



CITY COUNCIL

City Clerk's Office 6/5/2024

Regular Meeting Agenda~

I hereby notify you that the following items of business have been filed with this office and can be acted upon at the meeting of the City Council **Monday June 10, 2024** at 07:00 PM.

City Clerk

Call to Order

7:00 PM Meeting called to order on June 10, 2024 at Hybrid Council Chamber, 36 Court Street, Springfield, MA.

Reports of Committee

Informational

- (1.) April Revenue Vs. Expenditure Report (Mayor Sarno)

Under Suspension

- (2.) Bond Authorization - Dwight Street Improvements - \$1,933,330.00 (Mayor Sarno)

Orders

- (3.) Order Authorizing and Approving the Execution of a Quitclaim Deed for the Disposition of Certain Real Property Known as Boston & Albany RR, Located at Hendee Street and Factory Road in Springfield to Astro Chemicals Inc. (Mayor Sarno)
- (4.) FY23 Certified Free Cash to Stabilization Reserve Fund - \$4,730,115.05 (Mayor Sarno)
- (5.) Transfer - FY23 Certified Free Cash to FY25 Estimated Revenues - \$1,000,000.00 (Mayor Sarno)
Transfer - FY23 Certified Free Cash to FY25 Estimated Revenues - \$1,000,000.00
- (6.) Police Department Personal Services to Police Department Extra Detail Fund - \$470,000.00 (Mayor Sarno)
- (7.) Budget Transfer Across Departments - \$32,500.00 (Mayor Sarno)
Budget Transfer Across Departments - \$32,500.00
- (8.) CPA FY2025 Budget
- (9.) Indian Orchard Fire Station Elevator ES Oak Street, Indian Orchard Parcel ID# 091820219
- (10.) Historic Home Restoration Program for Homeowners in Local Historic Districts
- (11.) Van Sickle Softball Diamond Enhancement Carew St & Glencoe Streets Parcel ID # 023600180
- (12.) 174-176 Maple Street CITY Redevelopment Incentive Parcel ID # 082180048 Parcel ID # 082180049

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- (13.) 178-184 Maple Street Rehabilitation 178 Maple Street—Parcel ID # 082180050 180
Maple Street—Parcel ID # 082180051 182 Maple Street—Parcel ID # 082180052 184
Maple Street—Parcel ID # 082180053
- (14.) 60 Byers Street Development Incentive Parcel ID #021700016
- (15.) D'Amour Museum of Fine Arts Exterior Restoration Phase 3 21 Edwards Street Parcel
ID # 027500557
- (16.) Exterior Restoration St. John's Congregational Church 69 Hancock Street Parcel ID
#062500218
- (17.) Tree Top Park Improvements 258 Corcoran Boulevard Parcel ID #032300051
- (18.) Clarendon Fountain & Triangle Terrace Restoration Clarendon, Bay, Sherman Street
Intersection Parcel ID #028200001
- (19.) Drama Studio Elevator Project 41 Oakland Street St. Parcel ID # 092100155
- (20.) ReGreen Springfield Invasive Plant Control Program
- (21.) Colony Hills Lamppost Restoration Park Drive
- (22.) Glendell Park Vegetation Restoration and Enhancements Parcel ID #057350008



City Council

SCHEDULED

Meeting: 06/10/24 07:00 PM
Initiator: Pat Burns
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8055

1

April Revenue Vs. Expenditure Report (Mayor Sarno)

