springfield Law Dept
2nd Floor
36 Court Street
Springfield, MA 01104

Re: Appraisal Review Report 2 - C23-60: 90-120 Tapley St, Springfield, MA 01104

Dear Attorney Moore:

At your request, we have prepared an Appraisal Review for the Appraisal Report conducted on the above named property by James F. Fisher, MAI, and Ryan Johnson of the appraisal firm Realty Advisors of Longmeadow, MA. The purpose of the review was to confirm the quality of the analysis, assumptions and conclusions drawn in the Appraisal Report which determined the property's: 1) "as is" Fee Simple Market Value and; 2) Prospective Loss in Market Value Caused by a Partial Taking of Rear Land.

As reviewers, we agree with the value conclusions reached by Realty Advisors. The intended user of our review is the City of Springfield. The intended use is to review the conclusions reached about the market value of the subject property for potential acquisition via eminent domain by the City of Springfield.

The subject property consists of a singular parcel containing approximately 2.52 acres of industrially zoned land. The site is improved by a single-story warehouse building built circa 1954. The City is considering a full taking.

The building has 35,134 sf of GBA which includes 7,934 SF of office space, an open warehouse floor space with 17 ft high ceilings, six loading docks, and four drive-in doors. There is an asphalt parking lot on three sides of the building, which provides 75+/- spaces. The City of Springfield is also considering a partial taking, in which 36,000 SF +/- of rear land would be acquired instead of the entire property. Please see map of partial taking in the Addendum.

The analysis and conclusion within the attached Appraisal Review are based upon field research, data collected from market participants, and public records. The accompanying report has been made in accordance with the Uniform Standards of Professional Appraisal Practice.

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The real estate appraisal under review is identified as:

Appraisal Type	Appraisal Report
Effective Valuation Date	April 21, 2023
Report Date	June 9, 2023
Appraiser 1	James F. Fisher, MAI
Appraiser 2	Ryan Johnson

Based upon the analyses presented in the report, the appraisers' estimated value, of the fee simple interest, is:

EFFECTIVE DATE	PROPERTY CONDITION	ESTIMATED VALUE
April 21, 2023	"As Is" Value	$2,080,000

Based upon the analyses presented in the reports, the appraisers' estimated value, of the Loss in Market Value Caused by Partial Taking of Rear Land, is:

EFFECTIVE DATE	PROPERTY CONDITION	ESTIMATED VALUE
April 21, 2023	Loss in Market Value Caused by Partial Taking of Rear Land (36,000 SF)	$450,000

The final report appears to be accurate, complete, and to have been prepared consistent with the appraisers' certifications. The data and analysis presented in the report provides support for the appraiser's conclusions. There were no limiting or extraordinary conditions noted that would detract from the overall credibility of the appraisal report.

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Thank you for contacting our firm for this assignment. If you have any questions concerning our review and analysis, please contact us at 413-301-5473.

Sincerely,

James M. Daly

James Daly
MA General Certification #75253

Attachment: C23-60 - Daly Appraisal Review - 90 Tapley St plus land, Springfield, MA (7582 : Appropriation Order for Taking Damages for a

Summary of Salient Facts

Type of Report:	Appraisal Review
Location:	90-120 Tapley Street Springfield, MA 01104
Owner of Record:	90 Tapley LLC
Rights Appraised:	Fee Simple
Zoning:	Industrial A (IA) General Industrial
Subject Land Area:	2.52 acres
Subject Improvements:	Subject property consists of a singular parcel containing approximately 2.52 acres of industrially zoned land. The site is improved by a single-story warehouse building built circa 1954 with approximately 35,134 sf of GBA.
Purpose of the Appraisal:	To develop and report an informed and independent review of the results rendered in the appraisal report under review concerning the “as is” Market Value of the subject property.
Intended User of the Appraisal:	City of Springfield
Intended Use of the Appraisal:	Potential acquisition of entire property via eminent domain by the City of Springfield. Potential partial acquisition of property’s rear land via eminent domain by the City of Springfield.
Effective Date of Valuation:	April 21, 2023
Extraordinary Assumption:	That GBA and condition of subject is as reported by appraisal under review.

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Estimate of Market Values in Appraisal Report Under Review

Final "As Is" Fee Simple Value	$2,080,000
Marketing and Exposure Time	<12 months
Loss in Market Value by Partial Taking of Rear Land	$450,000
Marketing and Exposure Time	<12 months

Appraisal Review By:

James Daly
Daly Appraisal Services
One Financial Plaza
1350 Main Street, Suite 1410
Springfield, MA 01103

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90-120 Tapley St, Springfield, MA - Photos taken by James Daly on April 20, 2023

Front of building faces south east (Tapley St)

Street scene looking east on Tapley St

Street scene looking west on Tapley St

Curb cut on Tapley St

Cemetery across the street

Side 1 – Faces south west

Attachment: C23-60 - Daly Appraisal Review - 90 Tapley St plus land, Springfield, MA (7582 : Appropriation Order for Taking Damages for a

90-120 Tapley St, Springfield, MA - Photos taken by James Daly on April 20, 2023

Side 2 – Subject on left, neighbor American Tire on right

Neighboring property American Tire

Rear/Side view of subject property – Faces north west

Rear view neighboring property Springfield DPW

Igloo-shaped maintenance structure used by Springfield DPW

Rear parking area

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Real Estate Risks

National, regional, and local economic conditions and rising interest rates have increased the risk associated with commercial and industrial real estate downturns.

Real Estate Opportunities

A recent (January, 2023) article from the New England Real Estate Journal detailed 3 main items to consider for the 2023 Springfield industrial real estate market. The information is provided by John and Jack Reed of CBRE, Hartford, CT:

- Demand continues in the Greater Springfield market in the 10,000-50,000 s/f range with this sector having the least availability of industrial product.
- As the inventory tightens, the market is experiencing an increase in lease rates and sale prices. This sale price and lease rate improvement is timely as operating expenses and construction costs continue to increase.
- With 2022 ending, the summary on the year was one of high demand, low availability, and record pricing. It is believed that 2023 will hold many of those same characteristics.

Scope of Work: EXTENT OF THE REVIEW PROCESS

The review process includes, but is not limited to the following:

1. A reading of the report under review to form an opinion as to its completeness;
2. An analysis as to the adequacy and relevance of the data used and the propriety of any adjustments made;
3. An analysis as to whether or not the appraisal methods and techniques used are appropriate and, if not, development of the reasons for disagreement;
4. An analysis as to whether or not the analyses, opinions, and conclusions in the report under review are appropriate and reasonable, and, if not, development of any reasons for disagreement with the original appraisal;

The review process does not include:

1. An independent appraisal of the property;
2. An inspection of the subject (unless otherwise noted);
3. An inspection of the comparable market data (unless otherwise noted);
4. Independent research or verification of the data supplied by the appraisal within the report (unless otherwise noted). Factual information provided is assumed to be correct unless otherwise indicated in this review.

Purpose, Intended User, and Intended Use

The purpose of the assignment is to review the appropriateness of the conclusions and reasonableness of the value opinion determined within the submitted report. The intended user is the City of Springfield. The intended use is to review the appraisers' conclusions regarding the market value of the subject property for potential acquisition via eminent domain by the city of Springfield.

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File Documentation

Reference may be made to file memorandum that may (a) outline in more detail the review process conducted, and (b) contain additional market information and supplemental analyses in support of the appraiser's conclusion of value. The appraiser is required to maintain those records in a documented work file in accordance with the Uniform Standards of Professional Appraisal Practice.

Assumptions and Limiting Conditions

The submitted review memorandum/report is subject to underlying assumptions and limiting conditions qualifying the information it contains as follows.

1. Possession of this Appraisal Review, or copy thereof, does not carry with it the right of publication.
2. This Appraisal Review is intended solely for the internal use of the client or its assigns. Neither all nor any part of the contents of this Appraisal Review shall be disseminated to the public through advertising, public relations, news, sales nor other media without the prior written consent and approval of the Appraiser.
3. Unless prior arrangements have been made, the reviewer, by reason of this Appraisal Review, is not required to give further consultation or testimony, or to be in attendance in court with reference to the property that is the subject of this review.
4. Unless stated otherwise in the review, the analyses, opinions and conclusions in this Appraisal Review are based solely on the data, analyses and conclusions contained in the appraisal report under review. It is assumed that these data are representative of existing market data. No attempt has been made to obtain additional market data for this Appraisal Review unless otherwise stated.
5. All analyses, opinions and conclusions expressed by the reviewer are limited by the extent of the review process as defined herein.
6. The conclusions apply only to the property specifically identified and described herein and in the reviewed appraisal report.
7. The reviewer has made no legal survey nor have they commissioned one to be prepared. Therefore, reference to a sketch, plat, diagram or previous survey appearing in the report is only for the purpose of assisting the reader to visualize the property.
8. No responsibility is assumed for legal matters existing or pending, nor is opinion rendered as to title, which is assumed to be good.
9. Reviewer Competency: The signatory of this Appraisal Review is a fully qualified commercial appraiser who has been involved in the valuation and/or review of many similar properties. The education and experience in valuing and reviewing similar properties satisfy the Competency Rule of USPAP. The professional qualifications of the person(s) performing this review are attached to this review document.

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The purpose of the review was to:

1) Check the appraisal report for completeness, accuracy, and conformity to professional standards;
2) Form opinions concerning the adequacy of the information, the relevance of the methodology and the reliability of the conclusions;
3) Revise the value estimate(s), if necessary, in compliance with professional standards, based upon the reviewer's interpretation and analysis of the market information and any additional information obtained for the assignment by the reviewer; and
4) Prepare a written record of the results.

The following comments are noted regarding the property from the appraisal report:

Summary of Real Estate

Property Rights	Fee Simple
Details of Land Area & Site Improvements	2.52 acres of land area 290.45 feet of frontage on Tapley Street
Details of Building and structural improvements	Industrial use Brick/Masonry/Concrete block constructed industrial building 1954 year built 36,097 SF of gross building area includes 7,934 SF of office The building is constructed with concrete slab foundation, flat rubber roof, commercial metal-framed windows, and consists of wet sprinkler system, gas-fired hot water heat (with some central air in office space), three phase electric, and six loading docks. In March/April of 2023, significant capital improvements were made to the building. Modifications to dock height doors; older window replaced with new windows; older fencing was removed and replaced; a new driveway was installed on the northerly side of the building; a new sign indicating a new tenant will be occupying the building soon (L&W Supply). Interior renovations appear to be taking place as well. The estimated cost of the work as reported by the City of Springfield Building Department is $234,483.
Occupancy Type	Currently Broadway Office Interiors. Soon to be L&W Supply.
Identified Risks	None
Neighboring Uses	Nearby neighboring uses include the Springfield Building Division and Department of Public Works abutting the subject to the west; American Tire Service and Sales abutting the subject to the east; Oak Grove Cemetery across the street to the south. Other nearby uses include Martinez Tire Exchange, Bay auto Tires and Wheels, Ryder Truck Rental, and Payless Auto Glass.

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Market Analysis Summary	The City of Springfield is the economic, financial, educational, cultural and transportation center of the Pioneer Valley region in Western Massachusetts. The city encompasses 31.87 square miles, and as of the 2020 census, had a population of approximately 155,929, (4,939 persons per square mile).

Reviewer's Comments: The market analysis summary is missing data on recent commercial/residential real estate trends. Otherwise, the data and analysis presented in the above sections provides support for the appraiser's conclusions.

Purpose of the Appraisal (p 2 and 4)

The appraiser states the purpose of the report is to estimate Market Value of the Fee Simple Estate; and; 2) the Prospective Loss in Market Value Caused by a Partial Taking of 36,000 SF+/- of Rear Land.

Reviewer's Comments: The purpose of the appraisal is correct and in accordance with the Engagement Letter. We were not given copies of any leases that could encumber the property. According to Asst. City Solicitor Thomas Moore, "the new owners of the property have reportedly entered into a new lease agreement with a tenant, however, and most unfortunately, they have been unwilling to provide us access to the interior of the premises, nor have they given us a copy of the lease (or its basic terms) to review." Given the lack of lease information provided, the appraisers utilized market data and evaluated the subject property on a fee simple basis. We believe this action was reasonable and appropriate.

