



City Council

Finance Sub-Committee

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

~ Agenda ~

Gladys Oyola-Lopez
413-787-6096

Monday, November 13, 2023

5:30 PM

Hybrid Room 200

I. Call to Order

5:30 PM Meeting called to order on November 13, 2023 at Hybrid Room 200, 36 Court Street, Springfield, MA.

II. Public Portion

III. Orders

1. Order (ID # 7730)

September Revenue Vs. Expenditure Report

ATTACHMENTS:

- September Revenue Vs. Expenditure Report (PDF)

2. Order (ID # 7738)

Bond Authorization - Two (2) Fire Apparatus - \$3,290,000.00

ATTACHMENTS:

- CAFO Cert - Bond Auth - Purchase of Fire Apparatus (PDF)

3. Order (ID # 7739)

Bond Authorization - School Boiler Projects - \$2,827,786.00

ATTACHMENTS:

- CAFO Cert - Bond Auth - FY24 MSBA ARP Projects Bond (PDF)

4. Order (ID # 7740)

Bond Authorization - Neal Indian Orchard Community Park - \$1,610,690.00

ATTACHMENTS:

- CAFO Cert - Bond Auth - Neal Park (PDF)

5. Order (ID # 7750)

Parks Department - LWCF Grant - Congressman Richard E. Neal Indian Orchard Community Park (Neal Park) - \$1,500,000 - Match Required

ATTACHMENTS:

- Neal Park Grant Setup (PDF)
- Neal Park Award Letter (PDF)
- CAFO Cert - Bond Auth - Neal Park (PDF)

6. Order (ID # 7751)

Parks Department - LWCF Grant - Gurdon Bill Park - \$1,000,000 - Match Required

ATTACHMENTS:

- Gurdon Bill Award Letter (PDF)
- Gurdon Bill Grant Setup (PDF)
- CAFO Cert - Bond Auth -Gurdon Bill Park (PDF)

7. Order (ID # 7749)

Bond Authorization - Gurdon Bill Park - \$1,000,000.00

ATTACHMENTS:

- CAFO Cert - Bond Auth -Gurdon Bill Park (PDF)

8. Order (ID # 7746)

Parks Department - PARC Grant - Harriet Tubman Park - \$500,000 - Match Required

ATTACHMENTS:

- Tubman Grant Setup (PDF)
- Tubman Award Letter (PDF)
- CAFO Cert - Parks - PARC Grant - Harriet Tubman (PDF)

9. Order (ID # 7741)

PEG Access and Cable Related Fund FY24 Q2 Franchise Fee Payment - \$157,669.93

10. Order (ID # 7733)

MassHeal Grant Increase- No Match Required \$94,866.00

ATTACHMENTS:

- FY24 MassHeal (PDF)

11. Order (ID # 7728)

FY24 Municipal Road Safety Grant - No Match - \$60,000.00

ATTACHMENTS:

- MRS24 Grant Request Form (PDF)

12. Order (ID # 7731)

FY24 SHINE Grant - No Match Required \$59,962.00

ATTACHMENTS:

- SHINE GRANT additional funds for FY24 (PDF)

13. Order (ID # 7732)

HHS American Rescue Plan Act Grant - No Match Required - \$13,845.00

ATTACHMENTS:

- FY24 American Rescue Plan Act HHS (PDF)

14. Order (ID # 7734)

Bills of Prior Year - Various Departments - \$2,443.00

ATTACHMENTS:

- PURCHASE REQUISITION FOR JENNIFER SATTLER FOR ACADEMY 0523 PRIOR YEAR FY SERVICES (PDF)
- TJO BOPY MVMA (PDF)
- TJO BOPY REIMBURSEMENT_Redacted (PDF)
- Empower Invoice# 370616 (PDF)
- CAFO Cert - BOPYS (PDF)

15. Order (ID # 7729)

Elder Affairs Donation- \$2,000.00

ATTACHMENTS:

- Elders Donation \$2,000_Redacted (PDF)

16. Order (ID # 7747)

Interest Arbitration Award - Springfield Police Supervisors Association (SPSA)

ATTACHMENTS:

- HR SPSA Memo (PDF)
- SPSA Arbitration Decision (PDF)
- SPSA CAFO CERT_Updated (PDF)

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

For the period ended
09/30/23

Revenues and Other Sources:	Revised Budget	Actual	Variance Over/(Under)	%
Real Estate & Personal Property Taxes	257,606,704	61,740,325	(195,866,379)	24
Real Estate & Personal Property Taxes - Tax Liens	-	287,065	287,065	0
Motor Vehicle Excise	12,500,000	1,642,357	(10,857,643)	13
Penalties, interest and other taxes	21,645,249	1,388,148	(20,257,101)	6
Charges for Services	16,057,735	4,242,489	(11,815,247)	26
Intergovernmental	547,822,551	137,697,129	(410,125,422)	25
Licenses and Permits	5,313,100	1,619,729	(3,693,372)	30
Fines and Forfeits	522,183	102,794	(419,389)	20
Interest earned on Investments	2,966,442	1,364,914	(1,601,528)	46
Miscellaneous	8,478,945	559,020	(7,919,925)	7
FY 2023 Net School Spending Shortfall (a.)	21,189,516	21,189,516	-	100
Free Cash to Reduce Tax Rate	5,000,000	5,000,000	-	100
Total Revenues and Other Sources	899,102,426	236,833,484	(662,268,941)	26
Expenditures and Other Uses:				
General government	27,964,224	11,436,172	16,528,052	41
Public safety				
Police	57,734,692	14,230,480	43,504,212	25
Fire	27,531,981	7,410,142	20,121,839	27
Centralized Dispatch	2,252,925	737,744	1,515,181	33
Other	5,155,932	1,601,625	3,554,307	31
Health and Welfare	4,747,354	1,299,631	3,447,722	27
Public works	12,469,901	6,282,209	6,187,692	50
Education	608,987,902	183,067,766	425,920,136	30
Culture and recreation	17,178,902	7,290,844	9,888,058	42
Pension and fringe	96,438,091	70,665,774	25,772,318	73
State and district assessments	3,687,213	916,783	2,770,430	25
Debt Service	23,034,501	8,978,272	14,056,229	39
Pay as you go Capital	4,652,045	847,574	3,804,470	18
Other Financing Use - Trash Enterprise Supplement	7,266,762	7,266,762	-	100
Total Expenditures and Other Uses	899,102,426	322,031,779	577,070,647	36
Excess (deficiency) of revenues and other sources over expenditures and other uses	-	(85,198,295)	(85,198,295)	

(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: September Revenue Vs. Expenditure Report (7730 : September Revenue Vs. Expenditure Report)

CITY OF SPRINGFIELD, MASSACHUSETTS
Budget and Actual - General Fund
Expenditures and Encumbrances

For the period ended
09/30/23

Expenditures and Other Uses:

	Original Budget	Transfers In/(Out)	Revised Budget	Expenditure	Encumbrance	Variance Over/(Under)	%
General government	27,964,224	-	27,964,224	7,136,169	4,300,004	16,528,052	41%
Public safety							
Police	57,734,692	-	57,734,692	12,849,422	1,381,059	43,504,212	25%
Fire	27,531,981	-	27,531,981	6,899,777	510,365	20,121,839	27%
Centralized Dispatch	2,252,925	-	2,252,925	731,824	5,920	1,515,181	33%
Other	5,155,932	-	5,155,932	1,099,210	502,416	3,554,307	31%
Health and Welfare	4,747,354	-	4,747,354	895,256	404,375	3,447,722	27%
Public works	12,469,901	-	12,469,901	5,501,738	780,470	6,187,692	50%
Education	587,798,386	21,189,516	608,987,902	130,030,947	53,036,819	425,920,136	30%
Culture and recreation	17,178,902	-	17,178,902	4,525,148	2,765,696	9,888,058	42%
Pension and fringe	96,438,091	-	96,438,091	70,004,113	661,660	25,772,318	73%
State and district assessments	3,687,213	-	3,687,213	916,783	-	2,770,430	25%
Debt Service	23,034,501	-	23,034,501	8,978,272	-	14,056,229	39%
Pay as you go Capital	4,652,045	-	4,652,045	(5,444)	853,019	3,804,470	18%
Other Financing Use - Trash Enterprise Supplement	7,266,762	-	7,266,762	7,266,762	-	-	100%
Total Expenditures and Other Uses	877,912,910	21,189,516	899,102,426	256,829,977	65,201,802	577,070,647	36%

CITY OF SPRINGFIELD, MASSACHUSETTS

Yearly Comparison Revenue Vs. Expenditures
For the period ended
09/30/23 vs 09/30/22

<u>Revenues and Other Sources:</u>	<u>FY 2024</u> <u>Actual</u>	<u>FY 2023</u> <u>Actual</u>	<u>Increase/</u> <u>(Decrease)</u>	<u>Comments</u>
Real Estate & Personal Property Taxes	\$ 61,740,325	\$ 61,057,749	\$ 682,576	
Tax Liens	287,065	302,226	(15,161)	
Motor Vehicle Excise	1,642,357	1,168,328	474,028	
Penalties, interest and other taxes	1,388,148	1,100,023	288,125	
Charges for Services	4,242,489	3,102,078	1,140,411	\$1.5M Medicaid payment received in FY 24
Intergovernmental	137,697,129	127,932,538	9,764,591	Increase in Chapter 70 Funding
Licenses and Permits	1,619,729	1,499,185	120,543	
Fines and Forfeits	102,794	140,199	(37,405)	
Interest earned on Investments	1,364,914	611,350	753,564	
Miscellaneous	559,020	453,096	105,924	
Net School Spending Shortfall	21,189,516	20,268,253	921,263	
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	236,833,484	221,135,025	15,698,459	

Expenditures and Other Uses:

General government	11,436,172	11,303,540	132,633	
Public safety				
Police	14,230,480	12,454,279	1,776,202	
Fire	7,410,142	6,746,899	663,243	
Centralized Dispatch	737,744	504,779	232,965	
Other	1,601,625	1,501,840	99,786	
Health and Welfare	1,299,631	1,137,595	162,036	
Public works	6,282,209	6,285,424	(3,215)	
Education	183,067,766	134,712,236	48,355,530	Increase in Encumbered Funds from FY 2023
Culture and recreation	7,290,844	5,585,136	1,705,708	
Pension and fringe	70,665,774	64,799,401	5,866,373	Increase in Pension Payment.
State and district assessments	916,783	977,462	(60,679)	
Debt Service	8,978,272	13,716,059	(4,737,787)	
Pay as you go Capital	847,574	215,367	632,207	
Trash Enterprise Supplement	7,266,762	6,165,593	1,101,169	Increase in GF Trash Supplement
Total Expenditures and Other Uses	322,031,779	266,105,610	55,926,169	

Totals	\$ (85,198,294)	\$ (44,970,585)	\$ (40,227,710)
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City of Springfield
36 Court Street
Springfield, MA 01103



Division of Administration
and Finance

To: Springfield City Council
From: Patrick Burns, Acting Chief Administrative & Financial Officer
Date: 11/13/2024
Re: Order for Council Meeting – 11/13/2024
Cc: Mayor Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the November 13, 2024 Council meeting, which authorizes the City to pay \$3,290,000.00 for the purchase of two fire apparatus for the Springfield Fire Department (“SFD”).

Background: The purchase of the new fire apparatus is necessary to continue the provision of public safety and to improve, and contribute to, the quality of life for the citizens of the City of Springfield by protecting, serving, and working with the community. The vehicles to be purchased will replace a portion of the SFD’s aging fleet. These replacements will save money on repair costs and reduce the amount of time vehicles will out of service.

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

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

City of Springfield
36 Court Street
Springfield, MA 01103



Division of Administration
and Finance

To: Springfield City Council
From: Patrick Burns, Acting Chief Administrative & Financial Officer
Date: November 13, 2023
Re: Bond Authorization for FY24 MSBA ARP Projects
Cc: Mayor Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the November 13, 2023 Council meeting, which authorizes the City to pay the sum of \$2,827,786 for two Springfield public schools that were invited into the MSBA Accelerated Repairs Program.

Background: The Department of Capital Asset and Construction (“DCAC”) requires funding for boiler replacement projects at Milton Bradley and Rebecca Johnson Schools. The main goals of the Accelerated Repair Program are to improve learning environments for children and teachers, reduce energy use and generate cost savings for districts.

The City needs to authorize bonds for the total amount of this project before any reimbursements from MSBA can be requested. The City can expect 80% reimbursement of eligible costs from MSBA. The total bond authorization being sought is \$2,827,786 to cover all costs associated with the Accelerated Repairs Program.

Project	Funding Required
Milton Bradley Boiler	1,580,283.00
Rebecca Johnson Boiler	1,247,503.00
Total	2,827,786.00

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

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City of Springfield
36 Court Street
Springfield, MA 01103

Division of Administration
and Finance



To: Springfield City Council
From: Patrick Burns, Acting Chief Administrative & Financial Officer
Date: 11/13/2023
Re: Order for Council Meeting – 11/13/2023
Cc: Mayor Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the November 13, 2023 Council meeting, which authorizes the City to pay \$1,610,690.00 for costs associated with the construction and improvements of Neal Indian Orchard Community Park.

Background: This funding will be used to pay costs of capital improvements and construction to recreational facilities, including but not limited to design development, permitting, site amenities and landscaping. The total cost of this project will be \$3,110,690. A grant from the Commonwealth of Massachusetts/National Park Service Land & Water Conservation Fund will provide \$1,500,000 in funding and the City will provide a match of \$1,610,690.

Description	Amount
Grant Funding	\$ 1,500,000.00
City Match	\$ 1,610,690.00
Total Project Budget	\$ 3,110,690.00

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

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

Attachment: CAFO Cert - Bond Auth - Neal Park (7740 : Bond Authorization - Neal Park - \$1,619,690.00)



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 10/03/2023

Department Requesting Grant Setup DPBRM

Department Phone # (Please include extension) 787-7772

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

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

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

Grant Type:

State – Highway

Federal Pass-Through DOE– School

Federal Direct– School

Federal – City

State DOE– School

State Other – School

X State – City (Land and Water Conservation Fund)

Private/Other

Grant Name: Neal Park

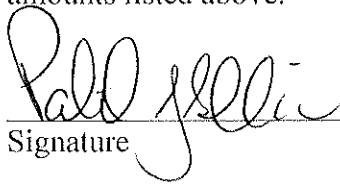
Total Grant Amount Awarded: \$ 1,500,000

Org Code: 530600 \$
584000 \$

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

10/3/23
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.



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

Maura T. Healey
 GOVERNOR

Kimberley Driscoll
 LIEUTENANT GOVERNOR

Rebecca L. Tepper
 SECRETARY

Tel: (617) 626-1000
 Fax: (617) 626-1081
<http://www.mass.gov/eea>

September 22, 2023

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

RE: Congressman Richard E. Neal Indian Orchard Community Park (Neal Park),
 LWCF #25-00578

Dear Mr. Sullivan:

I am pleased to confirm that the Neal Park Project has been selected by the Commonwealth of Massachusetts and the National Park Service to receive up to \$1,500,000.00 in federal Land and Water Conservation Fund grant assistance through the FY22 Outdoor Recreation Legacy Partnership grant round. Please note the project number associated with the project, listed above. You will use this project number in all future correspondence.

Project deadline is September 1, 2026

While the City of Springfield's total grant award is \$1,500,000.00, I ask that you break down the projected spending by fiscal year on page two of the contract (attached). There may be some ability to move funding between the fiscal years, as LWCF grants are funded from federal sources and aren't bound by the state's fiscal year. However, the project's budget should begin with the best estimate possible to ensure a smooth transition between fiscal years.

LWCF grants work on a reimbursement basis. The grant's reimbursement rate is 49%. EEA can only reimburse the city 49% of what is spent during the contract period each fiscal year, even if this figure does not reach the maximum value of the grant award for that specific fiscal year.

To move forward with the project, the following documents must be signed and returned to me:

Attachment: Neal Park Award Letter (7750 : Parks Department - LWCF Grant - Neal Park - \$1,500,000 - Match Required)

Local LWCF Project Agreement

The Project Agreement is a local version of the agreement signed between EEA and NPS. It is signed by EEA and your chief executive officer. Note that by signing the Project Agreement, the chief executive officer agrees to comply with the program regulations of the Land and Water Conservation Fund as stipulated in the Project Agreement and the General Provisions. The Agreement must be recorded as an adjunct to the property's deed, along with the city council vote and park boundary map. Please mail me **two signed copies**. You will then be sent a copy that has been signed by EEA to be recorded at the Registry of Deeds.