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

For the period ended
04/30/24

Revenues and Other Sources:	Revised Budget	Actual	Variance Over/(Under)	%
Real Estate & Personal Property Taxes	254,357,638	236,446,205	(17,911,433)	93
Real Estate & Personal Property Taxes - Tax Liens	-	1,121,731	1,121,731	0
Motor Vehicle Excise	12,100,000	11,593,385	(506,615)	96
Penalties, interest and other taxes	22,246,182	14,590,693	(7,655,489)	66
Charges for Services	15,132,093	10,984,999	(4,147,094)	73
Intergovernmental	551,257,710	456,748,322	(94,509,388)	83
Licenses and Permits	5,313,100	4,503,871	(809,229)	85
Fines and Forfeits	522,183	360,721	(161,462)	69
Interest earned on Investments	3,112,168	7,489,215	4,377,047	241
Miscellaneous	8,260,155	9,086,397	826,242	110
FY 2023 Net School Spending Shortfall (a.)	21,189,516	21,189,516	-	100
Stabilization Reserves/Transfers in	2,049,066	2,284,816	235,750	112
Other Financing Sources - Free Cash	8,134,376	8,134,376	-	100
Free Cash to Reduce Tax Rate	7,000,000	7,000,000	-	100
Total Revenues and Other Sources	910,674,187	791,534,247	(119,139,940)	87
Expenditures and Other Uses:				
General government	29,815,880	24,199,375	5,616,506	81
Public safety				
Police	60,748,740	49,568,649	11,180,092	82
Fire	30,031,981	23,980,706	6,051,275	80
Centralized Dispatch	2,252,925	1,691,210	561,714	75
Other	5,155,932	3,779,161	1,376,771	73
Health and Welfare	4,747,354	3,192,271	1,555,083	67
Public works	12,469,901	10,618,061	1,851,840	85
Education	611,723,631	470,710,143	141,013,488	77
Culture and recreation	18,649,230	14,921,583	3,727,647	80
Pension and fringe	96,438,091	88,009,477	8,428,614	91
State and district assessments	3,687,213	3,095,018	592,195	84
Debt Service	23,034,501	21,634,728	1,399,773	94
Pay as you go Capital	4,652,045	3,017,636	1,634,408	65
Other Financing Use - Trash Enterprise Supplement	7,266,762	7,266,762	-	100
Total Expenditures and Other Uses	910,674,187	725,684,780	184,989,407	80
Excess (deficiency) of revenues and other sources over expenditures and other uses	-	65,849,467	65,849,467	

Attachment: April Revenue Vs. Expenditure Report (8055 : April Revenue Vs. Expenditure Report)

(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.

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

For the period ended
04/30/24

Expenditures and Other Uses:	Original Budget	Transfers In/(Out)	Revised Budget	Expenditure	Encumbrance	Variance Over/(Under)	%
General government	27,964,224	1,851,656	29,815,880	22,020,397	2,178,978	5,616,506	81%
Public safety							
Police	57,734,692	3,014,048	60,748,740	48,734,729	833,919	11,180,092	82%
Fire	27,531,981	2,500,000	30,031,981	23,678,301	302,405	6,051,275	80%
Centralized Dispatch	2,252,925	-	2,252,925	1,675,797	15,414	561,714	75%
Other	5,155,932	-	5,155,932	3,618,121	161,040	1,376,771	73%
Health and Welfare	4,747,354	-	4,747,354	3,028,338	163,933	1,555,083	67%
Public works	12,469,901	-	12,469,901	10,267,906	350,155	1,851,840	85%
Education	587,798,386	23,925,245	611,723,631	430,731,025	39,979,117	141,013,488	77%
Culture and recreation	17,178,902	1,470,328	18,649,230	13,967,342	954,241	3,727,647	80%
Pension and fringe	96,438,091	-	96,438,091	87,903,821	105,656	8,428,614	91%
State and district assessments	3,687,213	-	3,687,213	3,069,330	25,688	592,195	84%
Debt Service	23,034,501	-	23,034,501	21,634,728	-	1,399,773	94%
Pay as you go Capital	4,652,045	-	4,652,045	2,011,263	1,006,373	1,634,408	65%
Other Financing Use - Trash Enterprise Supplement	7,266,762	-	7,266,762	7,266,762	-	-	100%
Total Expenditures and Other Uses	877,912,910	32,761,277	910,674,187	679,607,861	46,076,919	184,989,407	80%

CITY OF SPRINGFIELD, MASSACHUSETTS

Yearly Comparision Revenue Vs. Expenditures
For the period ended
04/30/24 vs 04/30/23