Subject Photographs (p 6-14)

The appraisers stated interior access was not granted by the current occupant. The appraisers took exterior pictures only.

Reviewer's Comments: The current occupant did not grant us interior access either. The exterior pictures appear taken by the appraisers are similar to our own and appear to be accurate.

Legal Description/History (p 15)

The most recent transfer of the property was on March 9, 2023 and recorded in the Hampden District Registry of Deeds Book 24932, Page 208. The grantor in the transaction was 90 Tapley, LLC. The purchase price recorded on the deed was $10.

The previous transfer of the subject property was recorded in the Hampden County Registry of Deeds on July 29, 2022 in Book 24661 Page 161 for $1,695,000. The property was transferred from 90 Tapley, LLC (Ronald and Peter Gordenstein) to 90 Tapley, LLC New York, NY (Uri Mermelstein and Joseph Yushuvayev).

Reviewer's Comments: Based on the information provided, the appraiser's recent transaction history appear to be accurate and well supported.

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Interest Appraised (p 16)

The appraisers identify the property right to be appraised as fee simple.

Reviewer's Comments: Based on the information provided, the appraisers' conclusion is supported.

The appraisers also supply a definition of Market Value as it pertains to Commonwealth of Massachusetts law as it pertains to eminent domain takings. As they note, "This appraisal has been conducted under the jurisdiction of the Commonwealth of Massachusetts and therefore the definition of market value as determined by the courts of the Commonwealth of Massachusetts has been herein utilized."

Definition of Market Value & Eminent Domain Terms (p 16)

The appraisers include the correct language for this required portion of the report.

Reviewer's Comments: Daly Appraisal Services also includes the following language about Alternative Definitions of Value, which we believe are worthy of inclusion:

Alternative Definitions of Value

· Market Value is the value to a typical buyer.
· Investment Value is the value to a specific buyer or investor.
· Value to Lender is based on minimizing the likelihood of becoming an owner through default.
· Value to User could reflect noninvestment criteria.
· Going Concern Value is the value of the real estate and business housed there combined. This includes furniture, fixtures, and equipment (FF&E), operating supplies and equipment (OS&E), and goodwill and intangibles. Most real estate appraisers lack the expertise to arrive at a Going Concern Value. Valuing a business is often best left to a business valuation expert.

The appraisers supply definitions of terms utilized in eminent domain cases, such as eminent domain, just compensation, condemnation, partial taking, remainder, severance damages, and highest and best use larger parcel. Regarding the prospective partial taking, they also discuss unity of ownership, contiguity, and unity of use, three conditions that establish the larger parcel for consideration of severance damages.

Marketing/Exposure Time (p 16)

It is the appraiser's opinion that, if offered for sale at the appraised price, the subject would have 12 months or less of marketing and exposure time.

Reviewer's Comments: The appraisers' conclusion is supported by the data presented.

Attachment: C23-60 - Daly Appraisal Review - 90 Tapley St plus land, Springfield, MA (7582 : Appropriation Order for Taking Damages for a

Community and Neighborhood Overview (p 18-21)

The appraiser states the City of Springfield is located in the Connecticut River Valley region of Western Massachusetts, in the south-central portion of Hampden County. Springfield is the economic, financial, educational, cultural and transportation center of the Pioneer Valley region in Western Massachusetts.

The appraiser mentions the subject property is located on Tapley Street in the Bay area of Springfield. Route 291, which connects Interstate 91 to the Massachusetts Turnpike (Rout 90), is just to the north. The subject abuts the Springfield Department of Works building which is directly to the west.

Reviewer's Comments: The appraisers' data and analysis is very thorough and well supported.

Zoning (p 23-25)

The appraiser states the subject is located in the Industrial A zoning district.

Reviewer's Comments: The list of site uses is thorough. The zoning information is accurate and correctly notes that industrial use is allowed with site plan review.

Taxes and Assessment (p 26)

The appraisers correctly note that the property is assessed at $1,488,800, the commercial rate of $36.40/$1,000, and total tax burden of $54,192.

Reviewer's Comments: The appraiser's data is accurate but incomplete. The City of Springfield participates in the Community Preservation Act (CPA), which places an additional tax burden on property. The appraisers do not include CPA information. There is an additional $758.28 due in CPA taxes, making the overall tax burden $54,950.60 ($54,192.32 + $758.28) rather than just $54,192.

Summary of Site Characteristics (p 27)

Reviewer's Comments: These appear accurate

Survey, Aerial Photo, Flood Map (p 28-29 and Addendum)

Reviewer's Comments: These appear accurate

Summary of Building Improvements (p 30)

Reviewer's Comments: These appear accurate

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Land Proposed for Partial Taking as Defined by Existing Lease Exhibit A-2 (p 31)

The appraisers provide a visual depiction of the prospective land area of 36,000 SF, the rear land area. They make the general assumption that the remainder (i.e., the property that is left) "will have a 10+/- foot rear setback line to allow for access and maintenance to the building. We have assumed that the rear parcel proposed for taking will have access over the remainder parcel by a 25+/- foot right of way to Tapley Street. **These are important assumptions because they render both the remainder and the prospective partial taking with similar utility that they have now. This helps them support their conclusion on Page 34 that "there is no change in the highest and best use of the property before and after the proposed taking."**

Highest and Best Use (p 32)

As vacant, the appraisers conclude the Highest and Best Use of the property would be for its continued use as an industrial building.

As improved, the appraiser mentions the subject's extensive history as an industrial use and concludes its highest and best use is for its continued use as an industrial building.

Reviewer's Comments: The appraiser's definition, explanation, and conclusion for highest and best use is accurate.

Valuation Methodology/The Appraisal Process (p 36) – Direct Sales Comparison Approach - Land

The appraisers have used the Sales Comparison Approach to estimate the value for the rear land area of 36,000+/- feet.

Reviewer's Comments: The Sales Comparison Approach is considered the most appropriate method of valuing this property type. and are further discussed below in this review.

Attachment: C23-60 - Daly Appraisal Review - 90 Tapley St plus land, Springfield, MA (7582 : Appropriation Order for Taking Damages for a

Sales Comparison Approach to Value (p 37-39)

The Sales Comparison Approach is defined as:

> *"...a set of procedures in which a value indication is derived by comparing the property being appraised to similar properties that have been sold recently, applying appropriate units of comparison, and making adjustments to the sale prices of the comparables based on the elements of comparison.*

The following summarizes the **Sales Comparison Approach**

# of Sales	6
Date of Sale Range	11/2020 - 9/2022
Sale Price Range	$299,000 - $2,750,000
Price/SF Range (Unadjusted)	$6.46 - $17.45
Adjustment Level Range (Net Adj.))	-10% - 35%
Price/SF Range (Adjusted)	$8.72 - $14.61
Indicated Value/SF	$12.50 per SF
Indicated Value	$450,000

Reviewer's Comments: The Sales Comparison Approach, as developed, appears reasonable and the conclusions appear supported by the data and analysis presented.

Valuation Methodology/The Appraisal Process (p 40) – Subject Property as a Whole

The appraiser has used the Sales Comparison Approach and Income Approach to estimate the value for the subject.

Reviewer's Comments: The Sales Comparison and Income Approaches are considered to be the most appropriate method of valuing this property type and are further discussed below in this review.

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Sales Comparison Approach to Value (p 41-49)

The Sales Comparison Approach is defined as:

> *"...a set of procedures in which a value indication is derived by comparing the property being appraised to similar properties that have been sold recently, applying appropriate units of comparison, and making adjustments to the sale prices of the comparables based on the elements of comparison.*

The following summarizes the **Sales Comparison Approach**

# of Sales	5 closed sales, 1 listing
Date of Sale Range	11/2020 - 10/2022
Sale Price Range	$725,000 - $3,700,000
Price/SF Range (Unadjusted)	$35.90 - $49.52
Adjustment Level Range (Net Adj.))	5% - 35%
Price/SF Range (Adjusted)	$47.48 - $56.02
Indicated Value/SF	$54 per SF
Indicated Value	$1,950,000

Reviewer's Comments: The Sales Comparison Approach, as developed, appears reasonable and the conclusions appear supported by the data and analysis presented.

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Income Approach to Value (p 50-57)

The Income Capitalization Approach is defined as:

> "…a systematic valuation process which consists of methods, techniques and mathematical procedures that are used to analyze a property's capacity to generate benefits (i.e. usually the monetary benefits of income and reversion) and convert these benefits into an indication of present value. The Income Capitalization Approach is described as a part of the systematic valuation process, but the various methods, techniques and procedures used in the approach are general-purpose analytical tools applicable in the valuation and evaluation of income-producing properties."

There are several valuation techniques that may be utilized within the Income Approach. The two techniques most often utilized are Direct Capitalization and Discounted Cash Flow analysis. The use of these techniques is determined by the nature and duration of the cash flow that the property provides.

Direct Capitalization applies a rate to an estimated net annual income, which is assumed to remain stable over a specified holding period, while a Discounted Cash Flow analysis is a more detailed analysis of yearly cash flows, which may fluctuate over the holding period.

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The following Summarizes the **Income Capitalization Approach**

Methodology	**Direct Capitalization**
Summary of Income Projections	Economic Rent 7 rental comparables ranging from $5.35-$8 per SF $5.25 per SF used for subject building plus $.83 per SF for leased parking area for $6.08 per SF total. $6.08 per SF X 36,097 SF = $219,509 for PGI.
Summary of Vacancy & Credit Loss	**5%**
Summary of Operating Expense Estimates	**12.3% of EGI or $25,803**
Summary of Rates Applied	Going in Overall Rate: Going Out Overall Rate: Discount Rate: **8.88%** Income Growth Rate: Exp Growth Rate: Leasing Costs: TI Costs: Holding Period: Selling Costs:
Indicated Value	**$2,080,000**

Reviewer's Comments: The Income Approach, as developed appears reasonable, and the conclusions appear supported by the data and analysis presented.

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Final Estimate of Value

Property as a Whole

For the value estimates, primary reliance was placed on both the Sales Comparison and Income Approaches.

Therefore, based upon the above, the market value of the fee simple interest in the subject property was estimated as follows:

Effective Date	Property Condition	Estimated Value
April 21, 2023	"As Is" Value	$2,080,000

Reviewer's Final Conclusions: The value conclusion is appropriate and reasonable given the data and analyses presented.