State Standard Contract

A state standard contract enables the state to set up an account to pay for your project. Please complete the budget table on page two by writing in how much is needed in each fiscal year throughout the life of the project and have your community's CEO sign page 1 of the form.

Contractor Authorized Signatory Listing Form

Please have your chief executive officer complete both sides of [this form](#). The same person that signs the contract should sign both sides of this form. Then have the form notarized.

GIS Data Entry Form

This form, along with the required supplemental map, enables our GIS staff to enter your project into the Commonwealth's protected open space datalayer.

City Council Vote

All projects must submit a successful vote as soon as possible. Your contract will not be signed until a successful city council vote is submitted to EEA. If you have not yet had me review the vote language, please have me do so immediately.

All documents must be signed, scanned, and emailed to me as soon as possible. The only document that must be mailed in hard copy form is the project agreement.

Reimbursement Procedures

Please do not begin construction until you have received a signed contract back from me. Any costs incurred prior to that date are not eligible for reimbursement.

It is not possible for a final reimbursement request to be submitted until the project has been completed, but I think it is helpful to know at this stage what is required for a project to be considered complete. You may request a final reimbursement request after:

- a. The LWCF project agreement has been executed between Springfield and the state
- b. A state standard contract has been executed between Springfield and the state
- c. A Land and Water Conservation Fund acknowledgment sign is installed
- d. The LWCF project agreement, city council vote, and boundary map, have been executed and recorded as an adjunct to the deed for the properties

Legally Protected Land – Springfield's Commitment

Remember that acceptance of this federal grant requires that the property remain open to the general public, not just Springfield's residents, and prohibits any other use other than appropriate outdoor recreation at the site in perpetuity. The land must be dedicated to Chapter

45, Section 3 or 14 (not both). Conversion of the property to non-recreation use requires the recreation commission to abide by Article 97 of the Articles of Amendment to the State Constitution, as well as the federal Land and Water Conservation Fund Project Agreement. In other words, converted land must be replaced with other property of equal or greater monetary value and recreational use, all at your community's expense.

Please contact me with any questions or concerns you may have at any time. I can be contacted at melissa.cryan@mass.gov or (857) 274-7173 if you need further assistance. I look forward to seeing your project come to fruition!

Sincerely,



Melissa Cryan
Alternate State Liaison Officer

City of Springfield
36 Court Street
Springfield, MA 01103

Division of Administration
and Finance



To: Springfield City Council
From: Patrick Burns, Acting Chief Administrative & Financial Officer
Date: 11/13/2023
Re: Order for Council Meeting – 11/13/2023
Cc: Mayor Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the November 13, 2023 Council meeting, which authorizes the City to pay \$1,610,690.00 for costs associated with the construction and improvements of Neal Indian Orchard Community Park.

Background: This funding will be used to pay costs of capital improvements and construction to recreational facilities, including but not limited to design development, permitting, site amenities and landscaping. The total cost of this project will be \$3,110,690. A grant from the Commonwealth of Massachusetts/National Park Service Land & Water Conservation Fund will provide \$1,500,000 in funding and the City will provide a match of \$1,610,690.

Description	Amount
Grant Funding	\$ 1,500,000.00
City Match	\$ 1,610,690.00
Total Project Budget	\$ 3,110,690.00

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

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Attachment: CAFO Cert - Bond Auth - Neal Park (7750 : Parks Department - LWCF Grant - Neal Park - \$1,500,000 - Match Required)



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

Maura T. Healey
 GOVERNOR

Kimberley Driscoll
 LIEUTENANT GOVERNOR

Rebecca L. Tepper
 SECRETARY

Tel: (617) 626-1000
 Fax: (617) 626-1081
<http://www.mass.gov/eea>

September 28, 2023

Patrick Sullivan
 City of Springfield
 36 Court Street
 Springfield, MA 01103

RE: Springfield Bike & Skate Park at Gurdon Bill Park, LWCF #25-00580

Dear Mr. Sullivan:

I am pleased to confirm that the Springfield Bike & Skate Park at Gurdon Bill Park Project has been selected by the Commonwealth of Massachusetts and the National Park Service to receive up to \$1,000,000 in federal Land and Water Conservation Fund grant assistance through the FY23 LWCF grant round. Please note the project number associated with the project, listed above. You will use this project number in all future correspondence.

Project deadline is December 31, 2025

While the City of Springfield's total grant award is \$1,000,000, I ask that you break down the projected spending by fiscal year on page two of the contract (attached). There may be some ability to move funding between the fiscal years, as LWCF grants are funded from federal sources and aren't bound by the state's fiscal year. However, the project's budget should begin with the best estimate possible to ensure a smooth transition between fiscal years.

LWCF grants work on a reimbursement basis. The grant's reimbursement rate is 50%. EEA can only reimburse the city 50% of what is spent during the contract period each fiscal year, even if this figure does not reach the maximum value of the grant award for that specific fiscal year.

To move forward with the project, the following documents must be signed and returned to me:

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Local LWCF Project Agreement

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City Council Vote

All projects must submit a successful vote as soon as possible. Your contract will not be signed until a successful City Council vote is submitted to EEA. If you have not yet had me review the vote language, please have me do so immediately.

All documents must be signed, scanned, and emailed to me as soon as possible. The only document that must be mailed in hard copy form is the project agreement.

Reimbursement Procedures

Please do not begin construction until you have received a signed contract back from me. Any costs incurred prior to that date are not eligible for reimbursement.

It is not possible for a final reimbursement request to be submitted until the project has been completed, but I think it is helpful to know at this stage what is required for a project to be considered complete. You may request a final reimbursement request after:

- a. The LWCF project agreement has been executed between Springfield and the state
- b. A state standard contract has been executed between Springfield and the state
- c. A Land and Water Conservation Fund acknowledgment sign is installed
- d. The LWCF project agreement, City Council vote, and boundary map, have been executed and recorded as an adjunct to the deed for the properties

Legally Protected Land – Springfield's Commitment

Remember that acceptance of this federal grant requires that the property remain open to the general public, not just Springfield's residents, and prohibits any other use other than appropriate outdoor recreation at the site in perpetuity. The land must be dedicated to Chapter

45, Section 3 or 14 (not both). Conversion of the property to non-recreation use requires the recreation commission to abide by Article 97 of the Articles of Amendment to the State Constitution, as well as the federal Land and Water Conservation Fund Project Agreement. In other words, converted land must be replaced with other property of equal or greater monetary value and recreational use, all at your community's expense.

Please contact me with any questions or concerns you may have at any time. I can be contacted at melissa.cryan@mass.gov or (857) 274-7173 if you need further assistance. I look forward to seeing your project come to fruition!

Sincerely,

Melissa Cryan
Alternate State Liaison Officer



REQUEST FOR GRANT SETUP

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All fields are mandatory.

Date of Request 10/03/2023

Department Requesting Grant Setup DPBRM

Department Phone # (Please include extension) 787-7772

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

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

If yes, please indicate your previous project number:

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

Grant Type:

State – Highway

Federal Pass-Through DOE– School

Federal Direct– School

Federal – City

State DOE– School

State Other – School

X State – City (Land and Water Conservation Fund)

Private/Other

Grant Name: Spfld Bike & Skate Park at Gurdon Bill Park

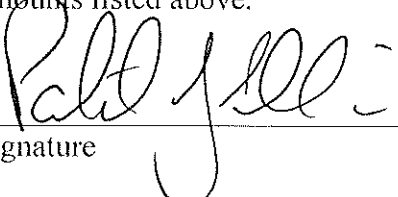
Total Grant Amount Awarded: \$ 1,000,000

Org Code: 530600 \$
 584000 \$

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

4/8/23
 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.

City of Springfield
36 Court Street
Springfield, MA 01103



Division of Administration
and Finance

To: Springfield City Council
From: Patrick Burns, Acting Chief Administrative & Financial Officer
Date: 11/13/2023
Re: Order for Council Meeting – 11/13/2023
Cc: Mayor Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the November 13, 2023 Council meeting, which authorizes the City to pay \$1,000,000.00 for costs associated with the construction improvements of Gurdon Bill Park.

Background: This funding will be used to pay costs to develop the bike and skate park with additional site amenities. The total cost of this project will be \$2,000,000. A grant from the Commonwealth of Massachusetts/National Park Service Land & Water Conservation Fund will provide \$1,000,000 in funding and the City will provide a match of \$1,000,000.

Description	Amount
Grant Funding	\$ 1,000,000.00
City Match	\$ 1,000,000.00
Total Project Budget	\$ 2,000,000.00

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

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

City of Springfield
36 Court Street
Springfield, MA 01103

Division of Administration
and Finance



To: Springfield City Council
From: Patrick Burns, Acting Chief Administrative & Financial Officer
Date: 11/13/2023
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Cc: Mayor Sarno

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Description	Amount
Grant Funding	\$ 1,000,000.00
City Match	\$ 1,000,000.00
Total Project Budget	\$ 2,000,000.00

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

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

Attachment: CAFO Cert - Bond Auth -Gurdon Bill Park (7749 : Bond Authorization - Gurdon Bill Park - \$1,000,000.00)



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	10/25/23
Department Requesting Grant Setup	DPBRM
Department Phone # (Please include extension)	787-7772
Name and Title of Person to Contact in Case of Questions	Patrick Sullivan Executive Director
Was this Grant previously setup for a prior fiscal year?	No
If yes, please indicate your previous project number:	
If this is a new Grant, have you filled out the “Approval to apply for a grant” Form?	
(Y/N)	If yes, please attach a copy of the Approved Form.

Grant Type:

	State – Highway
	Federal Pass-Through DOE– School
	Federal Direct– School
	Federal – City
	State DOE– School
	State Other – School
X	State – City (Parkland Acquisitions & Renovations for Communities)
	Private/Other

Grant Name: Harriet Tubman Park

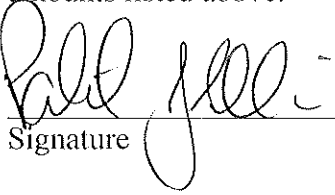
Total Grant Amount Awarded: \$ 500,000

Org Code: 530600 \$
 584000 \$

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

11/8/23
 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.



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

Maura T. Healey
 GOVERNOR

Kimberley Driscoll
 LIEUTENANT GOVERNOR

Rebecca L. Tepper
 SECRETARY

Tel: (617) 626-1000
 Fax: (617) 626-1081
<http://www.mass.gov/eea>

October 19, 2023

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

Re: Harriet Tubman Park, PARC #49

Dear Mr. Sullivan:

I am pleased to officially confirm that the Harriet Tubman Park project has been selected by the Executive Office of Energy and Environmental Affairs (EEA) to receive up to \$500,000 in state Parkland Acquisitions and Renovations for Communities (PARC) grant assistance.

Project deadline is June 1, 2025

Be advised that the sum of \$50,000 for design costs has been set-aside for encumbrance and expenditure in FY24. Please note that this figure is solely for expenditure in FY24. The remaining \$450,000 for construction will be executed for encumbrance of funds in FY25, which begins July 1, 2024. All construction work must be completed and closed out by June 1, 2025. PARC grants work on a reimbursement basis. Your community's reimbursement rate is 70%. We can only reimburse your community for 70% of what it spends as demonstrated through canceled municipal checks, even if this figure does not reach the maximum value of the grant award for that specific fiscal year.

The project must be completed by June 1, 2025 because your grant award amount has been budgeted by EEA in the fiscal years requested in your application. If you anticipate any difficulties in meeting this spending target and schedule at any time, please contact me without delay. I can be reached at melissa.cryan@mass.gov or (857) 274-7173.

Next Steps

1. Take a **City Council or Town Meeting vote** if you have not done so already. I must have a certified copy of the vote in hand by December 31, 2023. If you have not yet had me review the vote language, please do so immediately.
2. Execute the **PARC Project Agreements**. The PARC Project Agreement will be signed by your Chief Executive Officer and a majority of the Park or Recreation Commission members. Review the agreement carefully to be sure that the project has been correctly described and contact me

immediately if any changes or updates need to be made. If the document is correct, please have **two copies signed** and mail them to me for signature by Rebecca Tepper, Secretary of EEA. One original will be returned to you to record, along with the town meeting or city council vote, property deed, and boundary map, at the Registry of Deeds, and to be copied for your audit file. The recorded Project Agreement must be returned to me no later than March 1, 2024.

3. Execute a **State Standard Contract**. This document allows our fiscal department to establish an account for your project. No reimbursement request can be honored unless the State Standard Contract, including the [Contractor Authorized Signatory Listing](#), are signed and returned to me. The Contractor Authorized Signatory Listing Form should be signed by whoever signed the contract.
4. After the state contract has been signed and returned to you, you may proceed with the final design of your project. You may not start construction until July 1, 2024, and are expected to begin construction on that date. If you cannot, you must explain why. Please note that we are unable to reimburse your community for any costs incurred prior to the execution of the State Standard Contract.

Reimbursement Procedures

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

Reimbursement will be contingent upon satisfying the following conditions:

1. Submit **final designs and specifications** before going to bid, together with required permits for the construction phase, and final billing for design work by June 1, 2024.
2. A copy of the **PARC Project Agreement**, which has been recorded at the Registry of Deeds (along with the town meeting or city council vote for the project and boundary map) and a marginal notation entered on the deed to the property, is returned by March 1, 2024.
3. The construction must be started on July 1, 2024 and closed out by June 1, 2025. If you do not begin construction on July 1, 2024, you must explain why and submit a schedule demonstrating how your project will meet the June 1, 2025 deadline.
4. Completion of outstanding Conservation Restrictions on parcels acquired with the use of Community Preservation Act funds. Applicants that have purchased real property interests for open space or recreational purposes using CPA funds must have all CRs required by Section 12 of Chapter 44B approved by the Secretary of EEA and recorded prior to receipt of project reimbursement from EEA. Please submit to DCS documentation by December 31, 2024 showing the conveyance of approved CRs to an appropriate entity. Documentation should include the grantee, date of conveyance, and registry book/page of the CR document.

Legally Protected Recreation Land – Springfield’s Commitment

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

Project Sponsor’s Workshop

Please carefully review all the enclosed information, and plan to attend a Project Sponsor’s Workshop. This is a short (around an hour), but important, mandatory meeting to review how to prepare your reimbursement request(s). If you cannot attend, please send someone to represent you since it would be very difficult to meet individually with each project sponsor. The grant workshop will be offered two different times and held via Microsoft Teams. The first will be on Wednesday, November 8, 2023 at 11:00 am, the second on Monday, November 13, 2023 at 2:00 pm. Upon RSVPing to me at melissa.cryan@mass.gov, the login information will be provided.

Congratulations on your successful application to the PARC Grant Program!

Sincerely,

Melissa Cryan
Grant Programs Supervisor

enc.

Attachment: Tubman Award Letter (7746 : Parks Department - PARC Grant - Harriet Tubman Park - \$500,000 - Match Required)

City of Springfield
36 Court Street
Springfield, MA 01103

Division of Administration
and Finance



To: Springfield City Council
From: Patrick Burns, Acting Chief Administrative & Financial Officer
Date: November 13, 2023
Re: Order for Council Meeting – November 13, 2023
Cc: Mayor Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the November 13, 2023 Council meeting regarding a state grant for improvements and upgrades to Harriet Tubman Park.

Background: The Parks Department has been selected by the Executive Office of Energy and Environmental Affairs (EEA) to receive state grant assistance from Parkland Acquisitions & Renovations for Communities (PARC). The total cost of this project will be \$850,000. The grant will provide \$500,000 in funding and the remaining \$350,000 will be provided through FY24 Pay-Go Funding.

This project will allow for improvements to Harriet Tubman Park, including installation of a playground and swings, picnic pavilion, outdoor classroom, fishing area, as well as open space improvements, tree plantings and landscaping.

Description	Amount
Grant Funding	500,000
FY24 Pay-Go Funding	350,000
Total Project Budget	850,000

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

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



REQUEST FOR GRANT SETUP

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All fields are mandatory.

Date of Request 10/5/2023

Department Requesting Grant Setup HHS

Department Phone # (Please include extension) 6710

Name and Title of Person to Contact in Case of Questions Lorene/Fiscal Manager

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

If yes, please indicate your previous project number: HEAL3

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

Grant Type:

State – Highway

Federal Pass-Through DOE– School

Federal Direct– School

Xx Federal – City

State DOE– School

State Other – School

State – City

Private/Other

Grant Name: MassHeal

Total Grant Amount Awarded: \$ 94,866.00 (Increase)

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

Attachment: FY24 MassHeal (7733 : MassHeal Grant Increase- No Match Required \$94,866.00)

Is this a Reimbursable Grant?