<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	\$ 236,446,205	\$ 217,461,336	\$ 18,984,869	
Tax Liens	1,121,731	756,799	364,932	
Motor Vehicle Excise	11,593,385	10,760,315	833,069	
Penalties, interest and other taxes	14,590,693	13,941,257	649,436	
Charges for Services	10,984,999	12,452,503	(1,467,504)	
Intergovernmental	456,748,322	422,177,426	34,570,896	FY 24 Monthly State Aid Payments Increased from FY 23
Licenses and Permits	4,503,871	4,394,642	109,229	
Fines and Forfeits	360,721	386,169	(25,449)	
Interest earned on Investments	7,489,215	3,593,573	3,895,641	Higher interest rates in Fiscal Year 2024.
Miscellaneous	9,086,397	5,578,089	3,508,308	MGM Community Development Fund Payment Received in FY 2024.
Net School Spending Shortfall	21,189,516	20,268,253	921,263	
Stabilization Reserves	2,284,816	-	2,284,816	
Free Cash to Reduce the Tax Rate	7,000,000	10,000,000	(3,000,000)	
Other Financing Sources	8,134,376	8,093,903	40,473	
Total Revenues and Other Sources	791,534,247	729,864,266	61,669,980	

Expenditures and Other Uses:

General government	24,199,375	23,532,449	666,925	
Public safety				
Police	49,568,649	48,325,303	1,243,346	
Fire	23,980,706	20,561,678	3,419,028	
Centralized Dispatch	1,691,210	1,537,942	153,268	
Other	3,779,161	3,808,758	(29,597)	
Health and Welfare	3,192,271	3,089,496	102,775	
Public works	10,618,061	10,542,112	75,949	
Education	470,710,143	432,335,998	38,374,145	Increase in Ch. 70 Funding from FY 2023
Culture and recreation	14,921,583	12,531,844	2,389,739	
Pension and fringe	88,009,477	81,291,611	6,717,866	Increase in Pension Payment.
State and district assessments	3,095,018	3,225,224	(130,206)	
Debt Service	21,634,728	26,423,015	(4,788,287)	Decrease in LTD Payments
Pay as you go Capital	3,017,636	1,830,306	1,187,330	
Trash Enterprise Supplement	7,266,762	6,165,593	1,101,169	Increase in GF Trash Supplement
Total Expenditures and Other Uses	725,684,780	675,201,329	50,483,450	

Totals	\$ 65,849,468	\$ 54,662,937	\$ 11,186,530
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City Council

SCHEDULED

Meeting: 06/10/24 07:00 PM
Initiator: Erin Hand
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8096

2

Bond Authorization - Dwight Street Improvements - \$1,933,330.00 (Mayor Sarno)

BOND ORDER TO PAY FOR THE DWIGHT STREET PROJECT

WHEREAS, The City of Springfield ("the City") is requesting approval of an appropriation in the amount of One Million Nine Hundred Thirty-Three Thousand Three Hundred Dollars (\$1,933,300) to pay the costs associated with the construction and improvements of Dwight Street in Springfield, MA; and

WHEREAS, the City seeks approval to borrow said amount in order to meet the appropriation;

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

NOW THEREFORE BE IT ORDERED: That the City hereby appropriates the sum of \$1,933,300 to pay the costs associated with the construction and improvements of Dwight Street, including the payment of any and all other costs incidental or related thereto, and that to meet this appropriation, the City Treasurer, with the approval of the Mayor, is authorized to borrow said amount under and pursuant to Chapter 44 of the General Laws, or pursuant to any other enabling authority, and to issue bonds or notes of the City therefore; that the Mayor is authorized to apply for any federal or state aid available for the project, and that the Mayor is authorized to take any other action necessary or convenient to carry out this project; and

BE IT FURTHER ORDERED THAT: The Treasurer is authorized to file an application with the appropriate officials of The Commonwealth of Massachusetts (the "Commonwealth") to qualify under Chapter 44A of the General Laws any and all bonds of the City authorized by this Order, and to provide such information and execute such documents as such officials of the Commonwealth may require in connection therewith.