Partial Interest

Based upon the analyses presented in the reports, the appraisers' estimated value, of the Loss in Market Value Caused by Partial Taking of Rear Land, was estimated as follows:

Effective Date	Property Condition	Estimated Value
April 21, 2023	Loss in Market Value Caused by Partial Taking of Rear Land (36,000 SF)	$450,000

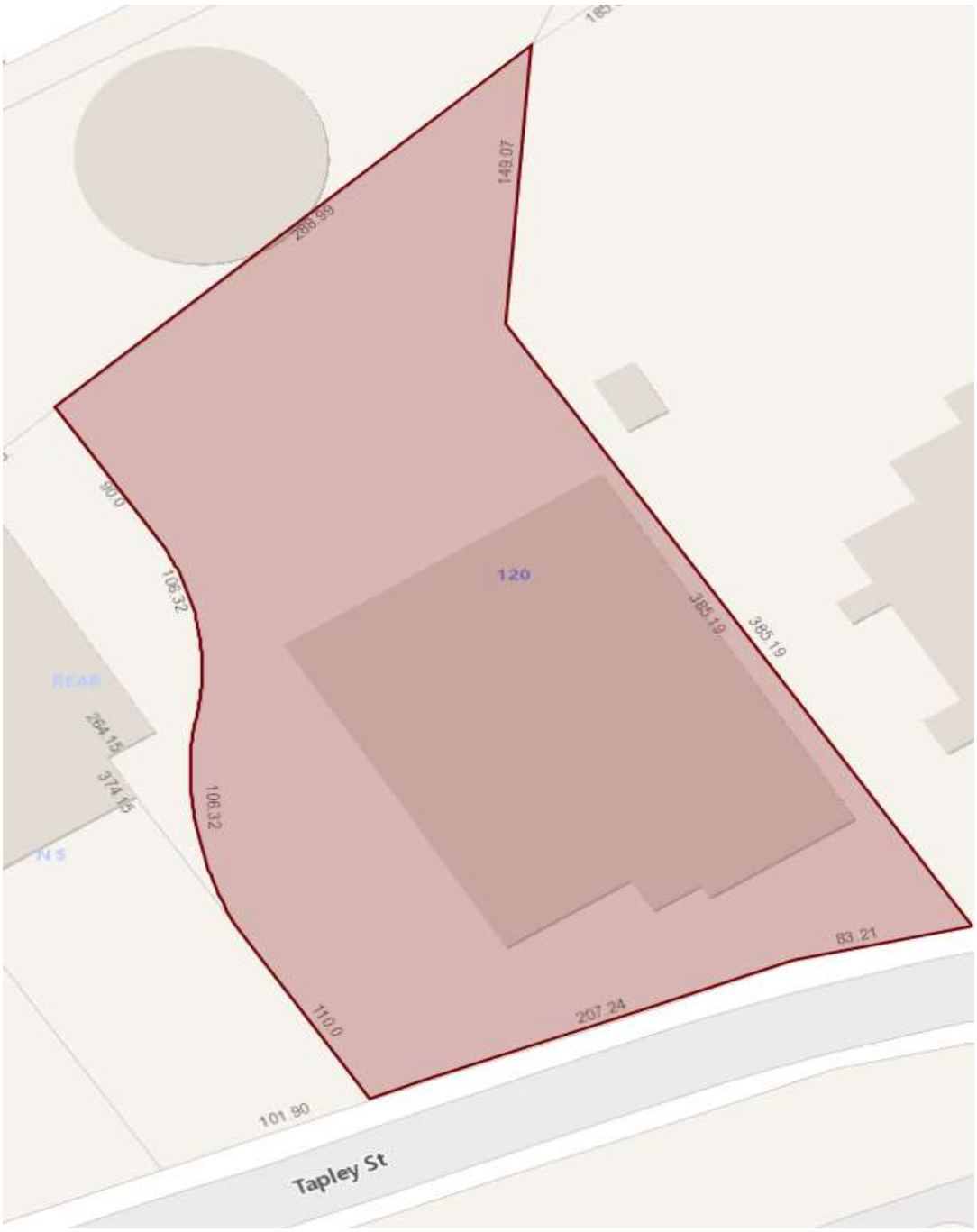
Reviewer's Final Conclusions: We note that the appraisers conclude on Page 35 that they "have used an analysis of the part taken to arrive at the loss in market value caused by the proposed taking of the rear land. They further state, "We have carefully analyzed the impacts to the remainder parcel which includes the building. In our opinion, there is no damage to the remainder, and therefore severance calculation is not included." In my opinion, the value conclusions arrived at are appropriate and reasonable given the data and analyses presented. I agree with the $450,000 value conclusion and that there is no damage to the remainder. Therefore, to conclude that no severance calculation should be made is appropriate.

Attachment: C23-60 - Daly Appraisal Review - 90 Tapley St plus land, Springfield, MA (7582 : Appropriation Order for Taking Damages for a

Addendum

Attachment: C23-60 - Daly Appraisal Review - 90 Tapley St plus land, Springfield, MA (7582 : Appropriation Order for Taking Damages for a

Assessor's Map



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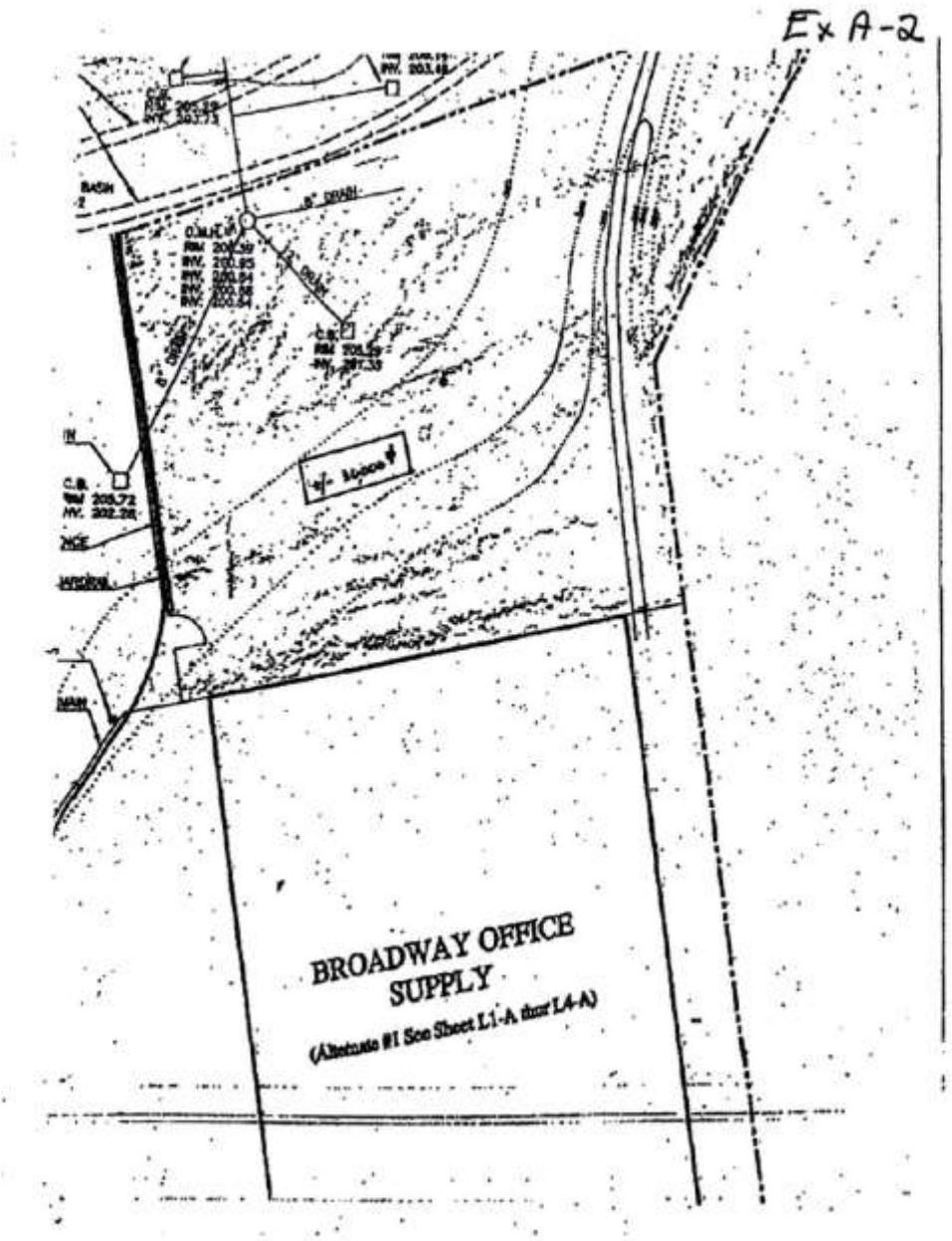
Land Proposed for Partial Taking as Defined by Existing Lease Exhibit A-2



We have assumed the remainder will have a 10+/- foot rear setback line to allow for access and maintenance to the building. We have assumed the rear parcel proposed for taking will have access over the remainder parcel by a 25+/- foot right of way to Tapley Street.

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Field Card

COMMERCIAL PROPERTY RECORD CARD

CITY OF SPRINGFIELD

Situs: 120 TAPLEY ST **Map ID:** 114150008 **Class:** 401: Manufacturing Warehouse Facilities **Card:** 1 of 1

Assessed Owner

90 TAPLEY, LLC, NEW YORK NY
1330 AVENUE OF THE AMERICAS
SUITE 700B
NEW YORK NY 10019

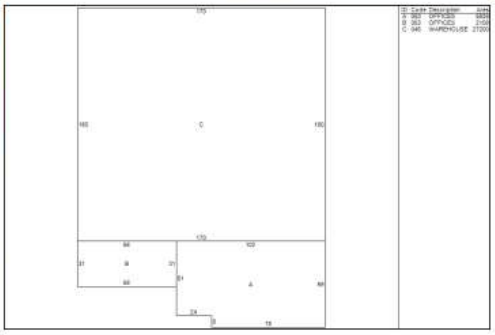
General Information

Living Units:
Neighborhood: 708
Alternate:
Zoning: I2
Class: I

Photo

Open enlarged photo

Diagram



Click to view enlarged version

Land Information

Type		Size	Influence Factors	Influence %	Value
PRIMARY	ACREAGE	2.5200			165,760

Total Acres: 2.5200

Assessment Information

	Assessed	Appraised	Cost	Income	Market
Land	165,800	165,800	165,800	165,800	0
Building	1,323,000	1,323,000	1,232,900	1,323,000	0
Total	1,488,800	1,488,800	1,398,700	1,488,800	0

Value Flag: INCOME APPROACH **Manual Override Reason:**

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Entrance Information

Date	ID	Entry Code	Source
2012-12-07	1	ENTRY GAINED	OTHER
2010-07-27	FG	ESTIMATED FOR MISC REASON	OTHER

Permit Information

Date Issued	Number	Price	Purpose	% Complete
2022-11-15	OT-00164AL	64,483	AL	
2011-12-27	11BDOT-00569RE	28,000	REPAIR	100

Sales/Ownership History

Transfer Date	Price	Type	Validity	Deed Ref.	Deed Type	Grantee
2022-07-29	1,695,000	LAND + BLDG	VALID SALE	24661 / 161		90 TAPLEY, LLC, NEW YORK NY
2021-12-23	0	LAND + BLDG	TRANSFER OF CONVENIENCE	24324 / 87		90 TAPLEY, LLC
2002-06-17	0	LAND + BLDG	TRANSFER OF CONVENIENCE	12388 / 0191		GORDENSTEIN JUNE
2001-12-14	0	LAND + BLDG	TRANSFER OF CONVENIENCE	12035 / 0142		GORDENSTEIN WALTER H & JUNE

Building Information

Year Built/Eff Year: 1954 /
Building #: 1
Structure Type: WAREHOUSE
Identical Units: 1
Total Units:
Grade: C+
 # Covered Parking:
 # Uncovered Parking:
DBA:

Building Other Features

Line	Type	+/-	Meas1	Meas2	# Stops	Ident Units
3	CANOPY ONLY		160	1		1
3	CANOPY ONLY		80	1		1
3	OVERHEAD DR-WOOD/MTL		64	1		7
1	SPRINKLER SYS WET		36,097	1		1

Attachment: C23-60 - Daly Appraisal Review - 90 Tapley St plus land, Springfield, MA (7582 : Appropriation Order for Taking Damages for a

Interior / Exterior Information

Line	Level From	-To	Int Fin	Area	Perim
1	01	01	100	5,829	291
2	01	01	0	2,108	99
3	01	01	0	27,200	660
4	E1	E1	67	480	64
5	M1	M1	100	480	64

Use Type	Wall Height	Ext Walls	Construction	Partitions	Heating	Cooling	Plumbing	Physical	Functional
OFFICES	15	Brick Veneer	FIRE RESISTANT	NORMAL	HW/STEAM	CENTRAL	NORMAL	5	3
OFFICES	15	Brick Veneer	FIRE RESISTANT	NORMAL	UNIT HEAT	NONE	NORMAL	5	3
WAREHOUSE	19	Brick Veneer	FIRE RESISTANT	NORMAL	UNIT HEAT	NONE	NORMAL	5	3
ENCLOSURE	8	Enclosure	WOOD FRAME/JOIST/BEAM	NORMAL	UNIT HEAT	NONE	NONE	5	3
ENCLOSURE	8	Enclosure	WOOD FRAME/JOIST/BEAM	NORMAL	UNIT HEAT	NONE	NONE	5	3