(Y/N) Yes

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

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

Entity Name	Boston Medical Center
Contact Person	Rachel sword-Cruz
Street Address	529 Main Street
City, State, Zip Code	Charlestown, MA 02129
Telephone	
Fax	
E-Mail	Rachel.Sword-Cruz@bmc.

Actual Award Date 8/3/2023
 Board Approval Date
 Start Date Effective immediately
 Expiration Date
 Renewal Action Date (optional)
 If there are any Matching Funds:
 Type
 Percent
 Amount
 Is there any Leverage? HUD FUNDING ONLY
 Source
 Amount

Comments re: Description/Purpose of Grant
 MassHeal

Comments re: Conditions/Restrictions of Grant
 See Budget

If this is a Federal Grant, enter CFDA#: 93.279

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: FY24 MassHeal (7733 : MassHeal Grant Increase- No Match Required \$94,866.00)

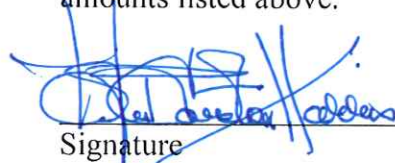
Please list all object codes needed for the grant.
(Attach additional sheets if additional orgs and roll-ups are needed):

Org Code: 26965200

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

Budget Roll-Up Codes: Yes

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


Signature

10/16/2023
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.



The primary teaching affiliate of the
Boston University School of Medicine

August 3, 2023

Springfield Department of Health and Human Services

Re: Continuation Funding from NIDA Grant, "MassHEAL - Reducing overdose deaths by 40%"

Dear City of Springfield:

I am writing to confirm that Boston Medical Center (BMC) is committed to providing additional funding to Springfield Department of Health and Human Services through a Federal grant awarded to BMC from the National Institutes of Health (NIH)/ National Institute for Drug Abuse (NIDA). The research study being led by BMC intends to provide additional funding of \$86,242 plus indirect costs of \$8,624 totaling \$94,866 that will address the City of Springfield's budget needs for the April 1, 2023 - December 31, 2023 period. We will send an amended contract for review shortly.

Please let me know if you have any questions or require additional information.

Sincerely,

A handwritten signature in black ink that reads "Carly Bridden".

Carly Bridden
Project Director, HEALing Communities Study - MA

Attachment: FY24 MassHeal (7733 : MassHeal Grant Increase- No Match Required \$94,866.00)



REQUEST FOR GRANT SETUP

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All fields are mandatory.

Date of Request

11/13/2023

Department Requesting Grant Setup

Office of Administration and Finance

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, MRS23 (Please use MRS24 for this year)

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:

Municipal Road Safety Grant

Total Grant Amount Awarded: **\$60,000.00**

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

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

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

Entity Name	Executive Office of Public Safety and Security
Contact Person	Denise Brown
Street Address	35 Braintree Hill Office Park, Suite 302
City, State, Zip Code	Braintree, MA 02184
Telephone	781-535-0069
Fax	
E-Mail	denise.m.brown@mass.gov

Actual Award Date

10/16/2023

Board Approval Date

Start Date

TBD

Expiration Date

09/15/2024

Renewal Action Date (optional)

If there are any Matching Funds: **NO**

Type

Comments re: Description/Purpose of Grant

Traffic Enforcement Campaigns and new Preliminary Breath Tests

Comments re: Conditions/Restrictions of Grant

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

What is the required drawdown frequency?

(Ex: Monthly, Quarterly)

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

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

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

Org Code:

Object Codes: **506000 - \$54,745.00**
 558100 - \$5,255.00

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


Date

Please attach the following documents:

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

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



COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

This form is jointly issued and published by the 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: Town/City of Springfield Police Department (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office of Public Safety & Security MMARS Department Code: EPS	
Legal Address: (W-9, W-4): 36 Court Street Springfield, Ma 01103		Business Mailing Address: 35 Braintree Hill Office Park, Suite 302, Braintree, MA 02184	
Contract Manager: Sean Pham	Phone: (413) 784-4883	Billing Address (if different):	
E-Mail: spham@springfieldcityhall.com	Fax:	Contract Manager: Denise Brown	Phone: 781-535-0069
Contractor Vendor Code: VC6000192140		E-Mail: Denise.M.Brown@mass.gov	Fax: 617-725-0260
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): 2024MRSPRINGFIELDX RFR/Procurement or Other ID Number: BD-23-1044-EPS11-10440-89300	
☒ NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ☐ Statewide Contract (OSD or an OSD-designated Department) ☐ Collective Purchase (Attach OSD approval, scope, budget) ☒ Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) ☐ Emergency Contract (Attach justification for emergency, scope, budget) ☐ Contract Employee (Attach Employment Status Form, scope, budget) ☐ Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		☐ CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) ☐ Amendment to Date, Scope or Budget (Attach updated scope and budget) ☐ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ☐ Contract Employee (Attach any updates to scope or budget) ☐ Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): ☒ Commonwealth Terms and Conditions ☐ Commonwealth Terms and Conditions For Human and Social Services ☐ Commonwealth IT Terms and Conditions			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00 . ☐ Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) ☒ Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended): <u>\$60,000.00</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ☐ % PPD; Payment issued within 15 days ☐ % PPD; Payment issued within 20 days ☐ % PPD; Payment issued within 30 days ☐ % PPD. If PPD percentages are left blank, identify reason: ☒ agree to standard 45 day cycle ☐ statutory/legal or Ready Payments (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.) FFY2024 – Municipal Road Safety Program PT-24-05-146 FA02BIL/80000402- \$60,000.00 Assistance Listing# 20.600			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ☒ 1. may be incurred as of the Effective Date (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. ☐ 2. may be incurred as of _____, 20____, a date <u>LATER</u> than the Effective Date below and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. ☐ 3. were incurred as of _____, 20____, a date <u>PRIOR</u> to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>9/15</u> , 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: <u>11/2/23</u> (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Domenic J. Sarno</u> Print Title: <u>Mayor</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Kevin J. Stanton</u> Print Title: <u>Executive Director, Office of Grants & Research</u>	



REQUEST FOR GRANT SETUP

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

All fields are mandatory.

Date of Request

10/24/2023

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: **82323**

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: **SHINE GRANT FY24**

First award \$14,371.00 (already approved)

Second award \$59,962.00 (needs to go before City Council)

Total Grant Amount Awarded FY24: **\$ 74,333.00**

Attachment: SHINE GRANT additional funds for FY24 (7731 : FY24 SHINE Grant - No Match Required \$59,962.00)

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: **Executive Office of Elder Affairs**

Street Address: **1 Ashburton Pl**

City, State, **Boston, MA 02108**

Telephone: **617-222-7427**

Fax:

E-Mail:

Actual Award Date **10/20/2023**

Board Approval Date

Start Date **9/1/2023**

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: SHINE GRANT additional funds for FY24 (7731 : FY24 SHINE Grant - No Match Required \$59,962.00)

Org Code: 28235404

Wages	53,085.12
Payroll Taxes/Fringe	3,876.88
Indirect	<u>3,000.00</u>
	\$ 59,962.00

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

10/24/23

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: SHINE GRANT additional funds for FY24 (7731 : FY24 SHINE Grant - No Match Required \$59,962.00)

Gasque, Carol

From: Germain, Alicia M.
Sent: Friday, October 20, 2023 10:05 AM
To: Gasque, Carol
Cc: Federico, Sandy
Subject: springfield shine sfy 24 amendment
Attachments: springfield page 2.docx; springfield shine.docx

Importance: High

Good morning!

It's here.

This is regular SHINE funding.... They cut us bcz we didn't spend down the grant last FY.

From: Petrocelli, Neil (ELD) <neil.petrocelli@mass.gov>
Sent: Friday, October 20, 2023 9:58 AM
To: Germain, Alicia M. <AGermain@springfieldcityhall.com>
Cc: Peele, Annette (ELD) <annette.v.peele@mass.gov>; Phillips, Cynthia (ELD) <cynthia.phillips@mass.gov>
Subject: [External] springfield shine sfy 24 amendment
Importance: High

Enclosed is your SHINE contract amendment for final funding for sfy24. Please review carefully, fill in the enclosed budget page and sign, scan and email back to me.
 If you have any questions, please let me know.

Thank You,
 Neil Petrocelli

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

Attachment: SHINE GRANT additional funds for FY24 (7731 : FY24 SHINE Grant - No Match Required \$59,962.00)

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>.

Attachment: SHINE GRANT additional funds for FY24 (7731 : FY24 SHINE Grant - No Match Required \$59,962.00)



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 10/27/2023

Department Requesting Grant Setup SDHHS HSH

Department Phone # (Please include extension) 413-787-6822

Name and Title of Person to Contact in Case of Questions Nicole Longtin

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) N/A 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: American Rescue Plan Act

Total Grant Amount Awarded: \$13,845.00

Is this a Reimbursable Grant?

(Y/N) Yes

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

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

Entity Name DEPT HHS HRSA
 Contact Person Sara Rhodes
 Street Address
 City, State, Zip Code 301-443-0246
 Telephone
 Fax
 E-Mail srhodes@hrsa.gov

Actual Award Date 08/25/2023
 Board Approval Date
 Start Date 09/01/2023
 Expiration Date 12/31/2024
 Renewal Action Date (optional) N/A
 If there are any Matching Funds:

Type
 Percent
 Amount

Is there any Leverage? HUD FUNDING ONLY
 Source
 Amount

Comments re: Description/Purpose of Grant
 American Rescue Plan Act Funding

Comments re: Conditions/Restrictions of Grant
 See budget

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

If applicable enter the State ID # :

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

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

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

Org Code: 26775205

Object Codes: 530105, 571100, 578700

Budget Roll-Up Codes: Yes

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

Signature

Date

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.



Department of Health and Human Services
Health Resources and Services Administration

Notice of Award
FAIN# H8L50684
Federal Award Date: 08/25/20

Recipient Information

1. Recipient Name
HEALTH & HUMAN SERVICES
95 State St
Springfield, MA 01103-2091
2. Congressional District of Recipient
01
3. Payment System Identifier (ID)
1046001415A2
4. Employer Identification Number (EIN)
046001415
5. Data Universal Numbering System (DUNS)
198910523
6. Recipient's Unique Entity Identifier
H6HGYVLKMAK6
7. Project Director or Principal Investigator
HELEN R CAULTON-HARRIS
Director
hcaulton@springfieldcityhall.com
(413)787-6456
8. Authorized Official
HELEN R CAULTON-HARRIS
Commissioner/ Health Center CEO
hcaulton@springfieldcityhall.com
(413)787-6456

Federal Agency Information

9. Awarding Agency Contact Information
Sara Rhoades
Grants Management Specialist
Office of Federal Assistance Management (OFAM)
Division of Grants Management Office (DGMO)
srhoades@hrsa.gov
(301) 443-0246
10. Program Official Contact Information
Kalyn Fauntleroy
Bureau of Primary Health Care (BPHC)
kfauntleroy@hrsa.gov
(301) 287-0051

Federal Award Information

11. Award Number
1 H8LCS50684-01-00
12. Unique Federal Award Identification Number (FAIN)
H8L50684
13. Statutory Authority
American Rescue Plan Act of 2021 (P.L. 117-2)
14. Federal Award Project Title
FY 2023 Bridge Access Program
15. Assistance Listing Number
93.527
16. Assistance Listing Program Title
Affordable Care Act (ACA) Grants for New and Expanded Services Under the Health Center Program
17. Award Action Type
New
18. Is the Award R&D?
No

Summary Federal Award Financial Information

19. Budget Period Start Date 09/01/2023 - End Date 12/31/2024	
20. Total Amount of Federal Funds Obligated by this Action	\$13,845.00
20a. Direct Cost Amount	
20b. Indirect Cost Amount	
21. Authorized Carryover	\$0.00
22. Offset	\$0.00
23. Total Amount of Federal Funds Obligated this budget period	\$13,845.00
24. Total Approved Cost Sharing or Matching, where applicable	\$0.00
25. Total Federal and Non-Federal Approved this Budget Period	\$13,845.00
26. Project Period Start Date 09/01/2023 - End Date 12/31/2024	
27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period	\$13,845.00

28. Authorized Treatment of Program Income
Addition
29. Grants Management Officer – Signature
Sarah Hammond on 08/25/2023

30. Remarks

Attachment: FY24 American Rescue Plan Act HHS (7732 : HHS American Rescue Plan Act Grant - No Match Required - \$13,845.00)



Notice of Award
Award Number: 1 H8LCS50684-01-00
Federal Award Date: 08/25/2023

Bureau of Primary Health Care (BPHC)

31. APPROVED BUDGET: (Excludes Direct Assistance) ☒ Grant Funds Only ☐ Total project costs including grant funds and all other financial participation <table><tr><td>a. Salaries and Wages:</td><td>\$0.00</td></tr><tr><td>b. Fringe Benefits:</td><td>\$0.00</td></tr><tr><td>c. Total Personnel Costs:</td><td>\$0.00</td></tr><tr><td>d. Consultant Costs:</td><td>\$0.00</td></tr><tr><td>e. Equipment:</td><td>\$0.00</td></tr><tr><td>f. Supplies:</td><td>\$0.00</td></tr><tr><td>g. Travel:</td><td>\$0.00</td></tr><tr><td>h. Construction/Alteration and Renovation:</td><td>\$0.00</td></tr><tr><td>i. Other:</td><td>\$13,845.00</td></tr><tr><td>j. Consortium/Contractual Costs:</td><td>\$0.00</td></tr><tr><td>k. Trainee Related Expenses:</td><td>\$0.00</td></tr><tr><td>l. Trainee Stipends:</td><td>\$0.00</td></tr><tr><td>m. Trainee Tuition and Fees:</td><td>\$0.00</td></tr><tr><td>n. Trainee Travel:</td><td>\$0.00</td></tr><tr><td>o. TOTAL DIRECT COSTS:</td><td>\$13,845.00</td></tr><tr><td>p. INDIRECT COSTS (Rate: % of S&W/TADC):</td><td>\$0.00</td></tr><tr><td>q. TOTAL APPROVED BUDGET:</td><td>\$13,845.00</td></tr><tr><td> i. Less Non-Federal Share:</td><td>\$0.00</td></tr><tr><td> ii. Federal Share:</td><td>\$13,845.00</td></tr></table>	a. Salaries and Wages:	\$0.00	b. Fringe Benefits:	\$0.00	c. Total Personnel Costs:	\$0.00	d. Consultant Costs:	\$0.00	e. Equipment:	\$0.00	f. Supplies:	\$0.00	g. Travel:	\$0.00	h. Construction/Alteration and Renovation:	\$0.00	i. Other:	\$13,845.00	j. Consortium/Contractual Costs:	\$0.00	k. Trainee Related Expenses:	\$0.00	l. Trainee Stipends:	\$0.00	m. Trainee Tuition and Fees:	\$0.00	n. Trainee Travel:	\$0.00	o. TOTAL DIRECT COSTS:	\$13,845.00	p. INDIRECT COSTS (Rate: % of S&W/TADC):	\$0.00	q. TOTAL APPROVED BUDGET:	\$13,845.00	i. Less Non-Federal Share:	\$0.00	ii. Federal Share:	\$13,845.00	33. RECOMMENDED FUTURE SUPPORT: (Subject to the availability of funds and satisfactory progress of project) <table><tr><th>YEAR</th><th>TOTAL COSTS</th></tr><tr><td colspan="2">Not applicable</td></tr></table> 34. APPROVED DIRECT ASSISTANCE BUDGET: (In lieu of cash) <table><tr><td>a. Amount of Direct Assistance</td><td>\$0.</td></tr><tr><td>b. Less Unawarded Balance of Current Year's Funds</td><td>\$0.</td></tr><tr><td>c. Less Cumulative Prior Award(s) This Budget Period</td><td>\$0.</td></tr><tr><td>d. AMOUNT OF DIRECT ASSISTANCE THIS ACTION</td><td>\$0.</td></tr></table> 35. FORMER GRANT NUMBER 36. OBJECT CLASS 41.51 37. BHCNIS#	YEAR	TOTAL COSTS	Not applicable		a. Amount of Direct Assistance	\$0.	b. Less Unawarded Balance of Current Year's Funds	\$0.	c. Less Cumulative Prior Award(s) This Budget Period	\$0.	d. AMOUNT OF DIRECT ASSISTANCE THIS ACTION	\$0.
a. Salaries and Wages:	\$0.00																																																		
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d. AMOUNT OF DIRECT ASSISTANCE THIS ACTION	\$0.																																																		
32. AWARD COMPUTATION FOR FINANCIAL ASSISTANCE: <table><tr><td>a. Authorized Financial Assistance This Period</td><td>\$13,845.00</td></tr><tr><td>b. Less Unobligated Balance from Prior Budget Periods</td><td></td></tr><tr><td> i. Additional Authority</td><td>\$0.00</td></tr><tr><td> ii. Offset</td><td>\$0.00</td></tr><tr><td>c. Unawarded Balance of Current Year's Funds</td><td>\$0.00</td></tr><tr><td>d. Less Cumulative Prior Award(s) This Budget Period</td><td>\$0.00</td></tr><tr><td>e. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION</td><td>\$13,845.00</td></tr></table>		a. Authorized Financial Assistance This Period	\$13,845.00	b. Less Unobligated Balance from Prior Budget Periods		i. Additional Authority	\$0.00	ii. Offset	\$0.00	c. Unawarded Balance of Current Year's Funds	\$0.00	d. Less Cumulative Prior Award(s) This Budget Period	\$0.00	e. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	\$13,845.00																																				
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d. Less Cumulative Prior Award(s) This Budget Period	\$0.00																																																		
e. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	\$13,845.00																																																		
38. THIS AWARD IS BASED ON THE APPLICATION APPROVED BY HRSA FOR THE PROJECT NAMED IN ITEM 14. FEDERAL AWARD PROJECT TITLE AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE AS: a. The program authorizing statute and program regulation cited in this Notice of Award; b. Conditions on activities and expenditures of funds in certain other applicable statutory requirements, such as those included in appropriations restrictions applicable to HRSA funds; c. 45 CFR Part 75; d. National Policy Requirements and all other requirements described in the HHS Grants Policy Statement; e. Federal Award Performance Goals; and f. The Terms and Conditions cited in this Notice of Award. In the event there are conflicting or otherwise inconsistent policies applicable to the award, the above order of precedence shall prevail. Recipients indicate acceptance of the award, and its terms and conditions by obtaining funds from the payment system.																																																			
39. ACCOUNTING CLASSIFICATION CODES <table><tr><th>FY-CAN</th><th>CFDA</th><th>DOCUMENT NUMBER</th><th>AMT. FIN. ASST.</th><th>AMT. DIR. ASST.</th><th>SUB PROGRAM CODE</th><th>SUB ACCOUNT CODE</th></tr><tr><td>23 - 398BAP1</td><td>93.527</td><td>23H8LCS50684C6</td><td>\$13,845.00</td><td>\$0.00</td><td>N/A</td><td>23H8LCS50684C6</td></tr></table>		FY-CAN	CFDA	DOCUMENT NUMBER	AMT. FIN. ASST.	AMT. DIR. ASST.	SUB PROGRAM CODE	SUB ACCOUNT CODE	23 - 398BAP1	93.527	23H8LCS50684C6	\$13,845.00	\$0.00	N/A	23H8LCS50684C6																																				
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Attachment: FY24 American Rescue Plan Act HHS (7732 : HHS American Rescue Plan Act Grant - No Match Required - \$13,845.00)