City of Springfield
36 Court Street
Springfield, MA 01103



Division of Administration
and Finance

To: Springfield City Council
From: Cathy Buono, Chief Administrative & Financial Officer
Date: June 10, 2024
Re: Order for Council Meeting – June 10, 2024
Cc: Mayor Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the June 10, 2024 Council meeting, which authorizes the City to pay \$1,933,330.00 for the costs associated with the construction and improvements of Dwight Street.

Background: This funding will be used to implement improvements on Dwight Street from Lyman to State Streets. Work will include resurfacing, new curbing, pavement markings, sidewalks, and numerous vehicular, pedestrian, and bicyclist safety improvements.

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

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

Attachment: CAFO Cert - Bond Auth - Dwight Street (8096 : Bond Authorization - Dwight Street Improvements - \$1,933,330.00)



City Council

SCHEDULED

Meeting: 06/10/24 07:00 PM
Initiator: Thomas Moore
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8093

3

Order Authorizing and Approving the Execution of a Quitclaim Deed for the Disposition of Certain Real Property Known as Boston & Albany RR, Located at Hendee Street and Factory Road in Springfield to Astro Chemicals Inc. (Mayor Sarno)

**Order Authorizing and Approving the Execution of a Quitclaim Deed for the
Disposition of Certain Real Property known as Boston & Albany RR, located at
Hendee Street and Factory Road in Springfield to Astro Chemicals Inc.**

CITY OF SPRINGFIELD

In the City Council June 10, 2024

WHEREAS, the City of Springfield ("the City"), through tax lien foreclosure final judgment recorded on March 12, 2007, is the owner of certain real property ("the Property") known as Boston & Albany RR, located off of Hendee Street and Factory Street in Springfield, Parcel #01645-0020, in the East Springfield Neighborhood, consisting of approximately 13,995 square feet, zoned Industrial A, and having a current assessed value of Thirty-Nine Thousand Four Hundred Dollars (\$39,400.00); and

WHEREAS, in accordance with Massachusetts General Laws Chapter 30B section 16, the City advertised a Request for Proposals solicitation ("RFP") for the sale and redevelopment of the Property, through its Office of Planning and Economic Development; and

WHEREAS, on or about May 13, 2024, Astro Chemicals Inc., a domestic corporation with a last and usual address at 126 Memorial Drive in Springfield ("Redeveloper"), submitted a response to the RFP, and on or about May 21, 2024, the City awarded the Redeveloper a Preferred Developer Designation for the RFP as the entity submitting the most advantageous proposal under the evaluation criteria set forth therein; and

WHEREAS, pursuant to its response to the RFP, Redeveloper has proposed redeveloping the Property to re-activate the currently inactive railroad on site (the "Project"), and has agreed to develop the Project subject to approval by the City of Springfield Office of Planning and Economic Development and in accordance with the terms and conditions of a Land Disposition Agreement; and

NOW THEREFORE, BE IT ORDERED, that the City Council of the City of Springfield with the approval of the Mayor hereby approves the transfer of the Property from the City to the Redeveloper, Astro Chemicals Inc. (or its nominee) for the total sum of Forty Thousand Dollars (\$40,000.00), and herein authorizes the Mayor to execute a deed and land disposition agreement in substantially the same form as the attached documents.

Attachment: City Council Order with draft LDA (8093 : Order Authorizing Sale of Boston & Albany RR Parcel)

{draft}
LAND DISPOSITION AGREEMENT

This Agreement is made and entered into as of the ____ day of June 2024 by and between the **CITY OF SPRINGFIELD**, a municipal corporation with a usual place of business at 36 Court Street, Springfield, Massachusetts 01103 (the “City”) and **ASTRO CHEMICALS, INC.**, a Corporation, with a last and usual address at 126 Memorial Drive, Springfield, MA 01102 (the “Developer”) (the City and the Developer being collectively referred to herein as the “Parties” and shall include any successor in interest whether by act of a party to this Agreement or by operation of law or otherwise).