Interior/Exterior Valuation Detail

Line	Area	Use Type	% Good	% Complete	Value/RCNLD
1	5,829	OFFICES	38		399,300
2	2,108	OFFICES	38		107,190
3	27,200	WAREHOUSE	38		691,050
4	480	ENCLOSURE	38		5,210
5	480	ENCLOSURE	38		8,960

Outbuilding Data

Line	Type	Yr Blt	Meas1	Meas2	Qty	Area	Grade	Condition
1	PAVING ASPHALT PARKING	1954			1	17,300		NORMAL (Comm)
2	FENCE	1954	1	400	1	400		NORMAL (Comm)

Attachment: C23-60 - Daly Appraisal Review - 90 Tapley St plus land, Springfield, MA (7582 : Appropriation Order for Taking Damages for a

Income Detail (Includes all Buildings on Parcel)

Use Grp	Mod Type	Inc Mod	Model Description	Units	Net Area	Income Rate	Econ Adjust	Potential Gross Income
00	S	001	NO INCOME CONTRIBUTION	0	960	0.00		0
04	S	700	LOW RISE OFFICE	0	7,937	12.50	130	128,976
07	S	700	LIGHT MANUF+WAREHOUSE	0	27,200	5.00	130	176,800

Vac Model	Vac Adj	Additional Income	Effective Gross Income	Expense Model %	Expense Adj %	Expense Adj	Other Expenses	Total Expenses	Net Operating Income
		0	0				0	0	0
15		0	109,630	45			49,334	49,334	60,296
10		0	159,120	20			31,824	31,824	127,296

Building Cost Detail - Building 1 of 1

Total Gross Bldg Area	36,097
Replace Cost New Less Depr	1,211,710
% Complete	100
# Identical Units	1
Econ Conditions Factor	
Final Building Value	1,211,710
Value per SF	33.57

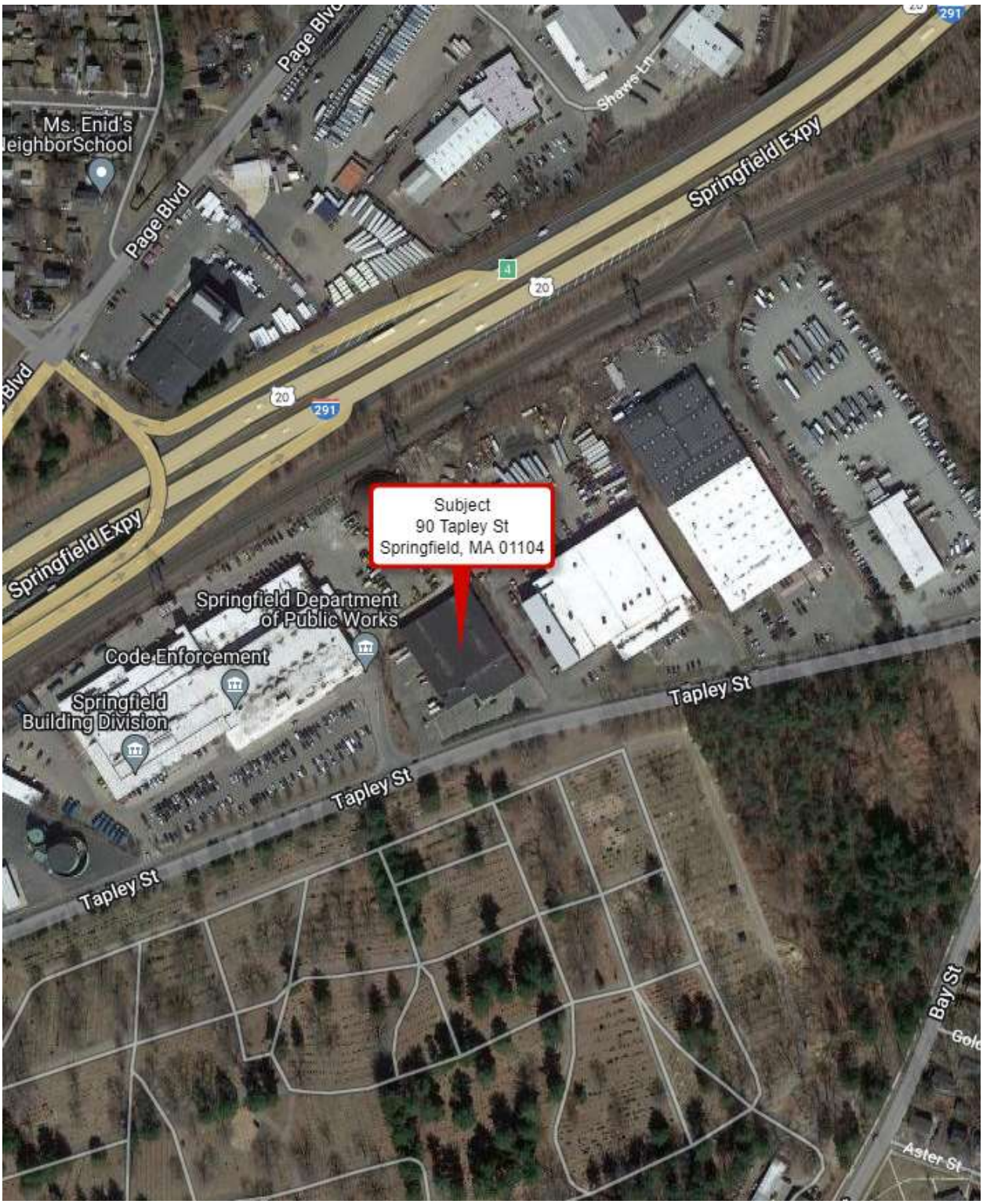
Income Summary (Includes all Buildings on Parcel)

Total Net Income	187,592
Capitalization Rate	0.1260
Sub Total	1,488,830
Residual Land Value	0
Final Income Value	1,488,830
Total Net Rent Area	36,097
Total Gross Building Area	36,097

FY 2023 data: property descriptions as of June 30, 2022, and values as of Jan 1, 2022

Attachment: C23-60 - Daly Appraisal Review - 90 Tapley St plus land, Springfield, MA (7582 : Appropriation Order for Taking Damages for a

Aerial Photo

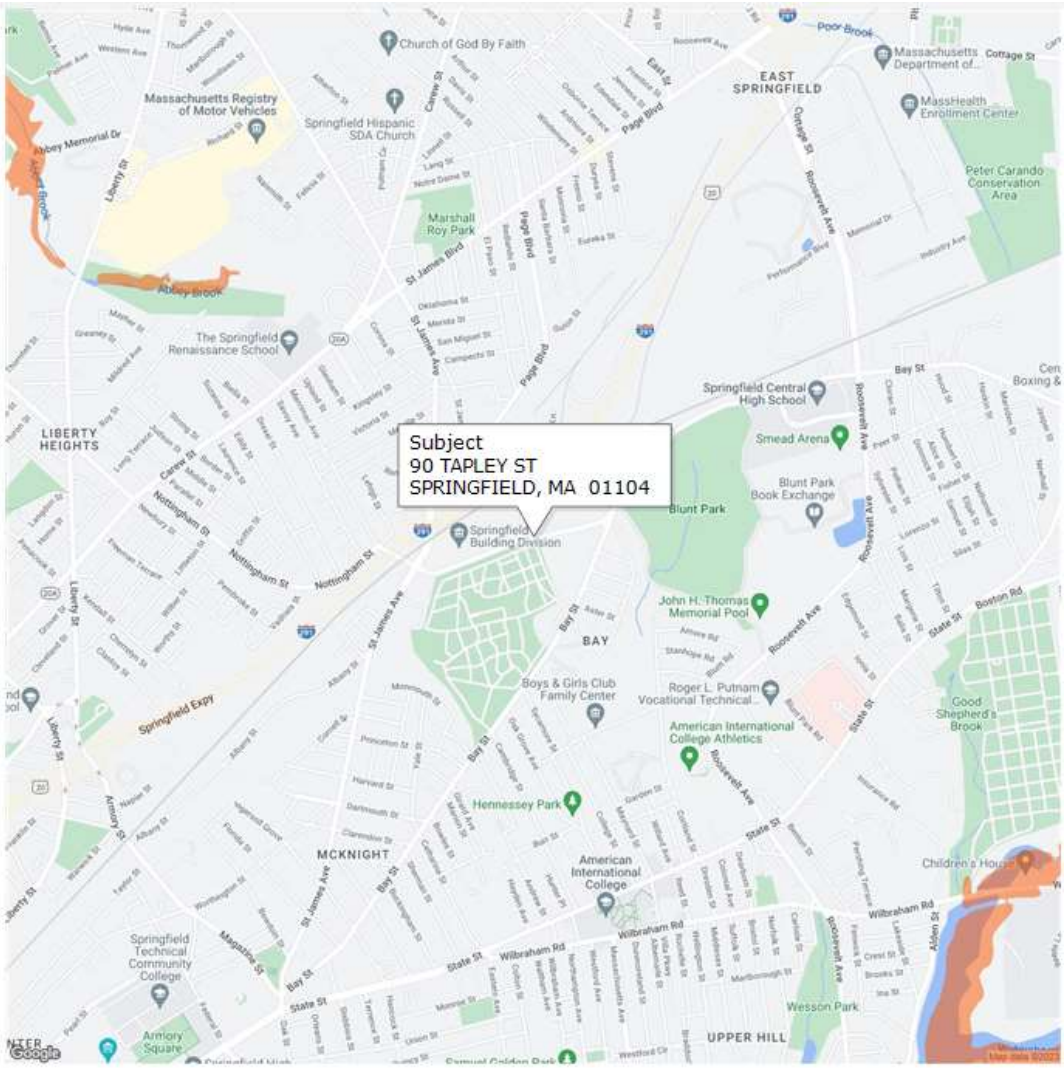


Attachment: C23-60 - Daly Appraisal Review - 90 Tapley St plus land, Springfield, MA (7582 : Appropriation Order for Taking Damages for a

Zoning Map

Attachment: C23-60 - Daly Appraisal Review - 90 Tapley St plus land, Springfield, MA (7582 : Appropriation Order for Taking Damages for a

Flood Map



FLOOD INFORMATION

Community: City of Springfield
Property is NOT in a FEMA Special Flood Hazard Area
Map Number: 25013C0218E
Panel: 25013C0218
Zone: X
Map Date: 07-16-2013
FIPS: 25013
Source: FEMA DFIRM