HRSA Electronic Handbooks (EHBs) Registration Requirements

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

Terms and Conditions

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

Grant Specific Term(s)

1. 45 CFR Part 75 applies to all federal funds associated with the award. Part 75 has been effective since December 26, 2014. All references to prior OMB Circulars for the administrative and audit requirements and the cost principles that govern Federal monies associated with the award are superseded by the Uniform Guidance 2 CFR Part 200 as codified by HHS at 45 CFR Part 75.
2. As required by the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109–282), as amended by section 6202 of Public Law 110–252, recipients must report information for each subaward of \$30,000 or more in Federal funds and executive total compensation as outlined in Appendix A to 2 CFR Part 170. You are required to submit this information to the FFATA Subaward Reporting System (FSRS) at <https://www.fsr.gov/> by the end of the month following the month in which you awarded any subaward. The FFATA reporting requirements apply for the duration of the project period and so include all subsequent award actions to aforementioned HRSA grants and cooperative agreement awards (e.g., Type 2 (competing continuation), Type 5 (non-competing continuation), etc.). Subawards to individuals are exempt from these requirements. For more information, visit: <https://www.hrsa.gov/grants/ffata.html>.
3. All post-award requests, such as significant budget revisions or a change in scope, must be submitted as a Prior Approval action via the Electronic Handbooks (EHBs) and approved by HRSA prior to implementation. Grantees under "Expanded Authority," as noted in the Remarks section of the Notice of Award, have different prior approval requirements. See "Prior-Approval Requirements" in the DHHS Grant Policy Statement: <https://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf>.
4. The funds for this award are in a sub-account in the Payment Management System (PMS). This type of account allows recipients to specifically identify the individual grant for which they are drawing funds and will assist HRSA in monitoring the award. Access to the PMS account number is provided to individuals at the organization who have permissions established within PMS. The PMS sub-account code can be found on the HRSA specific section of the NoA (Accounting Classification Codes). Both the PMS account number and sub-account code are needed when requesting grant funds. **Please note that for new and competing continuation awards issued after 10/1/2022 the sub-account code will be the document number.**

You may use your existing PMS username and password to check your organizations' account access. If you do not have access, complete PMS Access Form (PMS/FFR Form) found at: <https://pmsapp.psc.gov/pms/app/userrequest>. If you have any questions about accessing PMS, contact the PMS Liaison Accountant as identified at: <http://pms.psc.gov/find-pms-liaison-accountant.html>

Program Specific Term(s)

1. Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed under each award. These records must reflect the total activity for which the employee is compensated, not to exceed 1 FTE across all Federal awards (45 CFR 75.430(i)(1)). You shall maintain appropriate records and cost documentation including, as applicable, documentation described in 45 CFR § 75.302 – Financial management and 45 CFR § 75.361 through 75.365 – Record Retention and Access, to substantiate the charges for salaries and other project activities costs. You shall promptly submit copies of such records and cost documentation upon the request of HHS, and you agree to fully cooperate in all audits that HHS, the HHS Inspector General, or the Pandemic Response Accountability Committee conducts to ensure compliance with these terms and conditions.
2. Under existing law, and consistent with Executive Order 13535 (75 FR 15599), health centers are prohibited from using federal funds to provide abortions, except in cases of rape or incest, or when a physician certifies that the woman has a physical disorder, physical injury, or physical illness that would place her in danger of death unless an abortion is performed.
3. The Health Center Program COVID-19 Bridge Access Program funding (Bridge funding) may support the following allowable activities (in alignment with your Health Center Program scope of project and consistent with all Health Center Program requirements):

Attachment: FY24 American Rescue Plan Act HHS (7732 : HHS American Rescue Plan Act Grant - No Match Required - \$13,845.00)

- COVID-19 testing
- COVID-19 vaccination
- COVID-19 therapeutics
- Enabling/patient support services (such as outreach, education, enrollment assistance, transportation, translation, and care coordination) to support COVID-19-related services
- Community COVID-19 vaccination events
- Personnel who support COVID-19-related services and care delivery, including personnel costs necessary to develop, support, or expand collaborations, including collaborations with state/jurisdiction immunization programs
- Supplies that support COVID-19-related services and care delivery

You must make every reasonable effort to get vaccines, therapeutics, and other COVID-19 supplies through the HHS programs that provide free COVID-19 supplies to health centers, as detailed below:

- COVID-19 vaccines for uninsured and underinsured adults from the CDC [Bridge Access Program for COVID-19 Vaccines](#)
- COVID-19 vaccines for children from the CDC [Vaccines for Children Program](#)
- COVID-19 oral antiviral treatments for the outpatient treatment of mild to moderate COVID-19 from HRSA's [COVID-19 Therapeutics Program](#)
- COVID-19 testing supplies from HRSA's [COVID-19 Testing Supply Program](#)

If through reasonable efforts you are not able to meet the COVID-19-related needs of your patients and community at no cost and in a timely manner, the purchase of vaccines, therapeutics, and testing supplies is an allowable use of these funds. If you use Bridge funding for such purposes, you must document both the unmet need among your population and the reasonable efforts made by your health center to secure COVID-19 supplies that are otherwise available through the HHS programs detailed above. You must maintain documentation of your reasonable efforts to obtain them for free and how the result of those efforts was insufficient to meet the needs of your community.

4. Within 90 days of the end of the period of performance, you must submit a final report into the HRSA Electronic Handbooks (EHBs). Reports will document completed activities and use of Bridge funding, and may request additional information such as issues and barriers experienced while implementing projects. HRSA will post details to the [Bridge technical assistance webpage](#) when available.
5. This notice of award provides one-time funding for health centers to continue essential COVID-19-related services and mitigate adverse impacts of COVID-19 on underserved populations as vaccines and therapeutics move to the commercial market. The authority for these awards is section 2401 of the [American Rescue Plan Act of 2021](#), P.L. 117-2 (ARP). HRSA determined your award amount using the following formula: (1) \$10,029, plus (2) \$11.53 per uninsured patient reported in the 2022 Uniform Data System (UDS). When you draw down award funding, you are accepting all the terms and conditions of the award, and must comply with all requirements including the terms, conditions, and all applicable statutes, regulations, and policies. Non-compliance with these terms or other applicable requirements is grounds for HRSA to take actions pursuant to 45 CFR § 75.371 (Remedies for non-compliance) which may include repayment of all or part of the award. The availability of these funds is dependent on your continued status as a current Health Center Program (H80) award recipient or your continued status as a designated look-alike under Section 1861(aa)(4)(B) of the Social Security Act.
Note: This one-time funding is not awarded under the authority of section 330 of the Public Health Service Act (42 U.S.C. 254b); thus, receipt of these funds does not confer Health Center Program award recipient status under Section 330.
6. You must follow all Health Center Program requirements, including those related to billing, collections, and sliding fee discounts. See the [Health Center Program Compliance Manual](#) for information about reasonable efforts to collect appropriate reimbursement for your costs. Review the [Billing and Cost Sharing Overview for COVID-19 Vaccination, Testing, and Treatment resource](#) for information about reimbursement and your sliding fee.
7. Bridge funding activities must be aligned with your Health Center Program scope of project. You are responsible for ensuring that your Health Center Program scope of project is accurate and includes service, site, and/or activity changes necessary to implement your Bridge activities. This includes: (1) Form 5A: Services Provided, (2) Form 5B: Service Sites, and (3) Form 5C: Other Activities/Locations. For additional information, see the [Scope of Project webpage](#).
8. You may not use this funding for: costs not aligned with the Bridge funding purpose and allowable activities; costs already paid for by any other federal award, including H80, H8F, H8G, and L2C funding from HRSA; costs that are reimbursed or compensated by other federal or state programs; equipment purchases, including electronic health record (EHR) systems, vehicles, and mobile units; construction and alteration/renovation projects; and facility or land purchases.

Award funds may not be used to pay the salary of an individual at a rate in excess of [Executive Level II](#), which is currently \$212,100. This amount reflects an individual's base salary including bonuses and overtime, but not including fringe and any income that an individual may receive.

permitted to earn outside of the duties to your organization. For more information about allowable expenses, see [45 CFR part 75](#) and the [HHS Grants Policy Statement](#) (HHS GPS). The requirements of [45 CFR part 75](#) apply to this award.

You are required to have the necessary policies, procedures, and financial controls in place to ensure that your organization complies with legal requirements and restrictions applicable to the receipt of federal funding, including, but not limited to, restrictions on use of funds for lobbying, executive salaries, gun control, and abortion. Like those for all other applicable grants requirements, the effectiveness of these policies, procedures, and controls is subject to audit.

9. You do not need prior approval to rebudget these funds, except as noted below, if the proposed use of funding aligns with the allowable use of funds and your Health Center Program scope of project, avoids ineligible uses of funding as outlined in this notice of award, and complies with [45 CFR part 75](#) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards. If the amount of the costs to be rebudgeted exceeds 25% of the total federal award or shifts funds to a line item in your approved budget that previously had no federal funds, you must submit a prior approval rebudgeting request for review and approval by HRSA.
10. You must respond to the HRSA [Health Center COVID-19 survey](#), until HRSA ends the survey. You must submit periodic progress reports into the HRSA Electronic Handbooks (EHBs) to document the use of Bridge funding. HRSA will monitor implementation of Bridge funding part by comparing your progress with your approved post-award submission. HRSA will post details to the [Bridge technical assistance webpage](#) when available.
11. If you cannot use all or part the Bridge funding in accordance with the terms of this award for the allowable uses of funds, you must relinquish all or part of the award back to HRSA. If you choose to relinquish all or part of your award, contact the grants management specialist note on page 1 of this notice of award to discuss the relinquishment process.
12. Bridge funding may be used to purchase supplies necessary for use by health center patients to access in-scope COVID-19-related services via telehealth or virtual care or to support such services via remote monitoring technology. Items may include health and wellness related technology hardware and software, computer and mobile phone applications, and devices that support patient participation in virtual appointments, remote home monitoring, and engagement in care through telemedicine. If you choose to use HRSA funds to purchase supplies for these purposes, be aware that funds may not be used to provide these items as incentives to individuals to induce them to select the health center as their provider. Additionally, you must ensure such purchases align with your organization's policies and procedures, and maintain appropriate records and cost documentation as required by [45 CFR §75.302](#). HRSA encourages you to review the following guidance on the federal anti-kickback and physician self-referral law. In particular, you cannot provide incentives conditioned on an individual's past or anticipated future use of services that are reimbursable in whole or in part by federal health care programs. For specific inquiries, please contact OIGComplianceSuggestions@oig.hhs.gov.
 - [Office of Inspector General Safe Harbor Regulations](#)
 - [Final Rule: Safe Harbor for Federally Qualified Health Centers Arrangements Under the Anti-Kickback Statute](#)
 - [Office of Inspector General Fraud and Abuse Laws](#)
13. You are expected to monitor and use available COVID-19 guidance and resources, such as those available at the Centers for Disease Control and Prevention [COVID-19 webpage](#) and [CDC COVID-19 Vaccination Program](#). For health center-specific information, see [COVID-19 Information for Health Centers and Partners](#) and the [Health Center Resource Clearinghouse](#).
14. You may use Bridge funding for allowable activities from September 1, 2023 through December 31, 2024. Pre-award costs dating back to June 1, 2023 are allowable with approval of your post-award submission. Such costs must align with the allowable uses of funds and be necessary for efficient and timely performance of your Bridge funding activities. If you draw down funds before your Bridge funding post-award submission is approved, the costs are incurred at your own risk.

Standard Term(s)

1. Your organization is required to have the necessary policies, procedures, and financial controls in place to ensure that your organization complies with all legal requirements and restrictions applicable to the receipt of federal funding, per HRSA [Standard Terms](#) (unless otherwise specified on your Notice of Award), and [Legislative Mandates](#). The effectiveness of these policies, procedures, and controls is subject to audit.

Reporting Requirement(s)

1. **Due Date: Annually (Budget Period) Beginning: Budget Start Date Ending: Budget End Date, due 90 days after end of reporting period.**

The recipient must submit, within 90 days after budget period end date, an annual Federal Financial Report (FFR). The report should reflect cumulative reporting within the project period of the document number. **All FFRs must be submitted through the Payment Management System (PMS).** Technical questions regarding the FFR, including system access should be directed to the PMS Help Desk by submitting ticket through the self-service web portal ([PMS Self-Service Web Portal](#)), or calling 877-614-5533.

Attachment: FY24 American Rescue Plan Act HHS (7732 : HHS American Rescue Plan Act Grant - \$13,845.00)

2. Due Date: 10/02/2023

Within 30 days of award release date (i.e., the date HRSA emailed you this notice of award), you must submit the following in EHBs: (1) SI 424A Budget Form and (2) Budget Narrative, indicating the activities that Bridge funding will support. Include a statement that no staff member will be budgeted at more than 1 FTE across all Federal awards. If you include pre-award costs in your budget, clearly indicate the date incurred. See the [Bridge technical assistance webpage](#) for instructions to support your submission, a Budget Narrative sample, and information for joining a Q&A webinar to address your submission questions.

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

Contacts

NoA Email Address(es):

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

Note: NoA emailed to these address(es)

All submissions in response to conditions and reporting requirements (with the exception of the FFR) must be submitted via EHBs. Submission for Federal Financial Reports (FFR) must be completed in the Payment Management System (<https://pms.psc.gov/>).

Attachment: FY24 American Rescue Plan Act HHS (7732 : HHS American Rescue Plan Act Grant - No Match Required - \$13,845.00)

Purchase Request Form

Print Form 3.14.a

All divisions requesting any services, materials or equipment shall complete this form and submit it to the supervisor in charge, who then reviews it, signs it and submits it to the Finance Division for approval.

Date: 2023/02/12

Quantity	Description	Unit Price	Amount
12	MPTC Certified Instructor Domestic Violence (02/13/23 - 02/15/23)	\$60.00	\$720.00
12	MPTC Certified Instructor Sexual Assault (02/16/23 - 02/17/23)	\$60.00	\$720.00
Total			\$1,440.00

Vendor Name: Jennifer Sattler
Address: 20 Bissonnette Circle, Southampton
State/Province: Massachusetts
Zip/Postal Code: 01073
Fax:
Telephone: 413-246-1161
You may only request an Estimate (Quote). Orders will be placed to the Vendors by MUNIS.

Division Making Request: Academy
Employee Making Request: Lt. Eleni Barbieri
Reason for Request: MPTC Recruit Class 0523
Commanding Officer: Captain David Kane

Commanding Officer's Signature

Capt David Kane

This request will not be processed unless there is a Commanding Officer's Signature present and all information is filled out correctly (incomplete forms will be denied and sent back to commanding officer's).

Reason for Reject/Return:

Bottom section is to be filled out by Finance Division subject to approval by the Police Commissioner.

Org. and Object Code:
Date:
REQ #:
PO#:
Vendor #:

SPRINGFIELD POLICE ACADEMY INSTRUCTORS QUOTE FORM

Date: 10/16/23

Instructor/Vendor	Course Name	Qty hours	Hourly Rate	Dollar Amount
Jennifer Sattler	Domestic Violence 2-days Feb 13 & Feb 15, 2023	12	60.00	\$720.00
	Sexual Assault 2-days Feb 16, & Feb 17, 2023	12	60.00	\$720.00

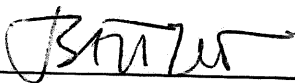
TOTAL: \$1440.00

Vendor Name: Jennifer Sattler

Address: 20 Bissonnette Circle, Southampton, MA 01073

Telephone: 413-246-1161

Email: Det.Sattler@holyokepd.org

Signature: 

Springfield Police Academy Instructors Invoice Form

Date 10/16/2023

Instructor or Vendor Name	Course Name or Description	Qty of Hours	Hourly Rate	Dollar Amount
Jennifer Sattler	Domestic Violence	12.00	\$ 60.00	\$ 720.00
	Sexual Assault	12.00	\$ 60.00	\$ 720.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
			TOTAL	\$ 1,440.00

Vendor Name Jennifer Sattler

Street Address 20 Bissonnette Circle

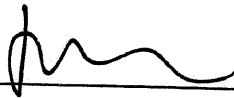
City Southampton State Ma ☐ Postal Code 01073

Telephone (413) 246-1161

FAX _____

Email Det.Sattler@holyokepd.org

Signature _____



Attachment: PURCHASE REQUISITION FOR JENNIFER SATTLER FOR ACADEMY 0523 PRIOR YEAR FY SERVICES (7734 : Bills of Prior Year -

Massachusetts Veterinary Medical Association
163 Lakeside Avenue
Marlborough, MA 01752 US
5084609333
jfalzone@massvet.org
www.massvet.org



Massachusetts Veterinary Medical Association

Receipt

Received From
Dr. Karen Thornton-Follett
Thomas J. O'Connor Animal
Control and Adoption Center
627 Cottage St
Springfield, Massachusetts
01104 United States

Date: 11/16/2022
Payment Method: QuickBooks Payments-
Credit Card
Reference No:

Invoice Number	Invoice Date	Due Date	Original Amount	Balance	Payment
200006333	12/01/2022	01/01/2023	225.00	225.00	225.00

Memo: Paid via QuickBooks Payments-Credit Card- Payment ID MQ0133679380	Amount Credited: Total:	\$0.00 \$225.00
--	----------------------------	--------------------

No additional transfer fees or taxes apply.
Payment services brought by:
Intuit Payments Inc.
2700 Coast Avenue, Mountain View, CA 94043
Phone number 1-888-536-4801
NMLS #1098819



House Checking - 8700 : Account Activity

Transaction details

Posting date

Jun 15, 2023

Description

Check

Type

Check

Status

Cleared

Check #

3920

Amount

-\$453.00

Description

Check

Merchant name

Check

Transaction category

Uncategorized: Pending

3920

Richard J. Follett
Karen Thomas Follett

BANK OF AMERICA

5/10/2021

\$***453.00

FOUR HUNDRED FIFTY THREE AND 00/100 DOLLARS

PAY TO THE ORDER OF
[Redacted]

SECRET

68 Aldrich Street
Bedfordtown, MA 01007

MEMO

[Redacted]

Authorized Signature

Swanson, Lori

From:

Sherri Therrien <[REDACTED]>

Sent:

Thursday, October 26, 2023 2:29 PM

To:

Swanson, Lori

Subject:

[External] Fwd: VIN Receipt

Hi Lori,

Here is a copy of the receipt. The group membership total (\$3171) is split equally among 7 veterinarians (which works out to \$453 each). We do a group membership because it saves money versus individual memberships. I am the moderator of our group which means the entire amount is billed to my credit card, then each veterinarian reimburses me for their portion.

Sherri

----- Forwarded message -----
From: Sherri Therrien <[REDACTED]>
Date: Thu, Oct 26, 2023 at 2:21 PM
Subject: Fwd: VIN Receipt
To: [REDACTED]

Sent from my iPhone

Begin forwarded message:

From: Sherri Therrien <[REDACTED]>
Date: June 12, 2023 at 6:49:17 PM EDT
To: Karen Follett <[REDACTED]>
Subject: Fwd: VIN Receipt

Receipt for the 7 of us.

Sent from my iPhone

Begin forwarded message:

From: VINgram <[REDACTED]>
Date: June 12, 2023 at 4:34:45 PM EDT
To: Sherri Therrien <[REDACTED]>
Subject: VIN Receipt
Reply-To: VINgram <[REDACTED]>



Veterinary Information Network, Inc.
777 W. Covell Blvd.
Davis, CA 95616
www.vin.com

Membership Services Contact Information
Email: VINGRAM@vin.com
Toll Free: 1-800-700-4636
Local: 1-530-756-4881
Fax: 1-530-756-6035

VIN Member Number: [REDACTED]

[REDACTED]

Dr. Sherri Therrien

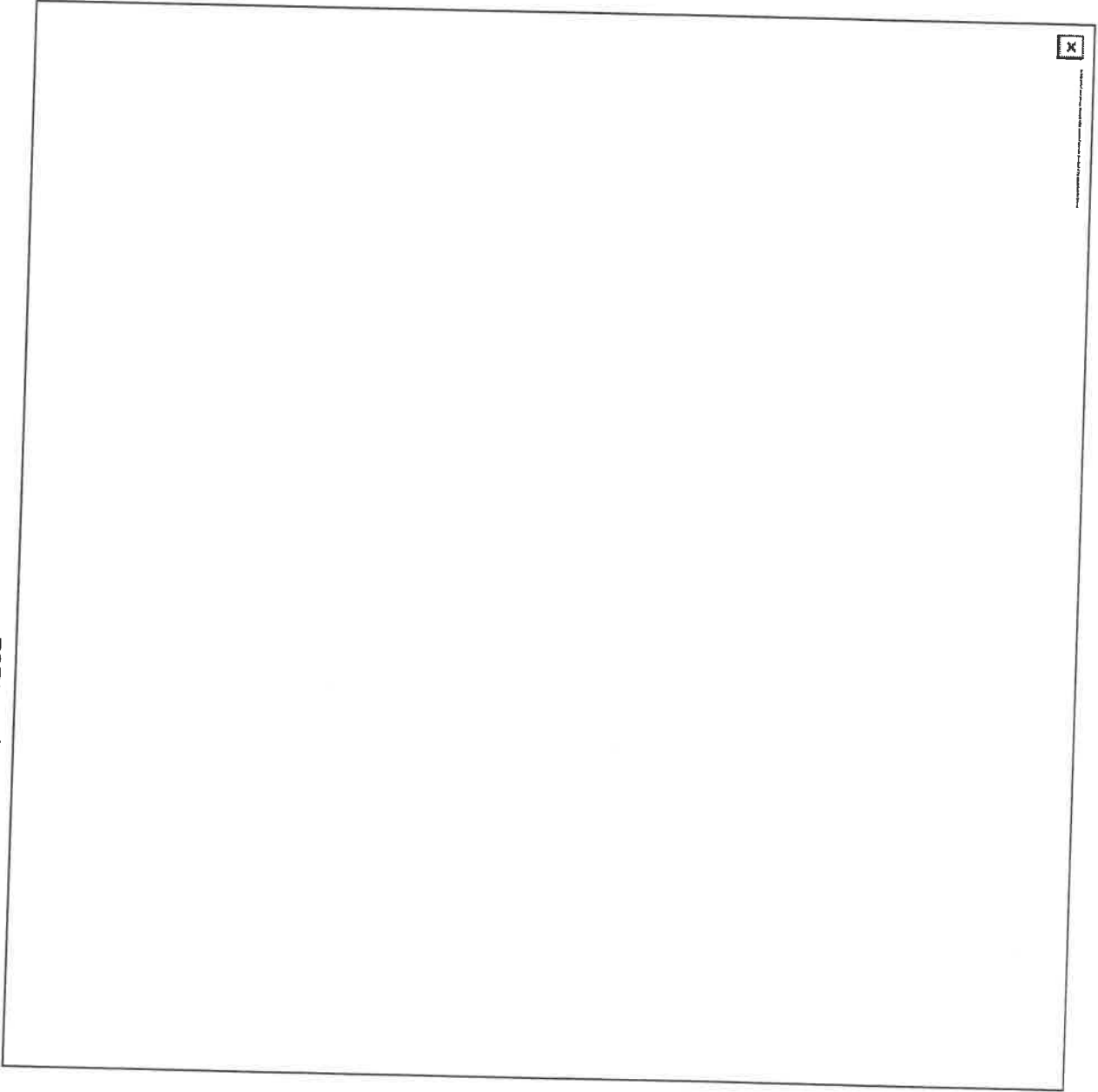
[REDACTED]

Dear Sherri,

Thanks for using VIN! This receipt is for VIN services recently purchased. If you would like your receipt sent to a different address than [REDACTED] please email [REDACTED] You can also resend this receipt using [MYVIN > Membership > Statement/Receipts](#).

Transaction Information

DATE	DESCRIPTION	TYPE	NUMBER	AMOUNT	TAX	TOTAL
06/12/2023	Group Membership - Yearly	MC	..4641	3276.00	0.00	3276.00
06/12/2023	Membership Autorenewal Discount	MC	...4641	-105.00	0.00	-105.00



TOTALS \$3171.00 \$0.00 USD\$3171.00

Payment group members included in this transaction: Dr. Rebecca Carroll, Dr. Elizabeth Helton, Dr. Alissa Kulow, Dr. Jack Muth, Dr. Katie Spaulding, Dr. Sherri Therrien, Dr. Karen Thornton-Follett.

Ask your tax professional if your VIN and online expenses are deductible. The VIN EIN Tax-ID Number (TIN) 0460221. You may login to VIN and use MyVIN - Membership - Statement to print a complete payment sur Your satisfaction is guaranteed! If you find errors or have questions, please contact us: VINGRAM@vin.com | Phone: 1-800-700-4636 or 1-530-756-4881 | Fax: 1-530-756-6035

Thank you for using VINI!
For Veterinarians By Veterinarians
CAUTION: This email originated outside our organization; please use caution.

Empower
PO Box 173764
Denver, CO 80217-3764



APRIL 10, 2023

Plan Number: 340300-01
Plan Name: City of Springfield
Deferred Compensation
Plan

CITY OF SPRINGFIELD
PO BOX 995
SPRINGFIELD MA 01101

RE: Expense Charges - Invoice #: 370616

Enclosed is an invoice for expenses for your retirement plan(s). Please remit your payment within 30 days.

We offer the ease and efficiency of paying invoices via ACH transfer when you utilize the Plan Service Center. We encourage you to take advantage of this feature.

Summary			
Previous Balance	Credits/Payments Rcvd	Total New Charges	Total Amount Due
\$.00	\$.00	\$325.00	\$325.00

Current Charges		
Charge Code	Description	Current Amount(s)
CARESECREB 340300-01	JANUARY 1, 2023 - MARCH 31, 2023 CARES & SECURE AMENDMENT Details: CARES & SECURE AMENDMENT	\$325.00

Securities, when presented, are offered and/or distributed by Empower Financial Services, Inc., Member FINRA/SIPC. EFSI is an affiliate of Empower Retirement, LLC; Empower Funds, Inc.; and registered investment adviser Empower Advisory Group, LLC. This material is for informational purposes only and is not intended to provide investment, legal or tax recommendations or advice.

Include this page with your remittance.

APRIL 10, 2023

Invoice #: 370616

Plan Number: 340300-01

PLEASE REMIT YOUR PAYMENT WITHIN 30 DAYS

Make check payable to Empower Trust Company, LLC and include the invoice number on the stub portion of the check.

Preparer	Check Information	
Name _____	Pay This Amount:	\$325.00
	Check Amount:	\$ _____
Phone Number _____	Check Number:	_____
RETURN TO: Empower Trust Company, LLC P.O. Box 824663 Philadelphia, PA 19182-4663		

Attachment: Empower Invoice# 370616 (7734 : Bills of Prior Year - Various Departments - \$2,443.00)

City of Springfield
36 Court Street
Springfield, MA 01103



Division of Administration
and Finance

To: Springfield City Council
From: Pat Burns, Acting Chief Administrative & Financial Officer
Date: November 13th, 2023
Re: Order for Council Meeting – 11/13/23
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 November 13th, 2023 Council meeting, which authorizes the City to pay \$2,443.00 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 dates, reasons and amounts.

11/13/23 Council Meeting

Department	Invoice #	Vendor	Date	Reason	Amount
TJO	200006333	MVMA	11/16/2022	FY22 Services Rendered	\$ 225.00
TJO	N/A	VIN Member	5/23/2023	FY23 Membership Reimbursement	\$ 453.00
POLICE	N/A	Jennifer Sattler	2/12/2023	FY23 Services Rendered	\$ 1,440.00
BENEFITS	370616	Empower	4/10/2023	FY23 Services Rendered	\$ 325.00
Total					\$ 2,443.00

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

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

Attachment: CAFO Cert - BOPYS (7734 : Bills of Prior Year - Various Departments - \$2,443.00)



October 6, 2023

City of Springfield Dept of Elder Affairs
1476 Roosevelt Ave
Springfield, MA 01109

To Whom It May Concern:

Thank you for all that you and your staff do for the local seniors every day. The programs and comradery that you share are so valuable and vitally important to those you serve.

We realize that each year it becomes more difficult to maintain this level of commitment with the tightening of local budgets. Therefore, we are delighted to continue our annual support of the senior centers in our market area.

Enclosed is our donation in the amount of \$2,000. These funds may be used for your center without restriction to help out with some of the items that are sure to be on your checklist.

If you have any questions, please contact Dawn Piechota at extension 2223.

Very truly yours,

A handwritten signature in dark ink that reads "Jodie Gerulaitis".

Jodie Gerulaitis
Vice President, Community Relations
Country Bank

Attachment: Elders Donation \$2,000_Redacted (7729 : Elder Affairs Donation - \$2,000.00)

Country Bank for Savings

City of Springfield Dept of Elder Affairs

10/04/2023

Document Date	Document Number	Description	Base Amount	Net Amount
10/3/2023	ANNUAL DONATION 2023	ANNUAL DONATION	\$2,000.00	\$2,000
Total			\$2,000.00	\$2,000



15 South Street, Suite C, Ware, MA 01082-2008

Country Bank for Savings

15 South Street, Suite C
Ware, MA 01082
United States
Tel: 413-277-2211

Country Bank for Savings

Ware, MA 01082

DATE
10/4/2023

TO THE
ORDER
OF
PAY

City of Springfield Dept of Elder Affairs

Two Thousand and 00/100 DOLLARS

AMOUNT
\$2,000.00

City of Springfield Dept of Elder Affairs
1476 Roosevelt Avenue
Springfield, MA 01109

Attachment: Elders Donation \$2,000_Redacted (7729 : Elder Affairs Donation - \$2,000.00)

**Human Resources
&
Labor Relations**
36 Court Street, Room 005
Springfield, MA 01103
413-787-6068 (phone)
413-787-6572 (fax)



November 7, 2023

To the Springfield City Council

Please be advised that on October 26, 2023, this department received an Award and Decision from the Joint Labor Management Committee on Municipal Police & Fire, in the Matter of Interest Arbitration between Springfield Police Supervisors Association ("SPSA") and the City of Springfield, Case No. JLMC-22-9170 ("Decision"). The Decision reflected new collective bargaining agreements for the time periods of July 1, 2020 to June 30, 2021 and July 1, 2021 to June 30, 2024.