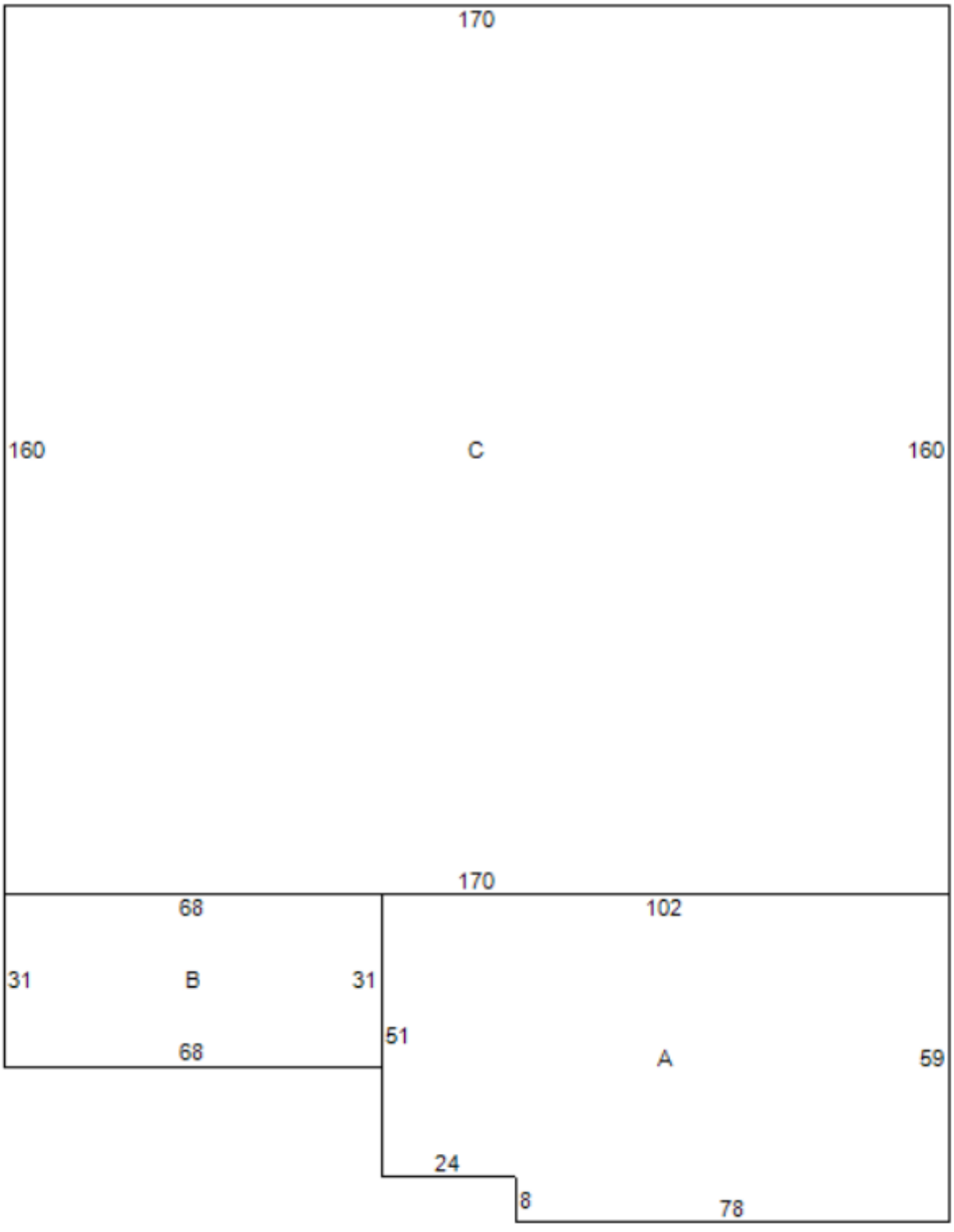
LEGEND

= FEMA Special Flood Hazard Area – High Risk
= Moderate and Minimal Risk Areas
Road View:
= Forest
= Water

Sky Flood™

Attachment: C23-60 - Daly Appraisal Review - 90 Tapley St plus land, Springfield, MA (7582 : Appropriation Order for Taking Damages for a

Building Sketch



Attachment: C23-60 - Daly Appraisal Review - 90 Tapley St plus land, Springfield, MA (7582 : Appropriation Order for Taking Damages for a

Subject Deed

Bk 24932 Pg208 #10774
03-09-2023 @ 12:13p

MASSACHUSETTS STATE EXCISE TAX
HAMPDEN COUNTY REGISTRY OF DEEDS
Date: 03-09-2023 @ 12:13pm
Ctl#: 141 Doc#: 10774
Fee: $.00 Cons: $10.00

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that **90 TAPLEY, LLC,** a **New York** limited liability company with a principal place of business at 1330 Ave of the Americas, Suite 700B, New York, NY 10019

for consideration paid and in full consideration of **TEN DOLLARS ($10)**

grants co **TAPLEY 90 LLC,** a Massachusetts limited liability company with a principal place of business at 1330 Avenue of the Americas, Suite 700B, New York, New York

with **QUITCLAIM COVENANTS**

The land in Springfield, Hampden County, Massachusetts, more particularly described in Exhibit "A" attached hereto and made a part hereof.

Subject to leases, easements, covenants and restrictions of record if in force and applicable.

The Grantor has not elected to be treated as a corporation for federal tax purposes.

Being the same premises conveyed to the Grantor herein by deed from 90 Tapley LLC, by dated July 26, 2022, recorded as Book 24661, Page 161

[Signature Page to Follow]

Property Address: 90-120 Tapley Street, Springfield, Hampden County, Massachusetts

Attachment: C23-60 - Daly Appraisal Review - 90 Tapley St plus land, Springfield, MA (7582 : Appropriation Order for Taking Damages for a

EXECUTED AS A SEALED INSTRUMENT THIS 6th Day of MARCH, 2023

90 TAPLEY LLC

By: _____
Name: Uri Mermelstein
Title: Authorized Signatory

By: _____
Name: Joseph Yushuvayev
Title: Authorized Signatory

STATE OF NEW YORK
COUNTY OF NEW YORK

On this 6th Day day of March, 2023, before me, the undersigned notary public, Uri Mermelstein and Joseph Yushuvayev as Authorized Signatories of 90 Tapley LLC personally appeared, proved to me through satisfactory evidence of identification, which were NYS driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as the Authorized Signatories of 90 Tapley LLC, a New York limited liability company.

Notary Public

ANDREW ESPOSITO
STATE OF NEW YORK
NOTARY PUBLIC
Qualified in Queens County
02ES6377948
MY COMMISSION EXPIRES 07/16/2026

Attachment: C23-60 - Daly Appraisal Review - 90 Tapley St plus land, Springfield, MA (7582 : Appropriation Order for Taking Damages for a

EXHIBIT "A"

A certain parcel of land situate of Springfield, bounded and described as follows:

SOUTHERLY and SOUTHEASTERLY by Tapley Street by two lines measuring eighty-three and 21/100 (83.21) feet and two hundred seven and 24/100 (207.24) feet, each respectively;

SOUTHWESTERLY, WESTERLY and SOUTHWESTERLY again by other land of the grantors, as shown on a plan hereinafter mentioned, by four lines measuring one hundred ten (110) feet, one hundred six and 32/100 (106.32) feet, one hundred six and 32/100 (106.32) feet and ninety (90) feet, each respectively;

NORTHWESTERLY by land marked "Poorvu Parcel 3", as shown on said plan, two hundred eighty-eight and 99/100 (288.99) feet;

EASTERLY and NORTHEASTERLY by land of the Westinghouse Electric Corporation, as shown on said plan, by two lines measuring one hundred forty-nine and 07/100 (149.07) feet and three hundred eighty-five and 19/100 (385.19) feet, each respectively.

Containing 2.5219 acres of land and being land marked "area = 2.5219 Acres" on a plan entitled "Plan of Land in City of Springfield, Mass., owned by Samuel W. & Sumner L. Poorvu", drawn by Durkee, White, Towne, and Chapdelaine, Civil Engineers and Land Surveyors, dated April 29, 1966, duly recorded with Hampden County Registry of Deeds, in Plan 103 Page 50.

CHERYL A. COAKLEY-RIVERA, REGISTER
HAMPDEN COUNTY REGISTRY OF DEEDS
E-RECORDED

Attachment: C23-60 - Daly Appraisal Review - 90 Tapley St plus land, Springfield, MA (7582 : Appropriation Order for Taking Damages for a

Contingent and Limiting Conditions

I assume no responsibility for matters legal in nature, nor do I render any opinion as to the title, which is assumed to be marketable.

Any sketches, plats, maps, or other exhibits in this report are included to assist the reader in visualizing the property and I assume no responsibility for their accuracy. I have made no survey of the property.

I am not required to give testimony or appear in court because of having made this appraisal review report, with reference to the property in question, unless arrangements have been previously made thereof in writing.

I assume that there are no hidden or unapparent conditions of the property, subsoil or structures, which would render it more or less valuable. We assume no responsibility for such conditions or for engineering which might be required to discover such factors.

I have assumed that the subject site will or has met all acceptable standards with regard to any existing Federal or State hazardous waste material laws.

Information, estimates and opinions furnished to me and contained in this report were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy can be assumed by me.

The distribution of the total valuation of this report between land and improvements applies only under the existing program of utilization. The separate valuation for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used.

The Americans with Disabilities Act of 1990 requires, in some instances, retrofitting of buildings to maximize accessibility by persons with disabilities. Assumptions regarding cost of compliance by the owner (s) with this civil rights act, which became effective on January 26, 1992, have not been made in arriving at the opinion of value set forth herein. Please contact the undersigned in this regard if such additional work will be required for present purposes.

Neither all nor any part of the contents of this report, or copy thereof, shall be used for any purpose by anyone but the client without the previous written consent of the appraiser and the client; nor shall it be conveyed by anyone including the client, to the public through advertising, public relations, news, sales, or other media without the written consent and approval of the author, particularly as to valuation conclusions, the identity of the appraiser, or a firm with which he or she is connected.

The appraiser has complied with the appraisal standards as promulgated by the Uniform Standards of Professional Appraisal Practice adopted by the Appraisal Standards Board of the Appraisal Foundation.

The assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

The appraiser involved in this assignment worked has experience in the valuation of properties similar to the subject and are competent in the valuation of such properties.

The appraiser certifies that I am appropriately licensed or certified to appraise the subject property in the State in which it is located.

Attachment: C23-60 - Daly Appraisal Review - 90 Tapley St plus land, Springfield, MA (7582 : Appropriation Order for Taking Damages for a

Certification

The undersigned does hereby certify that . . .

Statements of fact contained in this report are true and correct.

I HAVE performed services as an appraiser regarding the property that is the subject of this report within the three-year period immediately preceding the acceptance of this assignment.

I HAVE made a personal inspection of the exterior of the property that is the subject of this report.

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and is my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.

I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results.

My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal review.

My analysis, opinion, and conclusion were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice.

Attachment: C23-60 - Daly Appraisal Review - 90 Tapley St plus land, Springfield, MA (7582 : Appropriation Order for Taking Damages for a

Certification (Cont'd)

I am licensed in the State of Massachusetts to perform commercial real estate appraisals. Kevin Sullivan, a staff appraiser at Daly Appraisal taking classes to become a Certified General appraiser in MA, provided professional assistance in a prior report. I am the sole appraiser in this Appraisal Review Report, however.

Sincerely,

James M. Daly

James M. Daly
MA General Certification #75253

Appraisal Certification

COMMONWEALTH OF MASSACHUSETTS
DIVISION OF OCCUPATIONAL LICENSURE
BOARD OF
REAL ESTATE APPRAISERS
ISSUES THE FOLLOWING LICENSE CERT
GEN. REAL ESTATE APPRAISER
JAMES M DALY
24 BIRNIE RD
LONGMEADOW, MA 01106-1842
LICENSEE SIGNATURE
75253
LICENSE NUMBER
04/23/2024
EXPIRATION DATE
211795
SERIAL NUMBER

Attachment: C23-60 - Daly Appraisal Review - 90 Tapley St plus land, Springfield, MA (7582 : Appropriation Order for Taking Damages for a

Professional Profile

James M. Daly, Jr.