We hereby submit to you this report for your approval which reflects the following wage increases in the SPSA's wage scale.

Wage Increases:

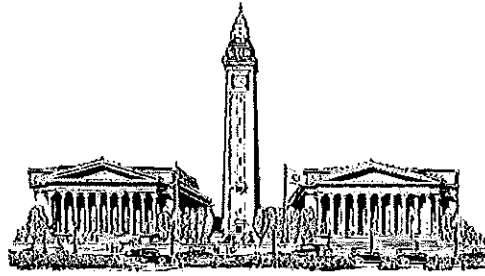
- Effective and retroactive July 1, 2020 Three Percent (3.00%)
- Effective and retroactive July 1, 2021 Three Percent (3.00%)
- Effective and retroactive July 1, 2022 Three Percent (3.00%)
- Effective and retroactive July 1, 2023 Three Percent (3.00%)

The nonsupervisory outside detail rate shall be 1.5 the top step of Sergeant.

Additionally, during the Interest Arbitration, the City has made due and diligent efforts to ensure substantial compliance with the April 29, 2022 Settlement Agreement between the United States and the City of Springfield (Case 3:22-cv-30043) and has added the following provisions to the contract:

- Internal Investigation Unit and Force Investigation Team interviews with bargaining unit members will be audio recorded, at the employer's discretion.
- The parties agree to the Department's adoption of a new Disciplinary Policy and Matrix.
- Formal Performance Evaluation Policy. SPSA Officers shall receive an annual stipend of \$1000 payable on the final pay day of each of the fiscal years (prorated for any part thereof) during which the DOJ imposed Performance Evaluations are required.
- Field Training Policy. SPSA officers shall receive an annual stipend of \$1000 payable on the final pay day of each fiscal years (prorated for any part thereof) during which DOJ imposed Field Training Program is in force.
- Update to the Body Worn Camera policy.

**Human Resources
&
Labor Relations**
36 Court Street, Room 005
Springfield, MA 01103
413-787-6068 (phone)
413-787-6572 (fax)



- Effective 2024, the City will buy back up to, but no more than, ten days of vacation days if tendered by an officer with 27 or more years of credible service and who has the maximum days of vacation days available. The City's obligation under this program shall be for three consecutive years for each officer who tenders such a buyback by June 1st of each fiscal year and payable by the city in the final paycheck of that fiscal year. Officers may offer such vacation days for the City to buyback only once and if tendered the buyback shall be for one or two or three consecutive years.

A financial order reflecting the cost of the wage increase is attached.

In accordance with Ch. 656 of the Acts 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 you have any other questions, please feel free to contact this office.

Sincerely,


William E. Mahoney
Director of Human Resources & Labor Relations
cc: Mayor Domenic J. Sarno
cc: Patrick Burns, Acting CAFO
cc: File

**COMMONWEALTH OF MASSACHUSETTS
JOINT LABOR- MANAGEMENT COMMITTEE FOR
MUNICIPAL POLICE AND FIRE
CASE NO. 22-9170**

Arbitration Panel

**James S. Cooper, Chair
Dean Mazarella, Management Member
Richard Pedrini, Union Member**

In the Matter of Interest Arbitration between:

CITY OF SPRINGFIELD

and

SPRINGFIELD POLICE SUPERVISORS ASSOCIATION)

AWARD

Introduction

The Springfield Police Supervisors Association (“Union” or “SPSA”) petitioned the Joint Labor Management Commission for Police and Fire (“JLMC”) for resolution of a labor contract dispute with the City of Springfield (“City”) following the June 30, 2020 expiration of a Memorandum of Agreement between the City and the Union (collectively the “parties”). The JLMC processed the matter through its mediation and §3A hearing process. On January 30, 2023 the JLMC found “there is an apparent exhaustion of the processes of collective bargaining which constitutes a potential threat to public welfare.” The JLMC invoked and ordered an issue-by-issue arbitration via a tri-partite panel of arbitrators including a management and union member of the JLMC and neutral party. The JLMC further determined the arbitration process was limited to “wages, duration and the issues which were presented at the JLMC’s §3A hearing.”¹

¹ The JLMC listed the following issues to be subject to the tri-partite arbitration:

Union Issues	City Issues
Wages	Wages
Duration	Duration
Longevity Pay	Internal Investigation and FIT Interview Language
Shift Bid	Performance Evaluation Program
Education Incentive Pay	FTO Policy
Outside Details	Body Worn Camera Policy
	Disciplinary Policy and Matrix

Evidentiary Hearing Dates and Arbitration Panel Meetings

The Union, represented by attorney Paul T. Hynes, and the City, represented by attorney William Mahoney, presented extensive documentary and testimonial evidence on the disputed issues on May 30th and May 31st, 2023. The parties filed comprehensive post-hearing Briefs on September 12, 2023. The Arbitration Panel met via video conference on October 16, 2023 and October 24, 2023 and after discussion of the draft Award, as prepared by the Panel Chair, the following Award issued in accordance with the votes of the members of the Arbitration Panel.

Discussion²

The background of this matter concerns a series of external events involving the City and institutional stakeholders besides the Union. First among these outside forces is the City's agreement with the union representing the patrolmen. The City and the International Brotherhood of Police Officers ("IBPO") agreed to a four year contract operating from July 1, 2020 to June 30, 2024 which provided wage increases of 15% over the course of the four years and certain other overall benefits. The second significant event culminated from a U.S. Department of Justice ("DOJ") civil rights investigation of the Springfield Police Department in which the City entered a Settlement Agreement requiring the City to implement policies as further later detailed. These two events must be considered in the context of the ongoing collective bargaining negotiations and this arbitration. Also, as further explained, these events color to a large extent the application of the Arbitration Panel's statutory criteria.

Statutory Criteria³

² The City objected to the introduction of Appendix A to the Union's Brief which was written by Kevin Dasey, the Union's financial expert, arguing that the document should have been presented at the hearing so that Mr. Dasey could have been cross-examined on its contents. The Union argues that Exhibit A is nothing more than a summary of his testimony and that the City cross-examined him extensively on what was presented. The Panel reviewed Mr. Dasey's written report and found it to be nothing more than argument based upon facts otherwise in the record. It certainly would have been more appropriate to present this document at the time of Mr. Dasey's testimony, but it is accepted in the record because it amounts to argument, without additional facts or evidence. We take it as having the same status as Mr. Hynes' post-hearing Brief. The City's Motion to Strike is denied.

³The Panel feels compelled to express a preliminary word about the use of statutory criteria and arbitration for resolving disputes over wages, hours and terms and conditions of employment. A large police department (or any organization of substantial size) is a very complex mechanism that no panel of outside professionals, including members of this Panel, could fully understand. The practices and procedures, some easily recognizable and others far more subtle, cannot be known by those outside the organization. This case is a perfect example whereby the parties introduced thousands of pages of exhibits, took testimony over two long days, and submitted lengthy follow-up argument, and yet the Panel cannot fully understand the workings of an organization that provides essential public services, requires substantial public funding, seeks political support and must satisfy the demands of its citizens. In short, the Panel advises the parties not to progress to JLMC arbitration if at all possible. No fault is cast on the City or the Union but the City's agreement with the IBPO and the Union's refusal to yield on the requirements of the City's DOJ Settlement cast a long shadow of distrust. The result is that neither party is going to like the results of this matter and like any war, there are no real winners, only less hobbled losers.

The law creating the JLMC, Chapter 1078 of the Acts of 1973, as amended by Chapter 589 of the Acts of 1987, requires the tripartite arbitration panel appointed by the JLMC to follow or give full credence to a series of eleven factors as enumerated hereinafter. The statutory language and eleven factors are as follows:

The factors to be given weight in any decision or determination resulting from the mechanism or procedures determined by the committee to be followed by the parties in order to reach final agreement pursuant to this section shall include, but not be limited to:

- (1) Such an award shall be consistent with: (i) section twenty-one C of chapter fifty-nine of the General Laws, and (ii) any appropriation for that fiscal year from the fund established in section two D of chapter twenty-nine of the General Laws.
- (2) The financial ability of the municipality to meet costs. The commissioner of revenue shall assist the committee in determining such financial ability. Such factors which shall be taken into consideration shall include but not be limited to (i) the City, Town or district's state reimbursements and assessments; the City, Town or district's long and short term bonded indebtedness; (iii) the City, Town or district's estimated share in the metropolitan district's deficit; (iv) the City, Town or district's estimated share in the Massachusetts Bay Transportation Authority's deficits; and (v) consideration of the average per capita tax burden, average annual income of members of the community, the effect any accord might have on the respective property tax rates on the City or Town.
- (3) The interests and the welfare of the public.
- (4) The hazards of employment, physical, educational and mental qualifications, job training and skills involved.
- (5) A comparison of wages, hours and conditions of employment of the employees involved in the arbitration proceedings with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally in public and private employment in comparable communities.
- (6) The decisions and recommendations of the factfinder, if any.
- (7) The average consumer prices for goods and services, commonly known as the cost of living.
- (8) The overall compensation presently received by the employees, including direct wages and fringe benefits.
- (9) Changes in any of the foregoing circumstances during the pendency of the dispute.
- (10) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, factfinding, arbitration or otherwise between the parties, in the public services or in private employment.
- (11) The stipulation of the parties.

Joint Issue Number 1: Duration

This is an issue on which the parties fully agree and therefore in applying statutory criteria (11), it is taken as a stipulation. There shall be two contracts included in this Award:

- A. A Contract covering the period from July 1, 2020 to June 30, 2021 (Fiscal year 2021).
- B. A Contract covering the period from July 1, 2021 to June 30, 2024 (Fiscal years 2022, 2023 and 2024).

Decision on Joint Issue Number 1

Based on the parties' stipulation and in accordance with statutory factor 11, the Duration shall be as set forth above.

Joint Issue Number 2: Wages

The City's proposes a wage increase of two (2%) percent per year fully retroactive to the first of each fiscal year. The Union proposes a wage increase of three (3%) per year fully retroactive to the first of each fiscal year.⁴

The evidence in this case requires application of statutory criteria #2: City's ability to pay; #3 interests and welfare of the public; #4: hazards and skills of the work involved; #5: wage comparisons with others similarly situated; #7 cost of living and #8: employees overall compensation.

Ability to pay

The City has a long history of financial difficulty. The State placed the City under the control of the Springfield Financial Control Board ("SFCB") in 2004 which eliminated the power of the Mayor and City Council and took drastic measures to bring the City back to solvency, ultimately returning control to the elected officials in 2007. The fallout from this dramatic loss of control continues to create convulsions of financial distress within the City government, although City has managed to bounce back from the dark days of a decade and a half ago. Nevertheless, the City is Massachusetts' largest recipient of State aid including aid for the City's School Department. The State's lifeline is largely based on Springfield housing the poorest population with the lowest per capita income among other bottom-seeking statistics. Even with G.L. c. 70 support there are catches to the school aid, which does not contribute one dime to transportation costs, a bill the City must foot. The City also has one of the largest, if not the largest, unfunded pension liability in the country. On the revenue side, the City has almost no ability to raise taxes on residents who have notoriously modest incomes and where approximately 25% of the population live below the poverty level.

On the other side of the ledger the City used substantial sums provided through the federal American Rescue Plan Act ("ARPA") such that it was able to grant almost every City employee working during the recent pandemic \$5,000 (which amounts to approximately 20% of the City's per capita income). How the City managed that is a mystery because according to the City's Chief

⁴ The Union urges that the Panel consider the wages of the patrolmen as within the scope of the Panel's authority and award the same wages as the City agreed with the patrolmen, 3.75% per year for four years. The Panel derives its authority from the JLMC and under those rules each party submits its final position at the JLMC's Section 3A hearing. It would be ill advised and, perhaps, foolhardy and dangerous for the Panel to assume that notwithstanding these parameters the Panel could award pay outside of those limits, either lower or higher. Any such decision would completely undermine the JLMC's mediation efforts, the JLMC's primary mechanism to resolve disputes. While the Union claims this turns the process into a last best offer campaign, the Panel can choose any wage rate within those parameters. The eleven statutory factors are universally applicable but strictly within the parties agreed upon limits as presented to the JLMC.

Accounting and Fiscal Officer (“CAFCO”), such funds had to be used for infra structure improvements and not for continuing operations. It should also be noted that the City settled with the substantially larger patrolmen’s union, the International Brotherhood of Police Officers (“IBPO”) for 3.75% for each of four years on two contracts operating coterminous with the period covered by this Award. Of course the IBPO readily agreed to the full panoply of the changes in the Police Department Policy that were dictated by the City’s settlement with DOJ after its investigation of the Springfield Police Department. Absent a similar agreement with SPSA and, due to the issue limiting rules of the JLMC, the City could not seek full compliance with all of the DOJ’s required policy changes.

Interests and Welfare of the Public

The City insists that the measure of the interests and welfare of the public must take into account the increased tax burden caused by the increase in the SPSA represented employees wages from a 2% per year to 3% per year during the term of the contracts. According to the City, this single percent will saddle the City with a financial burden of \$104, 884 [City Exhibit 1.21]. In terms of overall expenses within in FY 2024 budget of \$819M it is difficult to calculate the significance (or, more likely, the insignificance) on the City’s tax rate. On this increased financial burden, the true financial burden on City and its citizens is psychological, not financial.

Apart from examining the bookkeeper’s tally, no City can survive without a well-managed, well-trained and well-motivated police force. The events of the past few years have clearly focused on police officers’ performance. The Black Lives Matter and the Defund the Police movements do not arise out of thin air. They arose from within the population of cities and towns, large and small, and focused a bullseye as if painted on the back of every police officers uniform. It does not require a compendium of expert reports (although there have been many) to figure out that the interests and the welfare of the public are very much tied to a police officer’s conduct in the line of duty. The SPSA represents the first line of supervision of those officers who must act instantaneously under difficult and sometimes unsuspecting situations. The net result is that competent and effective supervision is crucial to the well-being of the public and keeping supervisors well-paid relative to those whom they supervise is clearly in the interests and welfare of the public. The Panel finds that the interest and welfare of the public augers in favor of the one percent additional compensation.

Hazards of employment

Policing in America today is a dangerous occupation. A country with a totally uncontrolled number of handguns and a population deeply divided between the haves and the have nots does not promote an overwhelmingly docile population. As mentioned above, if every patrolman on the beat has a bullseye plastered to his back, his or her supervisor must provide the everyday leadership, training and

support required to keep the patrolman focused on getting their job done while minimizing the chaos and disruption to the public in general. The City is well anointed with these conditions and houses a great many of the “have nots.” This cannot be ignored in making an award on appropriate wages.

Comparison with other Police Departments

The City and the Union offer very different lists of comparable communities with the Union proposing many communities in eastern Massachusetts based on very reasonable and well-established criteria while the City proposes sticking with neighboring western Massachusetts communities. However, even using the western Massachusetts comparable communities the difference between the City’s 2% proposal and the Union’s 3% per year proposal does not so clearly dissuade the Panel from finding the Union’s 3% proposal as meeting the statutory comparability standards as the following chart indicates.⁵

	Position Highest weekly pay ⁶	2022 ⁷	2023	2024
Springfield City Proposal @ 2%	Sergeant	\$1756.20	\$1791.32	\$1827.15
	Lieutenant	\$2055.83	\$2096.95	\$2,138.89
	Captain	\$2405.40	\$2453.51	\$2,502.58
Springfield Union Proposal @ 3%	Sergeant	\$1790.80	\$1844.52	\$1899.96
	Lieutenant	\$2096.34	\$2159.20	\$2223.97
	Captain	\$2452.80	\$2526.38	\$2602.18
Chicopee	Sergeant	\$1813.57	\$1849.84	\$1896.09

⁵ The Union’s proposed comparable communities is primarily based on population and similar demographics rather than geography. The Panel makes no finding that the Union’s comparable communities are inappropriate, but that there is no need to make a ruling on comparable communities when the City’s comparable communities support the Union’s wage proposal.

⁶ The City does not have gradations of pay for sergeant, lieutenant or captain. Except for Holyoke, all other Departments maintain differential based upon years of service or distinction in duties. This fact makes comparisons extremely complicated and direct comparisons beyond the data provided. The data used is the highest paid position within each of the Departments.

⁷ The data did not include every fiscal year 2020 through 2024. The most comprehensive data included fiscal years 2022, 2023 and 2024.