Certified General Appraiser/Owner

MA Certified General Appraiser #75253

617-304-7620 | jim@dalyappraisal.com

Work Experience

2008 - Present	Appraiser/Owner	Daly Appraisal Services	Braintree/Longmeadow
2006 - 2007	Staff Appraiser	Crowley & Associates	Springfield, MA
2005 - 2007	Staff Appraiser	Beacon Appraisal Services	Boston, MA
1988 - 1991	Staff Appraiser	Robert P. Wood & Company	Milton, MA

Education

- Holy Cross College, B.A. English, 1988
- Boston College, M.A. English, 1994

Memberships/Licenses

- Certified General Appraiser – Massachusetts
- Mass Board of Real Estate Appraisers, Associate Member
- Business Networking International, 2008-2013
- Appraisal Institute, Affiliate Member, 2008-2015

Completed Courses

- Breakfast with the Experts – How to Protect Yourself in a Litigious, Complaint Driven Environment, January 2023
- Stats, Graphs, and Data Science 1, February 2022
- 2022-2023 Uniform Standards of Professional Appraisal Practice, December 2021
- 2021 New England Appraisers Expo – Commercial Program, October 2021
- Quantitative Analysis Concepts for Appraisers, September 2021
- National Appraising for the Supervisor and Trainee, October 2020
- 2020-2021 Uniform Standards of Professional Appraisal Practice, March 2020
- Appraising Easements, May 2019 & May 2023
- New England Appraisers Expo, Commercial Program, October 2018
- Financial Institutions Guide to Commercial Appraisals, October 2018
- Basic Hotel Appraising – Limited Service Hotels, April 2018
- Appraisal of REO and Foreclosure Properties, March 2018
- 2018-2019 Uniform Standards of Professional Appraisal Practice, Non-Residential,

Attachment: C23-60 - Daly Appraisal Review - 90 Tapley St plus land, Springfield, MA (7582 : Appropriation Order for Taking Damages for a

March 2018
- Appraisal of Fast Food Facilities, February 2018
- Appraisal of Owner-Occupied Commercial Property, March 2016
- Appraisal of Land Subject to Ground Leases, March 2016
- The New FHA Handbook 4001.1, December 2015
- Mandatory CT Real Estate Appraisal Law Update, March 2014
- Online Revenue Forecasting, April 2014
- Online Subdivision Valuation, April 2014
- Residential Sales Comparison and Income Approaches, October 2013
- Mandatory CT Real Estate Appraisal Law Update, April 2012
- Online Analyzing Distressed Real Estate, April 2012
- Apartment Appraisals, Concepts & Applications, March 2011
- Market Outlooks & Real Estate Trends, January 2011
- Economic, Capital Markets, and Investment Outlook, October 2010
- The Discounted Cash Flow Model: Concepts, Issues, and Applications, September 2010
- Economic, Capital Markets, and Investment Outlook: Strategy and Planning for 2010, October 2009
- Appraisal Institute Business Practices and Ethics, December 2009
- REA 1.2 – Practical Residential Appraising, July 2007
- Advanced Income Property Appraising, July 2007
- Residential Site Valuation and Cost Approach, May 2007
- Residential Sales Comparison and Income Approach, February 2007
- Appraising Income Properties, December 2006
- REA I – Real Estate Appraisal Basics, Winter 1988

Appraisal Course Development

- In the process of developing a seminar with the MBREA entitled Appraisal Metrics: Adapting to the AVM World. Coming in October 2023.

Property Type Experience

- Apartment Complexes
- Retail Stores
- Office Buildings
- Restaurants
- Mixed-Use Properties
- Automobile Garages/Body Shops
- Industrial/Manufacturing Buildings
- Convenience Store/Gas Stations
- Single Family Homes/Residential Condominiums/Multi-Family Properties
- Vacant Commercial & Residential Land
- ROW Valuations
- Eminent Domain Takings
- Temporary & Permanent Easements

Court Experience

Qualified as an expert witness testifying on property appraisals before the Massachusetts Appellate Tax Board and Massachusetts district courts.

Attachment: C23-60 - Daly Appraisal Review - 90 Tapley St plus land, Springfield, MA (7582 : Appropriation Order for Taking Damages for a

Engagement Letter

DALY appraisal Services

One Financial Plaza, 1350 Main Street, Suite 1410, Springfield, MA 01103
6 Royal Lake Drive, Suite 4, Braintree, MA 02184
(413) 301-5473 | (617) 304-7620 | jim@dalyappraisal.com

June 13, 2023

Thomas D. Moore Esq.
Associate City Solicitor
City of Springfield Law Department
36 Court Street, 2nd floor
Springfield, Massachusetts 01103

RE: Real Estate Appraisal: 90 Tapley Street (a/k/a 120 Tapley Street), Springfield, MA 01104)

Dear Mr. Moore:

This letter is intended to provide a fee and time frame proposal to complete an appraisal of the above-named property. To ensure a mutual understanding of the scope of this assignment, the following information is inclusive of the salient facts respecting the appraisal report.

1. Identification of the property to be appraised:
90 Tapley Street (a/k/a 120 Tapley Street), Springfield, MA 01104

2. The Appraisal Report will be addressed to the following:
Thomas D. Moore Esq.
Associate City Solicitor
City of Springfield Law Department
36 Court Street, 2nd floor
Springfield, Massachusetts 01103

3. Purpose, Intended User, and Function of the Appraisal Review Report:
The purpose of the appraisal review report is to develop and report an informed and independent opinion of the "as is" Market Value of the subject property. The intended user is the City of Springfield. The intended use of the appraisal is to ascertain the Market Value of the property is for the potential acquisition of said property with the potential to turn into an eminent domain taking. Our client states: "The DPW has asked for an additional review of the attached revised appraisal. Essentially, DPW wants to also know the value of the leased premises (the rear 36,000 sq ft of the property), as it is likely to engage in a taking of just that portion of the property. I just received the attached revised report from the initial appraiser (Fischer) and would respectfully request that you conduct a review and provide a report to the City (with a separate invoice)."

4. Type of Appraisal:
The review appraisal report will be written in the narrative format and the scope of work will consider both the Sales Comparison Approach and the Income Approach. A PDF copy of the report with original signatures and photographs will be e-mailed.

Attachment: C23-60 - Daly Appraisal Review - 90 Tapley St plus land, Springfield, MA (7582 : Appropriation Order for Taking Damages for a

DALY appraisal Services
One Financial Plaza, 1350 Main Street, Suite 1410, Springfield, MA 01103
6 Royal Lake Drive, Suite 4, Braintree, MA 02184
(413) 301-5473 | (617) 304-7620 | jim@dalyappraisal.com

5. Inspection & Delivery Date:
We have already made an exterior inspection of the property. The written review appraisal report will be delivered in approximately two weeks.

6. Fee/Payment:
The fee for the appraisal report is $3,500. Your signature will indicate acceptance of the engagement letter's terms.

7. Consultation/Litigation Support Services Fees:

Fees for services rendered in conjunction with any legal process including pre-trial conferences, depositions, trial preparation, appraisal review and expert witness testimony will be billed at a rate of $200/hour for James Daly.

The appraisal will conform to the current Uniform Standards of Professional Appraisal Practice (USPAP) promulgated by the Appraisal Standards Board of The Appraisal Foundation. The analysis will not be based on any predetermined minimum or maximum valuation. If you require further information or have any questions pertaining to this proposal, please contact me at 413-301-5473 or 617-304-7620.

Respectfully submitted,

James M. Daly

James M. Daly
MA General Certification #75253

ACCEPTANCE: By: _____ Date: 6/26/23

Attachment: C23-60 - Daly Appraisal Review - 90 Tapley St plus land, Springfield, MA (7582 : Appropriation Order for Taking Damages for a

Order of Taking for 90 Tapley Street (Mayor Sarno)

IT IS ORDERED THAT the City Council, acting pursuant to Mass. General Laws Chapter 43, Section 30, and Mass. General Laws Chapter 79, upon the request of the Department of Public Works, does hereby take by eminent domain in the name and on behalf of the said City of Springfield, five (5) permanent easements (Parcel 1-C, Parcel 3-C, Parcel 5-C, Parcel E-1-C and Parcel E-2-C, three (3) highway lighting easements (HL-1-C through HL-3-C), two (2) highway sign easements (HS-1-C and HS-2-C), and eighteen (17) temporary construction easements (TE-1, TE-2, TE-4, TE-6, TE-7, TE-9 through TE-14, and TE-16 through TE-21, for purposes of obtaining the necessary land, access and rights of way for the construction and maintenance of roadway and related improvements for the *"St. James Avenue and Tapley Street" (Massdot Project File No. # 608560)*, including construction of sidewalks, and driveways/parking areas, box widening, highway lighting, utilities and associated apparatuses, highway signs, grading and seeding. The affected parcels are located on St. James Avenue and Tapley Street, in Springfield, MA.

An appropriation of money has been duly made for this purpose by an Order approved by the City Council on this date.

Such permanent and temporary easements are taken together with all rights therein, both legal and equitable, including all privileges, appurtenances, restrictions, conditions, and all estates and rights of reverter, together with all trees and all structures upon said land and improvements, but excluding commercial signs, affixed to said land, excepting easements, rights, and interests specifically reserved herein.

The Permanent Partial Takings and temporary construction easements described in this Order are shown on a set of Plans entitled ***"Alteration Plan of St. James Avenue at Tapley Street Springfield, Massachusetts Prepared for the City of Springfield Hampden County",*** dated January 5, 2023, prepared by Greenman-Pedersen, Inc. "("Easement Plans"), on file with the Hampden County Registry of Deeds at Book of Plans at ____ Pages _____. ("*Plans*"), and are shown on the Plans of the same name on file with the Engineering Department of the City of Springfield Department of Public Works, 70 Tapley Street, Springfield, MA.
The property rights to be taken are described below:

SECTION I - PERMANENT PARTIAL TAKINGS:

The City is taking permanent partial rights in the properties described below, for purposes of obtaining the necessary land, access and rights of way for the construction and maintenance of roadway and related improvements for Project, including road and sidewalk construction and improvements, grading, driveway grading and paving, drainage, paved drainage waterway, and related improvements as described in the Plans. Although said parcels are described as belonging to the named owner, the ownership of said parcel is stated herein only insofar as said ownership is known or has been determined by the City Council, and accordingly,

is so stated and shown only as a matter of information and belief.

Parcel 1-C: 600 St. James Avenue

A parcel of land owned by Floyd Collins and Karen Collins, located northwest of St. James Avenue in the City of Springfield, in Hampden County, Massachusetts bounded and described as follows:

Beginning at a point on the northwesterly sideline of the 1902 City Layout of St. James Avenue, being the beginning of the location line of Section 3 of the 2023 City Alteration, said point being N55°15'32"W a distance of 34.33 feet from STA 14+44.82 of the St. James Avenue baseline, and being hereinafter described: thence following said location line N12°28'17"E, a distance of 16.57 feet to a point on the southwesterly sideline of the 1966 City layout of Tapley Street; thence southeasterly along said Tapley Street sideline a distance of about 5 feet to a point again on the northwesterly sideline of the 1902 City Layout of St. James Avenue; thence southwesterly along said St. James Avenue sideline about 16 feet to the point of beginning.

The above described parcel of land contains an area of about 42 square feet, less than .01 acre in the City of Springfield, Massachusetts.

Parcel 3-C: 25 Tapley Street

A parcel of land owned by Payless Mass, LLC, located south of Tapley Street in the City of Springfield, in Hampden County, Massachusetts bounded and described as follows:

Beginning at a point on the southerly sideline of the 1960 City Layout of Tapley Street, being the ending of the location line of Section 1 of the 2023 City Alteration, said point being S0°51'34"E a distance of 30.07 feet from STA 35+01.20 of the Tapley Street baseline, and being hereinafter described: thence northwesterly along Tapley Street sideline by a curve to the right about 71 feet to a point on the property line dividing land of Payless Mass LLC and land of PMG SLB I, LLC; thence southwesterly along said property line a distance of about 2 feet to a point again on said location line of Section 1; thence following said location line southeasterly by a curve to the left of radius 200.00 feet a distance of about 2 feet; thence S78°15'33"E, a distance of 56.59 feet; thence N73°55'32"E, a distance of 14.62 feet to the point of beginning.

The above described parcel of land contains an area of about 126 square feet, less than .01 acre in the City of Springfield, Massachusetts.

Parcel 5-C: 615-617 St. James Avenue

A parcel of land owned by Sprague Operating Resources LLC, located north of Tapley Street in the City of Springfield, in Hampden County, Massachusetts bounded and described as follows:

Beginning at a point on the northerly sideline of the 1960 City Layout of Tapley Street, being the ending of the location line of Section 2 of the 2023 City Alteration, said point being N20°35'17"W a distance of 30.00 feet from STA 35+78.63 of the Tapley Street baseline, and being hereinafter described: thence northwesterly along said Tapley Street sideline by four courses: southwesterly a distance of about 9 feet; northwesterly by a curve to the right a distance of about 225 feet; northwesterly by another curve to the right a distance of about 53 feet, and northeasterly a distance of about 32 feet, respectively, to a point again on said location line of Section 2; thence following said location line southeasterly by a curve to the left of radius 40.00 feet a distance of 44.19 feet; thence S28°33'26"E a distance of 34.02 feet; thence southeasterly by a curve to the left of radius 130.00 feet a distance of 177.98 feet; thence N73°00'02"E, a distance of 25.66 feet; thence S20°35'17"E, a distance of 4.50 feet to the point of beginning.

The above described parcel of land contains an area of about 3,742 square feet, .09 acre in the City of Springfield, Massachusetts.

Parcel E-1-C: Martone Place

A parcel of registered land owned by the Estates of Victor A. Martone, Ralph R. Martone and Peter Sherman Meltzer, located southeast of St. James Avenue in the City of Springfield, in Hampden County, Massachusetts bounded and described as follows:

Beginning at a point on the southeasterly sideline of the 1967 City Layout of St. James Avenue, being the beginning of the location line of Section 1 of the 2023 City Alteration, said point being S58°54'38"E a distance of 49.36 feet from STA 13+48.83 of the St. James Avenue baseline, and being hereinafter described: thence following said location line N49°02'58"E, a distance of about 4 feet to a point on the property line dividing land of the Estates of Victor A. Martone, Ralph R. Martone and Peter Sherman Meltzer and land of PMG SLB I, LLC; thence northwesterly along said property line about 1 foot to a point on said southeasterly sideline of the 1967 City Layout of St. James Avenue; thence leaving said property line and following said sideline southwesterly a distance of about 4 feet to the point of beginning.

The above described parcel of land contains an area of about 2 square feet, less than .01 acre in the City of Springfield, Massachusetts.

Parcel E-2-C: 11-13 Tapley Street: A parcel of land owned by PMG SLB I, LLC, located southeast of St. James Avenue in the City of Springfield, in Hampden County, Massachusetts bounded and described as follows:

Beginning at a point on the location line of Section 1 of the 2023 City Alteration, being S58°54'38"E a distance of 55.45 feet from STA 14+16.05 of the St. James Avenue baseline, and being hereinafter described: thence following said location line northeasterly by a curve to the right of 55.00 feet radius a distance of 37.11 feet; thence N70°24'13"E, a distance of 11.66 feet; thence southeasterly by a curve to the right of 60.00 feet radius a distance of 40.16 feet; thence S71°14'41"E, a distance of 30.05 feet; thence southeasterly by a curve to the left of 60.00 feet

radius a distance of 11.46 feet; thence southeasterly by a curve to the right of 50.00 feet radius a distance of 9.55 feet; thence S71°07'19"E, a distance of 35.12 feet; thence southeasterly by a curve to the left of 200.00 feet radius a distance of about 23 feet to a point on the property line dividing land of PMG SLB I, LLC and land of Payless Mass, LLC; thence northeasterly along said property line about 2 feet to a point on the southerly sideline of the 1960 City Layout of Tapley Street; thence leaving said property line and following said sideline by four courses: northwesterly by a curve to the right about 15 feet, northwesterly about 84 feet, southwesterly by a curve to the left about 113 feet, and southwesterly about 55 feet, respectively, to a point on the property line dividing land of PMG SLB I, LLC and land of the Estates of Victor A. Martone, Ralph R. Martone and Peter Sherman Meltzer; thence leaving said sideline and following said property line southeasterly about 1 foot to a point again on said location line of Section 1; thence leaving said property line and following said alteration line N49°02'58"E about 14 feet; thence N31°44'51"E 50.21 feet to the point of beginning.

The above described parcel of land contains an area of about 1,027 square feet, .02 acre in the City of Springfield, Massachusetts.

SECTION II - PERMANENT HIGHWAY LIGHTING EASEMENTS:

It is ORDERED, that highway lighting easements for purpose of installing highway lighting within certain ways in the City of Springfield, for the Project, are hereby taken in the parcels of land described below pursuant to and by virtue of Mass. General Laws Chapter 43, Section 30, and Mass. General Laws Chapter 79, of the Massachusetts General Laws; including any improvements located thereon;

That included within said highway sign easements ("HL") are (3) parcels of land which are described below and are shown on the aforementioned Easement Plans which are generally described as follows:

Parcel HL-1-C: 11-13 Tapley Street

A parcel of land owned by PMG SLB I, LLC, located southeast of St. James Avenue in the City of Springfield, in Hampden County, Massachusetts bounded and described as follows:

Beginning at a point on the location line of Section 1 of the 2023 City Alteration, said point being S58°54'38"E a distance of 55.45 feet from STA 14+16.05 of the St. James Avenue baseline, and being hereinafter described: thence S58°15'09"E, a distance of 5.00 feet; thence S31°44'51"W, a distance of 6.00 feet; thence N58°15'09"W, a distance of 5.00 feet to a point again on said location line of Section 1; thence following said location line N31°44'51E a distance of 6.00 feet to the point of beginning.

The above described parcel of land contains an area of about 30 square feet, less than 0.01 acres in the City of Springfield, Massachusetts.

PARCEL HL-2-C: 11-13 Tapley Street A parcel of land owned by PMG SLB I, LLC, located south of Tapley Street in the City of Springfield, in Hampden County, Massachusetts bounded

and described as follows:

Beginning at a point on the location line of Section 1 of the 2023 City Alteration, said point being S19°40'30"W a distance of 36.93 feet from STA 33+22.50 of the Tapley Street baseline, and being hereinafter described: thence S12°54'18"W, a distance of 5.00 feet; thence S77°05'42"E, a distance of 6.00 feet; thence N12°54'18"E, a distance of 5.00 feet to a point again on said location line of Section 1; thence following said location line northwesterly by a curve to the left of 60.00 feet radius 6.00 feet to the point of beginning.

The above described parcel of land contains an area of about 30 square feet, less than 0.01 acres in the City of Springfield, Massachusetts.

PARCEL HL-3-C: 615-617 St. James Avenue

A parcel of land owned by Sprague Operating Resources LLC, located southeast of St. James Avenue in the City of Springfield, in Hampden County, Massachusetts bounded and described as follows:

Beginning at a point on the location line of Section 2 of the 2023 City Alteration, said point being S55°15'32"E a distance of 61.90 feet from STA 16+20.84 of the St. James Avenue baseline, and being hereinafter described: thence N83°40'41"E, a distance of 4.00 feet; thence N6°19'19"W, a distance of 6.00 feet; thence S83°40'41"W, a distance of 4.00 feet to a point again on said location line of Section 2; thence following said location line southeasterly by a curve to the left of 40.00 feet radius a distance of 6.01 feet to the point of beginning.

The above described parcel of land contains an area of about 24 square feet, less than 0.01 acres in the City of Springfield, Massachusetts.

SECTION III - PERMANENT HIGHWAY SIGN EASEMENTS:

It is ORDERED, that highway sign easements for purpose of installing highway signs within certain ways in the City of Springfield, for the Project, are hereby taken in the parcels of land described below pursuant to and by virtue of Mass. General Laws Chapter 43, Section 30, and Mass. General Laws Chapter 79, of the Massachusetts General Laws; including any improvements located thereon;

That included within said highway sign easements ("HS") are (2) parcels of land which are described below and are shown on the aforementioned Easement Plans which are generally described as follows:

Parcel HS-1-C: 11-13 Tapley Street

A parcel of land owned by PMG SLB I, LLC, located southeast of St. James Avenue in the City of Springfield, in Hampden County, Massachusetts bounded and described as follows:

Beginning at a point the location line of Section 1 of the 2023 City Alteration, said point being

S55°15’32”E a distance of 68.38 feet from STA 14+57.65 of the St. James Avenue baseline, and being hereinafter described: thence S19°35’47”E, a distance of 4.00 feet; thence N70°24’13”E, a distance of 4.00 feet; thence N19°35’47”W, a distance of 4.00 feet to a point again on said location line of Section 1; thence following said location line S70°24’13”W a distance of 4.00 feet to the point of beginning.

The above described parcel of land contains an area of about 16 square feet, less than 0.01 acres in the City of Springfield, Massachusetts.

PARCEL HS-2-C: 11-13 Tapley Street

A parcel of land owned by PMG SLB I, LLC, located south of Tapley Street in the City of Springfield, in Hampden County, Massachusetts bounded and described as follows: Beginning at a point on the location line of Section 1 of the 2023 City Alteration, said point being S19°40’30”W a distance of 33.15 feet from STA 33+91.61 of the Tapley Street baseline, and being hereinafter described: thence S18°52’41”W, a distance of 4.00 feet; thence S71°07’19”E, a distance of 4.00 feet; thence N18°52’41”E, a distance of 4.00 feet to a point again on said location line of Section 1; thence following said location line N71°07’19”W 4.00 feet to the point of beginning.

The above described parcel of land contains an area of about 16 square feet, less than 0.01 acres in the City of Springfield, Massachusetts.

SECTION IV - TEMPORARY CONSTRUCTION EASEMENTS:

The City is taking the following temporary construction easements for purposes of obtaining the necessary land, access and rights of way for the construction and maintenance of roadway and related improvements for Project, including road and sidewalk construction and improvements, grading, driveway grading and paving, drainage, paved drainage waterway, and related improvements as described in the Plans. *Such temporary construction easements are temporary in nature and are to be in effect from five (5) years from date of recording of this instrument, or until the construction of the Project is completed, whichever occurs first.*

Although said parcels are described as belonging to the named owner, the ownership of said parcel is stated herein only insofar as said ownership is known or has been determined by the City Council, and accordingly, is so stated and shown only as a matter of information and belief.

That included within said temporary construction easements (“TE”) are eighteen (18) parcels of land which are described below shown on the aforementioned Easement Plans.

Parcel TE-1: A parcel of land located at 600 St. James Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by Floyd Collins and Karen Collins, consisting of approximately 1,019 square feet, 0.02 acre, from approximately Station 13+65 to Station 14+60 on the St. James Avenue Baseline, and shown as TE-1 on the above-referenced Alteration plans

on file with the DPW Engineering Division.

Parcel TE-2: A parcel of land located at 559 St. James Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by St. James Place Properties, LLC, consisting of approximately 1,681 square feet, 0.04 acre, from approximately Station 10+41 to Station 12+32 on the St. James Avenue Baseline, and shown as TE-2 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-4: A parcel of land located at 11-13 Tapley Street in the City of Springfield, in Hampden County, Massachusetts, owned by PMB SLB I, LLC, consisting of approximately 3,582 square feet, 0.08 acre, from approximately Station 13+53 of the St. James Avenue Baseline to approximately Station 34+40 of the Tapley Street Baseline, and shown as TE-4 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-6: A parcel of land located at 25 Tapley Street in the City of Springfield, in Hampden County, Massachusetts, owned by Payless Mass, LLC, consisting of approximately 1,600 square feet, 0.04 acre, from approximately Station 34+40 to Station 35+32 on the Tapley Street Baseline, and shown as TE-6 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-7: A parcel of land located at 615-617 St. James Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by Sprague Operating Resources LLC, consisting of approximately 5,471 square feet, 0.13 acre, from approximately Station 17+68 of the St. James Avenue Baseline to approximately Station 38+13 of the Tapley Street Baseline, and shown as TE-7 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-9: A parcel of land located at 426 Bay Street in the City of Springfield, in Hampden County, Massachusetts, owned by Oak Grove Cemetery of Springfield, Inc., consisting of approximately 387 square feet, less than .01 acre, from approximately Station 35+32 to Station 38+93 on the Tapley Street Baseline, and shown as TE-9 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-10: A parcel of land located at 545 St. James Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by DCR Properties of Massachusetts, LLC, consisting of approximately 122 square feet, less than .01 acre, from approximately Station 10+17 to Station 10+41 on the St. James Avenue Baseline, and shown as TE-10 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-11: A parcel of land located at 556-562 St. James Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by 556 MJ Real Estate LLC, consisting of approximately 547 square feet, 0.01 acre, from approximately Station 11+09 to Station 11+66 on the St. James Avenue Baseline, and shown as TE-11 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-12: A parcel of land located at 572 St. James Avenue in the City of Springfield, in