	Lieutenant	\$2092.58	\$2134.43	\$2187.79
	Captain	\$2371.59	\$2419.02	\$2479.50
Pittsfield	Sergeant	\$1483.30	\$1512.97	\$1512.97
	Lieutenant	\$1631.92	\$1664.56	\$1664.56
	Captain	\$1795.10	\$1831.00	\$1831.00
Holyoke		2021 ⁸		
	Sergeant	\$1648.33	No data available	No data available
	Lieutenant	\$1903.91		
	Captain	\$2209.10		
Westfield	Sergeant	\$1784.63	No data available	No data available
	Lieutenant	\$2,145.44		
	Captain ⁹			
Northampton	Sergeant	\$1799.64	\$1844.63	\$1890.75
	Lieutenant	\$2195.68	\$2505.57	\$2306.84
	Captain ¹⁰			
West Springfield	Sergeant	No data presented for FY 22	\$1749.70	\$1784.69
	Lieutenant		\$2095.99	\$2137.91
	Captain		\$2308.32	\$2354.49

This data reveals that whether the City pays the Union represented employees two percent or three percent, the City will remain competitive with almost all of the comparable western Massachusetts communities. For example if one looks at the pay level for sergeants at the 2% pay raise, Springfield will be ranked third or fourth within these communities.¹¹ If we examine what the relative position of

⁸ The data for Holyoke was limited to 2019, 2020 and 2021.

⁹ No data was provided for Captains in Westfield. The position either does not exist or is in a separate bargaining unit.

¹⁰ This is the same situation as Westfield. See footnote 5.

¹¹ In 2022 the sergeant's pay will be below sergeants in Chicopee, Northampton and Westfield; the same ranking will result in 2023 and 2024 (although there is no data for Westfield in 2023 and 2024).

sergeants at the 3% pay increase it reveals that Springfield sergeants remain ranked third in FY 2022 and do not move up in ranking until FY 2024 when the sergeants will be paid equally to sergeants in Chicopee.¹² Applying this same methodology to the lieutenants at the 2% level, the Springfield lieutenants hold down fourth place in FY 2022, move up to third place in 2023 (where there is no data on Westfield) and remain there for FY 2024. At the 3% pay increase level for 2022 the lieutenants are paid the same as Chicopee lieutenants and rank behind Northampton and Westfield. In FY 2023 that the City's lieutenants move up to rank second in pay behind Northampton's lieutenants and in 2024 they are paid \$40 more per week than lieutenants in Chicopee.¹³ The pay for the City's captains, however, stands out when examining the data. Whether the captains are paid 2% more or 3% more, it will not affect their relative standing, they will be paid the highest of all the City's proposed comparable communities from the get-go. As the shift commanders in the largest of the comparable communities it is perhaps fitting that those with the greatest responsibility are well compensated. Every patrolman should very much want to attain the captain's position. Such pay serves to keep the troops in line.

Comparison with Patrolmen's pay

The Arbitration Panel also notes that if we adopted the City's wage proposal of 2% per year, there may be some disruption to the job differentials so that during the course of the four contract years, sergeants may supervise and engage in regular reviews of patrolmen who earn more on a weekly basis. However, the same situation may exist even with the Union's proposed wages. This is not a situation which any quasi-military or rank recognized organization should endure. Such a situation is left to the parties for future negotiations. Situational circumstances do not enhance the Panel's jurisdiction to award wages outside of the parameters set forth in JLMC's regulations or grant of authority to do so.¹⁴

Cost of Living

The Union argues that the Cost of Living Index, whether generated by the State's Bureau of Local Services or the United States Department of Labor Bureau of Labor Statistics shows that between July 1, 2020 and June 30, 2023 the Cost of Living far exceeded the three percent per annum sought in

¹² In 2022 the sergeants will remain ranked third among the comparable communities behind Chicopee and Northampton. In 2023 they will remain behind Chicopee and tied for second place with Northampton and it will not be until 2024 that the sergeants will be paid equal to the sergeants in neighboring Chicopee.

¹³ Of course there is a fair criticism of this approach as pointed out by the City. Since there are no step (or annual) increases and no longevity bonuses as exist in nearly all of the comparable communities, the newly minted sergeants and lieutenants are paid at a level which takes years and years for the sergeants and lieutenants in the other communities to attain. This however will be accounted for in considering the Union's proposals for other benefits.

¹⁴ As previously set forth above in footnote 4, the JLMC's primary *modus operandi* is settlement via mediation, permitting a JLMC appointed Arbitration Panel to wander outside of what the parties agreed to as the parameters of the dispute would completely undermine the JLMC's primary mechanism for resolving disputes.

this proceeding. The City argues that the Cost of Living Index has moderated significantly in recent months and that for these employees who earn far more than almost all of the residents, the effect of the increase in the cost of living has little effect on their daily living habits.

Decision on Wages

For these reasons and, in accordance with statutory factors 2, 5, 7, 8 and 9, the Arbitration Panel awards SPSA's proposed increases in salary of 3% per annum and retroactive to the first day of each fiscal year, as proposed.

City Issue 1: Internal Investigation Unit and Force Investigation Unit Interviews

The City proposes a new contract language to be added to the existing Article 6.07:

"Internal Investigation Unit and Force Investigation Team (FIT) interviews with bargaining unit members will be audio recorded at the Employer's discretion. At the Union's request a copy of an audio recording will be provided to the Union, if a hearing is scheduled. If either party prepares a transcript of the audio recording, it will be provided to the other party."

The City argues that this is a requirement of the City's Settlement Agreement with the DOJ and should simply make clear that the full facts and circumstances, as observed by the City's superior officers should be carefully documented. The Union does not oppose this request.

Discussion

The Panel takes the City's proposal and the Union's response as a stipulation and it shall be implemented in accordance with statutory factor 11.

City Issue 2: Performance Evaluation Program

The City proposes to add a new article to the parties current agreement:

The parties hereby adopt the Performance Evaluation Policy ("PEP") attached as Appendix __. Performance evaluations shall not be used for disciplinary purposes. If any material changes are required as a result of the April 29, 2022 Settlement between the United States and the City of Springfield (Case 3:22-cv-30043) that require bargaining pursuant to M.G.L. Ch. 150E, the City will bargain same with the Union. The time period for filing an appeal pursuant to M.G.L. Ch. 31 sec. 6(c) shall commence upon completion of the performance evaluation contesting process as reference in Section 1. M of said PEP Policy.

The Union argues that this policy represents a significant amount of additional work by SPSA members. The City's Agreement with the DOJ is fully acceptable but the City should be willing to compensate the employees who take on these additional responsibilities. The Union points out that the DOJ required monitor is getting paid \$410,437.50 per year for reviewing the City's compliance with the Settlement Agreement by showing up once a month and perhaps a Zoom meeting or two each week. The sergeants on the ground deal with this issue on a daily basis by providing feedback to patrol officers and completing extensive performance reviews. The performance reviews of sergeants also adds to the

lieutenants workload and so on up the chain of command. More work deserves more pay. If there is a financial incentive, the Union would simply seek to more clearly define the trigger point for timely filing an appeal with the Civil Service Commission over a claimed erroneous or unfair or unsupported performance evaluation as following the completion of the internal contesting process as defined in Section 1.M of the Performance Evaluation Program.

The City argues that the Performance Evaluation Program is nothing more than a routine part of the superior officer's regular duties and therefore requires no further compensation.

Discussion

The City's Settlement Agreement with DOJ imposes significant additional documentation of patrol officers' performance. The DOJ Monitor is certainly not going to rubberstamp what the Department presents as accomplishing the goals of the Settlement Agreement.¹⁵ For these reasons it is the Panel's ruling that in accordance with factors 2, 3, 4 and 8, the City's proposal shall be included in the contract and the Union represented officers should receive an annual stipend of \$1000 payable on the final payday of each of the fiscal years (prorated for any part thereof) during which DOJ imposed Performance Evaluations are required. This stipend should be paid retroactively on the final day of the each fiscal year.

The City Issue 3: Field Training Policy

The City proposes to add a new article to the parties current agreement:

The parties hereby adopt Article ___, Field Training Officer Policy ("FTOP") as attached hereto as Appendix _____. If any material changes are required as a result of the April 29, 2022 Settlement between the United States and the City of Springfield (Case 3:22-cv-30043) that require bargaining pursuant to M.G.L. Ch. 150E, the City will bargain same with the Union. With the written permission of the Superintendent, Probationary Police Officers in the Field Training Program may be allowed to work overtime or paid details.

The Union does not oppose this provision, but similar to the Performance Evaluation Program, this also requires additional work by the sergeants, lieutenants and captains and additional compensation is sought.

¹⁵ The DOJ imposed Monitor should provide measurable services when she is being paid approximately \$38,000 for each monthly visit plus weekly Zoom sessions. The sad part of this situation is that the DOJ provides no financial support for the services required and saddles the City with top heavy costs carried out by the sergeants, the bottom of the leadership totem pole. The City, however, had no leverage in its negotiations with the DOJ who presented the City with a take it or litigate it approach to these negotiations. The City recognized it could spend millions of dollars on legal fees and easily end up with the same result and therefore bit the bullet, an apropos cliché.

Discussion

As set forth with respect to the Performance Evaluation Policy the superior officers bear the brunt of implementing this policy and for the same reasons as set forth with respect to that policy, the City's proposal is hereby adopted and the SPSA represented officers are hereby awarded annual stipend of \$1000 payable on the final payday of each of the fiscal years (prorated for any part thereof) during which DOJ imposed Field Training Program is in force.

The City Issue 4: Body Worn Camera Policy

The parties dispute whether to replace the existing Body Worn Camera Policy ("BWCP"), Appendix C, with the revised BWCP adopted the Department on or about July 7, 2021 in order for the BWCP to comply with Massachusetts law, c. 253 of the Acts of 2020 section 104 (e). The Union argues that this is another workload issue and should be compensated.

The City argues that the change in workload is nonexistent because under the revised policy a sergeant will have to review the same number of BWC videos, two per shift, but must include at least a review of a one BWC video of each patrolman under his or her command. This is merely a normal or customary change in work assignments and is not worthy of additional compensation.

Discussion

The newly created BWCP makes minimal changes to the pre-existing BWCP and therefore in accordance with statutory factor 10, the following language will be added to the contract:

Article ____: The parties agree to replace the existing Body Worn Camera Policy ("BWCP"), Appendix C, with the revised BWCP adopted by the Department on or about July 7, 2021 in order for the Department's BWCP to comply with Massachusetts law, c. 253 of the Acts of 2020 section 104 (e). Union representatives will be given access to meetings relevant to procurement of body camera hardware and software, consulted prior to any changes in policy regarding body cameras, requests for proposals being issued and before selection of any purchases.

City Issue 5: Disciplinary Policy and Matrix

The City proposes a new article:

Article _____. The parties agree to the Department's adoption of a new Disciplinary Policy and Matrix as attached as Appendix _____. If any material changes are required as a result of the April 29, 2022 Settlement Agreement between the United States and the City of Springfield, Case No. 3:22-cv-30043) that require bargaining pursuant to MGL Ch. 150E, the City will bargain same with the Union.

The Union opposes the adoption of the disciplinary matrix as an unnecessary incursion on the traditional use of discretion in the application of discipline. The City argues that the DOJ required the matrix as a measure of consistency within Department. This amounts to a philosophical difference

over how the Department imposes discipline and the DOJ Settlement Agreement reduced the level of discretion the Department exercises. The City had little choice but to accept the DOJ's mandate.

Discussion

In accordance with statutory factors 9 and 10, the City's proposed language shall be implemented in the contract.

SPSA Issue 1: Longevity Pay (New Article)

The Union proposes a new article which provides:

Effective July 1, 2020, employees who have completed twenty-five (25) years of service (including service creditable under M.G.L. c. 32) shall receive additional compensation of 3% of their applicable salary under Article 24. Employees who have completed twenty-one (21) years of service (but less than 25 years)(including service creditable under M.G.L. c. 32) shall receive additional compensation of 3% of their applicable salary under Article 24. Such additional compensation shall be considered part of an employee's base salary for all purposes, in accordance with present practice.

The City argues that the City bought back the steps and longevity provisions of the parties' contract in 2007 and there is no reason for the Union to regain something they have previously given up. Every sergeant, lieutenant and captain gained the value of longevity by going to the top pay for each position from the day of his or her promotion. The Union argues that retention of officers is a major problem not simply within the City but throughout Massachusetts and the nation. In order to retain well-trained officers, longevity pay remains a major inducement for officers to stay in their current position. Even under the City's proposed comparable communities, longevity pay is commonplace. The situation in 2007, sixteen years ago, should not compromise or diminish the effectiveness of longevity pay today.

Discussion

There is no evidence that the City is losing its superior officers to other communities. The City's buyout of longevity in 2007 has meant that every superior officer gained the value of many years of service from day one on the job and longevity pay has been built into the weekly pay scale. Based on statutory factor 10 this bargaining history does not deserved to be ignored, even in the face of what other communities do with respect longevity. The Union's proposal is hereby rejected.

SPSA Issue 2: Vacation Buyback (Article 10)

The Union proposes to add the following language:

Effective July 1, 2023 for employees who have a minimum of twenty-one (21) vacation days, such employee at his/her option can redeem each year, up to sixteen (16) vacation days.

The City opposed the addition of this benefit arguing that the superior officers have many, many days of vacation and can carry over sixteen from year to year. Approximately two-thirds of the superior officers have the maximum number of vacation hours and if they can sell back vacation days they will certainly do that at an expense to the City. The City argues that the officers can easily get time off using swaps and this will always lead them to sell back as many days as possible. At the arbitration hearing Superintendent Clapprood testified:

The X factor for me that no one has talked about that's hidden in the closet is balance of overtime. They can earn BOT, balance of overtime, when they work certain extra details or callbacks, they can opt for overtime. My concern as a police ...as a leader of the organization.. is that they buy back two or three weeks' vacation time, earn the balance of overtime to use for the time off, I ... I'm kind of getting squeezed there. I still don't have them showing up. [Tr. V.2., p. 227].

The City argues that the cost of this item plus the need to cover the superior officers' shifts when they take time off makes this a very expensive give back item.

In the Union's post-hearing Brief, the Union reduced the number of vacation days to be eligible to be sold back from sixteen to ten, thereby substantially reducing the cost to the City.

Discussion

The Superintendent's concern with this buyback is that an officer must be replaced, one for one, on every vacation or balance of overtime day used as a vacation day. This is simply not the case for the most senior Superior officers who in many instances simply cannot manage to take their full vacation time every year. If the officer cannot take the time and is faced with a limited carryover situation, he or she simply loses the vacation day. Rather than force the issue, it would be more fair to pay the officer for some of the vacation time. This also represents an opportunity to add a retirement incentive to the most senior officers who are looking to increase their final three years of pay as a means of improving their M.G.L. c. 32 retirement pay. Combining these two factors, fairness and retirement incentive and minimizing the cost to the City, the Panel will award officers with 27 years of creditable service to sell back to the City up to ten vacation days but only one time for three (or fewer) consecutive years. This provision will commence with fiscal year 2024. The Panel hereby awards that the City will buyback up to, but not more than, ten days of vacation if tendered by an officer with 27 or more years of M.G.L. c. 32, §4 creditable service and who has the maximum number of vacation days available. The City's obligation shall be for three consecutive years for each officer who tenders such buyback by June 1st of each fiscal year and payable by the City in the final paycheck of that fiscal year. Officers may offer such vacation days for the City to buyback only once and if tendered the buyback shall be for one or two or three consecutive years. This provision shall be effective in fiscal year 2024.

SPSA Issue 3: Shift Bid (Article 22)

The Union proposes to amend Article 22.06 to provide:

Shift and Day-Off Group Picks. All employees shall have the right and the option to pick their shifts and job group within the shift they have chosen in the Uniformed Division (Squads A, B C) by seniority with preference given to employees in the order of their seniority. A seniority shift/day group pick shall be posted and made once every year, commencing in 2023, on or about December 1, to be effective on January 1st. Each seniority pick shall remain in force for one-year period. At the end of each one-year period, and at the end of every consecutive one-year period, thereafter, there shall be a new shift pick.

The City argues that the existing article requires shift bidding on retirements and promotions. There is no bidding on job group assignments. With respect to the shift bid process the City argues that if a sergeant or lieutenant or captain retires early in the calendar year, say February 1st, it would not make sense to hold off on a shift bid until the end of the year. With respect to job assignments, the City opposes any such requirement which handcuffs the commanding officers to make appropriate job assignments based on a variety of discretionary factors. The Union argues that in the absence of retirements or promotions, superior officers may wait years to exercise a shift bid and that assignments should be subject to the same bidding process.

Discussion

Superintendent Clapprood's testimony on shift bidding simply makes sense:

The shift bidding, I would think maybe if we did it more often, sometimes we can go quite some time without a promotion, so I can understand that. They may have a member waiting quite some time to go from one shift to another, it may be family reasons ... so if we had set time where say every four months I did a shift bid, I understand that instead of waiting for a promotion. [Tr. V. 2, p. 181].