Hampden County, Massachusetts, owned by 572 St. James Avenue LLC, consisting of approximately 955 square feet, 0.02 acre, from approximately Station 11+66 to Station 12+66 on the St. James Avenue Baseline, and shown as TE-12 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-13: A parcel of land located at 576 St. James Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by David P. Cortelli, consisting of approximately 470 square feet, 0.01 acre, from approximately Station 12+66 to Station 13+26 on the St. James Avenue Baseline, and shown as TE-13 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-14: A parcel of land located at 580 St. James Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by Jack B. Beaudry, Jr., Trustee of the St. James Nominee Trust, consisting of approximately 274 square feet, less than .01 acre, from approximately Station 13+26 to Station 13+72 on the St. James Avenue Baseline, and shown as TE-14 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-16: A parcel of land located at 5-7 Porter Street in the City of Springfield, in Hampden County, Massachusetts, owned by Richard J. Coughlin, consisting of approximately 459 square feet, 0.01 acre, from approximately Station 22+04 to Station 23+15 on the 1966 Auxiliary Baseline “DD”, and shown as TE-16 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-17: A parcel of land located at 24 Merrimac Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by Anita Rivera, consisting of approximately 140 square feet, less than .01 acre, from approximately Station 20+86 to Station 20+98 on the 1966 Auxiliary Baseline “CC”, and shown as TE-17 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-18: A parcel of land located at 23 Merrimac Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by Jerry Serrano, consisting of approximately 167 square feet, less than .01 acre, from approximately Station 21+47 to Station 21+92 on the 1966 Auxiliary Baseline “CC”, and shown as TE-18 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-19: A parcel of land located at Martone Place in the City of Springfield, in Hampden County, Massachusetts, owned by the Estates of Victor A. Martone, Ralph R. Martone and Peter Sherman Meltzer, consisting of approximately 611 square feet, 0.01 acre, from approximately Station 13+12 to Station 13+55 on the St. James Avenue Baseline, and shown as TE-19 on the above-referenced Alteration plans on file with the DPW Engineering Division.

Parcel TE-20: A parcel of land located at 575 St. James Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by PMB SLB I, LLC, consisting of approximately 743 square feet, 0.02 acres, from approximately Station 12+32 to Station 13+15 on the St. James Avenue Baseline, and shown as TE-20 on the above-referenced Alteration plans on file with the

DPW Engineering Division.

Parcel TE-21: A parcel of land located at 706-708 St. James Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by Carlos D. Martinez Mendoza, consisting of approximately 86 square feet, less than .01 acre, from approximately Station 24+11 to Station 24+26 on the 1966 Auxiliary Baseline "DD", and shown as TE-21 on the above-referenced Alteration plans on file with the DPW Engineering Division.

AWARD OF DAMAGES

It is ORDERED that the City of Springfield makes the following awards for damages sustained by the owner/owners, and mortgagees of record and others as required by law, having an interest in the area or areas hereinbefore described in the taking of or injury to his/their/its property by reason of the taking of the permanent easement and temporary construction easements taken for the purposes of the Project described above, including any improvements, trees or shrubs**:**

Damages for Permanent Partial Takings:

PARCEL / ADDRESS		OWNER	AREA	AWARD OF DAMAGES
1-C	600 St. James Ave.	Floyd Collins and Karen Collins	42 S.F.	$850
3-C	25 Tapley St.	Payless Mass, LLC	126 S.F.	$2,200
5-C	615-617 St. James Ave.	Sprague Operating Resources LLC	3,742 S.F.	$48,200
E-1-C	Martone Pl.	Estates of Victor A. Martone, Ralph R. Martone and Peter Sherman Meltzer	2 S.F.	$25
E-2-C	11-13 Tapley St.	PMG SLB I, LLC	1,027 S.F.	$18,000
Total for Permanent Partial Takings:				**$69,275**

Damages for Permanent Highway Lighting Easements:

PARCEL / ADDRESS		OWNER	AREA	AWARD OF DAMAGES
HL-1-C	11-13 Tapley St.	PMG SLB I, LLC	30 S.F.	$525
HL-2-C	11-13 Tapley St.	PMG SLB I, LLC	30 S.F.	$525
HL-3-C	615-617 St. James Ave.	Sprague Operating Resources LLC	24 S.F.	$325
Total for Permanent Highway Lighting Easements:				**$1,375**

Damages for Permanent Highway Sign Easements:

PARCEL / ADDRESS	OWNER	AREA	AWARD

				OF DAMAGES
HS-1-C	11-13 Tapley St.	PMG SLB I, LLC	16 S.F.	$275
HS-2-C	11-13 Tapley St.	PMG SLB I, LLC	16 S.F.	$275
Total for Permanent Highway Sign Easements:				**$550**

Damages for Temporary Easements:

PARCEL / ADDRESS		**OWNER**	**AREA**	**AWARD OF DAMAGES**
TE-1	600 St. James Ave.	Floyd Collins and Karen Collins	1,019 S.F.	$5,100
TE-2	559 St. James Ave.	St. James Place Properties, LLC	1,681 S.F.	$6,550
TE-4	11-13 Tapley St.	PMG SLB I, LLC	3,582 S.F.	$19,925
TE-6	25 Tapley St.	Payless Mass, LLC	1,600 S.F.	$7,000
TE-7	615-617 St. James Ave.	Sprague Operating Resources LLC	5,471 S.F.	$5,100
TE-9	426 Bay St.	Oak Grove Cemetery of Springfield, Inc.	387 S.F.	$300
TE-10	545 St. James Ave.	DCR Properties of Massachusetts, LLC	122 S.F.	$500
TE-11	556-562 St. James Ave.	556 MJ Real Estate LLC	547 S.F.	$2,175
TE-12	572 St. James Ave.	572 St. James Avenue LLC	955 S.F.	$4,175
TE-13	576 St. James Ave.	David P. Cortelli	470 S.F.	$2,350
TE-14	580 St. James Ave.	Jack B. Beaudry, Jr., Trustee of the St. James Nominee Trust	274 S.F.	$1,375
TE-16	5-7 Porter St.	Richard J. Coughlin	459 S.F.	$700
TE-17	24 Merrimac Ave.	Anita Rivera	140 S.F.	$250
TE-18	23 Merrimac Ave.	Jerry Serrano	167 S.F.	$300
TE-19	Martone Pl.	Estates of Victor A. Martone, Ralph R. Martone and Peter Sherman Meltzer	611 S.F.	$1,825
TE-20	575 St. James Ave.	PMG SLB I, LLC	743 S.F.	$4,000
TE-21	706-708 St. James Ave.	Carlos D. Martinez Mendoza	86 S.F.	$125
Total for Temporary Easements:				**$61,750**

TOTAL DAMAGES $132,950

CITY OF SPRINGFIELD

In the City Council August 21, 2023

ORDER OF TAKING
OF LAND

IT IS ORDERED THAT the City Council, acting pursuant to Mass. General Laws Chapter 43, Section 30, and Mass. General Laws Chapter 79, upon the request of the Department of Public Works, does hereby take by eminent domain in the name and on behalf of the said City of Springfield, One (1) Permanent Partial Taking of land located on Tapley Street, in Springfield, in fee simple, for critical municipal public purposes including 1.) supplying

parking and storage space for supplies and equipment necessary for essential Public Works operations out of 70 Tapley Street (an abutting property, serving as the City's Municipal Operations Center), and 2.) operation of municipal vehicles used for snow removal, trash collection, and emergency services. The purposes set forth above shall be known herein as the "Project".

The City of Springfield has determined that the location and configuration of the rear portion of the property known as 90-120 Tapley Street, more specifically the area North of the building on site, makes it unique and ideal for use for regular and emergency DPW operations, as the Municipal Operations Center does not have sufficient space for the parking, storage, scales, and large vehicle maneuvering required for DPW operations (all of which are essential).

An appropriation of money has been duly made for this purpose by an Order approved by the City Council on this date.

Such permanent partial taking is taken together with all rights therein, both legal and equitable, including all privileges, appurtenances, restrictions, conditions, and all estates and rights of reverter, together with all trees upon said land and improvements affixed to said land, excepting easements, rights, and interests specifically reserved herein.

PERMANENT PARTIAL TAKING IN FEE SIMPLE

It is ORDERED, that a portion of the parcel of land described below is taken in fee simple, pursuant to and by virtue of Mass. General Laws Chapter 43, Section 30, and Mass. General Laws Chapter 79, of the Massachusetts General Laws, for municipal pubic purposes, including preserving and maintaining Department of Public Works essential operations, storage and parking in connection with the Project, including any improvements, trees and shrubs located thereon;

The Permanent Partial Taking described in this Order is known and described as follows:

90 - 120 Tapley Street (Rear Locus): A Locus comprising the northern portion of a parcel of land located at 90 - 120 Tapley Street, Springfield, Massachusetts, City Parcel #11415-0008, supposed to be owned by Tapley 90 LLC, containing an area of 40,292 square feet. Being that same certain Locus comprising the northern portion of a parcel of land described as "Parking Lot Lease Area" as shown on a certain plan entitled "Plan of Land in Springfield, Massachusetts, Surveyed for City of Springfield", dated June 29, 2023, drawn by Heritage Land Surveying and Engineering, Inc., which plan is recorded herewith in the Hampden County Registry of Deeds ("Plan") and said land being further bounded and described as follows:

NORTHWESTERLY by land marked "Poorvu Parcel 3", as shown on plan entitled "Plan of Land in City of Springfield, Mass., owned by Samuel W. & Sumner L. Poorvu", drawn by Durkee, White, Towne, and Chapdelaine, Civil Engineers and Land Surveyors, dated April 29, 1966, duly recorded with Hampden County Registry of Deeds, in Plan Book 103 Page 50, two hundred eighty-eight and 99/100 (288.99) feet;

SOUTHEASTERLY by the remaining southern portion of the property known as 90-120 Tapley Street, of Tapley 90 LLC, two hundred nineteen and 34/100 (219.34) feet;

WESTERLY and SOUTHWESTERLY by land of the City of Springfield as shown on the Plan, by seventy-five and 22/100 (75.22) feet and ninety (90) feet each respectively;

EASTERLY and NORTHEASTERLY by land formerly of the Westinghouse Electric Corporation, now of Vanzandt Realty LLC as shown on the Plan, by one hundred forty-nine and 7/100 (149.07) feet and eighty-eight and 99/100 (88.99) feet each respectively.

Containing 40,292 square feet or approximately 0.92 acres.

Being a portion of the same property sold to Tapley 90 LLC by 90 Tapley, LLC, via quitclaim deed, recorded at the Hampden County Registry of Deeds at Book 24932 Page 208 on March 6, 2023.

AWARD OF DAMAGES

It is ORDERED that the City of Springfield makes the following awards for damages sustained by the owners of the parcels, and to other persons as are required by law, by reason of the takings in fee, including any improvements, trees or shrubs:

Parcel/Address	Owner of Record/Mortgagee	Damage Award
90 - 120 Tapley Street (Rear Locus)	Tapley 90 LLC (Owner)	$450,000.00
	New Valley Bank & Trust (Mortgagee)	
	TOTAL:	$450,000.00

Although said parcel is stated above as belonging to the named owner, the ownership of said parcels is stated herein only insofar as said ownership is known or has been determined by the City Council, and accordingly, is so stated and shown only as a matter of information and belief.

Such partial permanent takings in fee simple are subject to outstanding mortgages and liens of record as are required by law, and are made subject to the prior payment of any unpaid taxes, water and sewer use charges, betterments, if any, to the City of Springfield, MA.

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 ordered to certify and record a copy hereof, in the Hampden County Registry of Deeds.

Approved by the City Council on August 21, 2023:

_____

City Clerk

Approved pursuant to Mass. Gen. Laws ch. 43, sec. 30:

_____
Domenic J. Sarno, Mayor
Date signed: August ___, 2023