On the other hand, the Superintendent Clapprood testified it would "be a managerial nightmare" to allow bidding by seniority on job assignments or day-off groups:

As far as bidding the day off job groups ... it would have to be under the command of the commanding officer because he's got ... that's the person, he or she, is in charge of balancing these shifts, putting enough people on the street, keeping people separated. Now with the department we get many domestics, I get restraining orders within my ranks, I get harassment orders within my ranks. You have to keep them separate. You do the best with what you can...[I]t would be a managerial nightmare, I would think, to bid your day off group. That should be in the control of the manager or C[ommanding] O[fficer]. I don't know how we would do it. [Tr. V2, p. 180].

Within the comparable communities, some departments have shift bids by seniority, some do not. None of the communities have contractual limits on job assignments. On the basis of statutory factors five and ten, the Union's proposed job bidding by seniority on job assignments or job groups is rejected. With respect to shift bidding, the Panel awards the following:

Amend Article 22.06 to provide:

Shift picks, if and when the position is filled by the Department, shall be awarded by seniority following a promotion, a retirement or other reason for vacancy. If there are no promotions, retirements or vacancies in the first six months of a fiscal year (July through December), the Department shall post and bid shifts by seniority during the following month (January). If there are no promotions, retirements or vacancies in the final six months of a fiscal year (January through June), the Department shall post and bid shifts by seniority during the following month (July). Notification of superior officers' shift bidding opportunity shall be done in the same manner as all Department communications with officers.

SPSA Issue 4: Education Incentive (Article 23)

The Union proposes to amend Article 23 by adding the following language:

Effective July 1, 2023 amend Article 23 to provide that all members of the SPSA are eligible to receive the full entitlements in accordance with the Education Incentive Plan.

The Union argues that the full Quinn Bill for all SPSA represented employees would make for better officers, for greater retention and for better recruitment. The Union cites the testimony of Chief Michael E. Correia, Chief of Police for Barrington, RI who retired from the Providence Police Department at the rank of Major following 34 years of service. Chief Correia's years of service in Providence included service in many capacities and the Union called him as an expert on policing practices. In terms of educational incentive, Chief Correia testified that Barrington borders on the Massachusetts towns Swansea and Seekonk because the Quinn Bill is a "good incentive for an officer" and while a high school diploma is acceptable, he went on:

I think where having a college degree, perhaps a master's degree and exposure to some other opportunities, I think where people excel as they get the lieutenant rank, the captain rank it gives them a bigger basis of knowledge to ... interact with the community group or interact with elected officials. [Tr. V. 1, p. 140-141].

The City does not dispute the value of the Quinn Bill, but it is the cost. Right now the City provides full Quinn Bill benefits (10% Associates degree; 20% Bachelors degree; 25% Masters degree) to 63 of the superior officers and one-half Quinn (5% Associates degree); 10% Bachelor's degree; 12.5% Masters degree) to six officers. 92% of the Superior officers have degrees of which 57 have full Quinn bill benefits. The current cost of the Educational Incentive pay is \$1,347,477.05 and represents an average pay out per Quinn eligible employee of approximately \$18,000 annually with the highest pay

out in excess of \$36,000. The City argues that this incentive should be measured against the 2023 per capita income of City residents of \$23,161. And, the City argues that is just for educational incentive. The City claims the Union seeks to add to this expensive payout, which has a fall out effect on benefits such as overtime and sick leave pay and other benefits tied into this addition to the base pay.

The City argues that there is no basis for making such an adjustment if one looks at its comparable, neighboring communities, Springfield pays out substantially more. Neighboring Chicopee's educational incentive pays \$1000, \$2,000 and \$5,000 for Associates, Bachelors and Masters degrees, respectively. On the other side of the City, in West Springfield the educational incentive is 7.5%, 15% and 18.75% at each of the levels of educational accomplishment and for officers hired after July 1, 2009, the incentive is reduced to flat dollar amounts of \$3,500, \$4,500 and \$7,500. Flat dollar amounts ranging from \$4,000 to \$13,000 are paid in Holyoke and Northampton with the exception of officers hired in 2013 or earlier are eligible for the Quinn bill benefits to the extent such were paid prior to 2013. On this basis the City argues that the Quinn bill benefits should not be extended beyond the current substantial payout.

Discussion

There is little doubt that Quinn bill educational incentive has produced better overall police officers in Massachusetts. Massachusetts has not seen the problems created by poorly trained or ill-led police departments as occurred in Ferguson, Missouri or Minneapolis, Minnesota or Staten Island, New York. While there can be no direct correlation to educational incentives, they have appeared to have worked. The question posed in this case is how much is a community willing to pay for this benefit. The City's and the Union's current benefit standard came about from an interest arbitration award issued in January 2014 involving the City and the IBPO, the patrolmen's union, wherein the JLMC Panel reduced the benefit for newly sworn officers to one-half the Quinn bill benefit. Six months later the SPSA agreed to the same reduction in the benefit. The theory was that over the ensuing years, the Quinn bill education benefit would be reduced as officers retired. Nine years later, however, all but six of the superior officers with degrees still receive the full Quinn bill educational incentive and thus very little has materialized in terms of savings. While the Union cries that there is a recruitment and retention problem in policing and that Quinn bill educational incentive diminishes the problem, Superintendent Clapprood testified that it was not educational incentive causing the City to lose employees but it was the residency requirement and large bonuses that caused officers with five or six years of experience to depart.

Given the limited number of superior officers that the Union's proposal would affect and that an award of full Quinn bill to officers on one-half Quinn would completely vitiate the 2014 interest

arbitration award between the City and the IBPO as adopted by the SPSA. The 2014 Award contemplated many years and many retirements to accomplish any savings for the City. The Union's proposal is rejected.

SPSA Issue 5: Outside Details (Article 8)

The Union proposes to amend Article 8 by adding:

Effective July 1, 2023 amend Article 8.02 to change the rate from 1.25 of the top step Sergeant to 1.5 of the top step Lieutenant.

The Union's proposal increases the detail rate for superior officers who are assigned non-supervisory details. The parties' current agreement provides that when a detail requires three or more patrol officers (football games; concert events, etc.) a superior officer must also be assigned. When sergeants, lieutenants or captains are assigned as supervisors, the superior officers are paid a fixed detail rate of \$62.42 per hour. When a superior officer works a non-supervisory detail he or she is paid at 1.25 times the sergeant's hourly rate. Currently the sergeant's hourly rate is \$44.17 and the supervisory detail rate is \$55.22 per hour. Following the adjustments made under this award (3% increase per year for four years) the sergeant's hourly rate will be \$49.17 and 1.25 times the sergeant's hourly rate will be \$62.14. Using the same methodology the lieutenant's hourly rate will be \$58.18 and 1.5 times that is \$87.27.

The City argues that the Union presented no basis for increasing the non-supervisory detail rate by 40% and far exceeding the detail rate for supervising details at \$62.42 per hour. The City points out that in its comparable communities, the highest detail rates are in Northampton (\$76 per hour) and Holyoke (\$75 per hour if alcohol is served). The Union's proposed rate would far exceed the comparable communities and it would make Springfield detail rate non-competitive. The City urges that this rate be rejected.

Discussion

The SPSA proposal does not make a lot of sense when the more responsible detail rate is fixed at \$62.42 an hour and the non-supervisory rate would be \$87.27 per hour. Under this scenario, a lieutenant working on a supervisory detail could be supervising a sergeant working as a patrolman on the same detail making \$62.42 an hour while the sergeant is making \$87.27 per hour (\$25 an hour more)! The \$87.27 also far exceeds any hourly rate with respect to the comparable rates. It is pretty clear that the superior officers work far more details at the non-supervisory rate and are therefore more concerned about those circumstances than the supervisory rate for which no proposal was made and which is not tied into a rate adjustment factor. Until there is an adjustment in the supervisory detail, the only

adjustment that makes sense is to move the current rate up to 1.5 the sergeant's hourly rate with a result of \$74.57 per hour. This rate is competitive with the comparable communities but still leaves a nonsensical result if a lieutenant is supervising a sergeant as previously described. The Panel leaves that to the parties to straighten out in future negotiations.

Summary of Award

Joint Proposal #1: Duration

There shall be two contracts included in this Award:

- A. A Contract covering the period from July 1, 2020 to June 30, 2021 (Fiscal year 2021).
- B. A Contract covering the period from July 1, 2021 to June 30, 2024 (Fiscal years 2022, 2023 and 2024).

Joint Proposal #2: Wages

The Arbitration Panel awards SPSA's proposed increases in salary of 3% per annum and retroactive to the first day of each fiscal year.

City Proposal #1

Internal Investigation and Force Investigation Team Interviews

New contract language to be added to the existing Article 6.07:

"Internal Investigation Unit and Force Investigation Team (FIT) interviews with bargaining unit members will be audio recorded at the Employer's discretion. At the Union's request a copy of an audio recording will be provided to the Union, if a hearing is scheduled. If either party prepares a transcript of the audio recording, it will be provided to the other party."

City Proposal #2: Performance Evaluation Policy

A new article shall be included in the parties current agreement:

The parties hereby adopt the Performance Evaluation Policy ("PEP") attached as Appendix __. Performance evaluations shall not be used for disciplinary purposes. If any material changes are required as a result of the April 29, 2022 Settlement between the United States and the City of Springfield (Case 3:22-cv-30043) that require bargaining pursuant to M.G.L. Ch. 150E, the City will bargain same with the Union. The time period for filing an appeal pursuant to M.G.L. Ch. 31 sec. 6(c) shall commence upon completion of the performance evaluation contesting process as reference in Section 1. M of said PEP Policy.

SPSA represented officers shall receive an annual stipend of \$1000 payable on the final payday of each of the fiscal years (prorated for any part thereof) during which DOJ imposed Performance Evaluations are required. This stipend should be paid retroactively on the final day of the each fiscal year.

City Proposal #3: Field Training Policy

A new article shall be added to the parties current agreement:

The parties hereby adopt Article __, Field Training Officer Policy ("FTOP") as attached hereto as Appendix _____. If any material changes are required as a result of the April 29, 2022

Settlement between the United States and the City of Springfield (Case 3:22-cv-30043) that require bargaining pursuant to M.G.L. Ch. 150E, the City will bargain same with the Union.

SPSA represented officers are hereby awarded annual stipend of \$1000 payable on the final payday of each of the fiscal years (prorated for any part thereof) during which DOJ imposed Field Training Program is in force.

City Proposal #4: Body Worn Camera Policy

The following language will be added to the contract:

Article ____: The parties agree to replace the existing Body Worn Camera Policy (“BWCP”), Appendix C, with the revised BWCP adopted by the Department on or about July 7, 2021 in order for the Department’s BWCP to comply with Massachusetts law, c. 253 of the Acts of 2020 section 104 (e). Union representatives will be given access to meetings relevant to procurement of body camera hardware and software, consulted prior to any changes in policy regarding body cameras, requests for proposals being issued and before selection of any purchases.

City Proposal #5: Disciplinary Policy and Matrix

A new article shall be added to the contract:

Article _____. The parties agree to the Department’s adoption of a new Disciplinary Policy and Matrix as attached as Appendix _____. If any material changes are required as a result of the April 29, 2022 Settlement Agreement between the United States and the City of Springfield, Case No. 3:22-cv-30043) that require bargaining pursuant to MGL Ch. 150E, the City will bargain same with the Union.

SPSA Proposal #1: Longevity Pay

The Union’s proposal to add a new article for Longevity pay is rejected.

SPSA Proposal #2: Vacation Buyback

The Panel awards that the City will buyback up to, but not more than, ten days of vacation days if tendered by an officer with 27 or more years of M.G.L. c. 32, §4 creditable service and who has the maximum number of vacation days available. The City’s obligation shall be for three consecutive years for each officer who tenders such buyback by June 1st of each fiscal year and payable by the City in the final paycheck of that fiscal year. Officers may offer such vacation days for the City to buyback only once and if tendered the buyback shall be for one or two or three consecutive years. This provision shall be effective in fiscal year 2024.

SPSA Proposal #3: Shift and Assignment Bidding

Amend Article 22.06 to provide:

Shift picks, if and when the position is filled by the Department, shall be awarded by seniority following a promotion, a retirement or other reason for vacancy. If there are no promotions, retirements or vacancies in the first six months of a fiscal year (July through December), the Department shall post and bid shifts by seniority during the following month (January). If there are no promotions, retirements or vacancies in the last six months of a fiscal year (January through June), the Department shall post and bid shifts by seniority during the following month (July). Notification of superior officers’ shift bidding opportunity shall be done in the same manner as all Department communications with officers.

SPSA Proposal #4: Modify Education Incentive

The Union's proposal to amend Article 23, Educational Incentive is rejected.

SPSA Proposal #5: Pay for Nonsupervisory Details

The last sentence of Article 8.02 of the Contract shall be amended by striking out 1.25 and replacing it with 1.5.

The above award is hereby adopted on the 26th day of October 2023.

JLMC appointed Arbitration Panel¹⁶

I award as set forth above.

/s/ James S. Cooper
James S. Cooper, Chair

Date: October 26, 2023

I dissent from this Award.

/s/ Richard Pedrini
Richard Pedrini, Union Member

Date: October 26, 2023

I consent to this Award.

/s/ Dean Mazzearella
Dean Mazzearella, Management Member

Date: October 26, 2023

¹⁶ Original signatures on file with the Joint Labor Management Committee.

SPSA Proposal #4: Modify Education Incentive

The Union's proposal to amend Article 23, Educational Incentive is rejected.

SPSA Proposal #5: Pay for Nonsupervisory Details

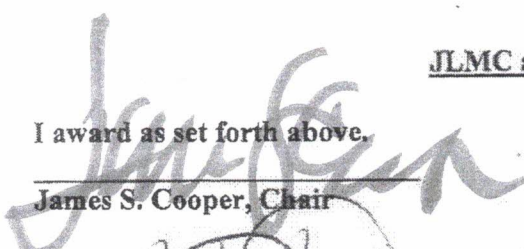
The last sentence of Article 8.02 of the Contract shall be amended by striking out 1.25 and replacing it with 1.5.

The above award is hereby adopted on the ^{26th}29th day of October 2023

JLMC appointed Arbitration Panel

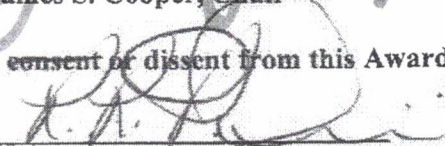
I award as set forth above.

Date: October 25, 2023


James S. Cooper, Chair

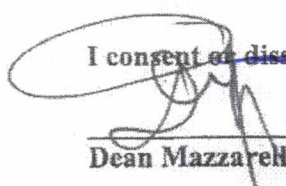
I ~~consent or dissent~~ from this Award. (strike one)

Date: October 25, 2023


Richard Pedrini, Union Member

I ^{to} consent ~~or dissent from~~ this Award. (strike one)

Date: October 25, 2023

 CONVERT
Dean Mazzarella, Management Member

City of Springfield
36 Court Street
Springfield, MA 01103



Division of Administration
and Finance

To: Springfield City Council
From: Patrick Burns, Acting Chief Administrative & Financial Officer
Date: November 13th, 2023
Re: Order for Council Meeting – 11/13/23
Cc: Mayor Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the November 13th, 2023 City Council meeting, which requests the ratification of the interest arbitration award between the City of Springfield and the Springfield Police Supervisors Association.

Background: The award decision 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	3.0%
FY22	07/01/2021 - 06/30/22	3.0%
FY23	07/01/2022 - 06/30/23	3.0%
FY24	07/01/2023 - 06/30/24	3.0%

In addition, SPSA Officers shall receive an annual stipend of \$1,000 each fiscal year for years during which the DOJ imposed Performance Evaluations are required, and an annual stipend of \$1,000 for each year during which DOJ imposed Field Training Program is in force. These stipends will be paid on the final pay day of each fiscal year, and prorated for any partial years these programs are in force.

Effective 2024, the City will buy back up to, but no more than, ten days of vacation days if tendered by an officer with 27 or more years of credible service and who has the maximum days of vacation days available.

The City will need to fund the retroactive pay agreed upon under this new agreement. A preliminary analysis of the Personal Services budget of the Department determined that sufficient funds do not exist in the current year budget to absorb this increase. Once a final analysis is performed and free cash is certified, the Mayor will sponsor an additional order to have free cash funds transferred into the Department's Personal Services budgets.

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

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

Attachment: SPSA CAFO CERT_Updated (7747 : Interest Arbitration Award - Springfield Police Supervisors Association (SPSA))