RECITALS

WHEREAS, in accordance with Massachusetts General Laws Chapter 30B section 16, the City advertised a Request for Proposals, #24-222 (“RFP”), for the sale and redevelopment of a City-owned property known as the Boston Albany Railroad site in Springfield, Massachusetts (the “Property”), consisting of Parcel 016450010; and

WHEREAS, on or about May 7, 2024, the Developer submitted a response to the RFP, and on or about May 21, 2024, the City awarded the Developer the Preferred Developer Designation for the RFP; and

WHEREAS, pursuant to its response to the RFP, the Developer shall develop the Property by developing and activating the currently inactive railroad, as determined by the City of Springfield Office of Planning and Economic Development, in accordance with the terms and conditions of this Agreement; and

WHEREAS, the Developer has inspected the Property to its satisfaction in all respects and is willing to accept conveyance of the Property “as is” and is willing to accept all environmental liability for any and all conditions at the Property; and

WHEREAS, the Parties wish to memorialize in this Agreement certain undertakings to effectuate the intent of the RFP issued by the City for the purchase and redevelopment of the Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties intending to be legally bound hereby agree as follows:

ARTICLE I
DEFINITIONS

Section 101: Defined Terms

For the purpose of this Agreement, the following terms shall have the meanings, respectively, ascribed to them below:

- a) “Architect” shall mean an architectural firm licensed to practice architecture in the Commonwealth of Massachusetts and otherwise reasonably acceptable to the City.
- b) “Certificate of Completion” shall have the meaning set forth in Section 304 hereof.
- c) “Closing” shall have the meaning set forth in Section 204 of this Agreement.
- d) “Closing Date” shall mean the date referred to in Section 204 of this Agreement.
- e) “Codes” shall mean the Massachusetts State Building Code, Massachusetts State Fire Code and the Springfield Zoning Ordinance, as such regulations and ordinances may be amended from time to time.
- f) “Deed” shall mean the instrument, to be recorded in accordance with this Agreement in Hampden County Registry of Deeds in Springfield, Massachusetts (“Registry”), whereby the Property is conveyed to the Developer.
- g) “Design Proposal” shall mean a submittal by the Developer that includes a project narrative, site plan and floor plan as well as any accompanying drawings and /or sketches submitted by the Developer and approved by the City.
- h) “Development Review” shall mean the review of the Project undertaken by the OPED following the internal policies and procedures currently used by OPED in completing a Site Plan Review. Such review is anticipated to include OPED review and approval of the Design Proposal, the Preliminary Drawings and Specifications, and the Final Drawings and Specifications. Each phase of Development Review will be completed by the issuance of an approval letter from the OPED.
- i) “Event of Default” shall have the meaning set forth in Section 702(a).
- j) “Final Drawings and Specifications” shall mean the complete working drawings and specifications, suitable for bidding, including such drawings and specifications for facade treatment samples of materials, and a written statement of the differences, if any, from the approved Preliminary Drawings and Specifications, to be submitted to and approved by the OPED.
- k) “Improvements” shall mean the redevelopment and reactivation of the railroad on site, as determined by the City of Springfield Office of Planning and Economic Development.
- l) “Lenders” shall have the meaning set forth in Section 402(b).
- m) “OPED” shall mean the City of Springfield Office of Planning and Economic Development.
- p) “Project” shall mean the permitting and construction of the Improvements.

- q) “Preliminary Drawings and Specifications” shall mean site plans, floor plans, elevations and sections, outline specifications, and models which have been developed to show the detailed architectural character of the Improvements and their relationship to the Design Proposal.
- r) “Property” as defined in the first WHEREAS clause.

ARTICLE II TRANSFER OF THE PROPERTY AND PAYMENT THEREFOR

Section 201: Covenant of Sale

Subject to all of the terms, covenants and conditions of this Agreement, the City agrees to sell and convey, and the Developer covenants and agrees to purchase and develop the Property.

Section 202: Condition of Land to be Conveyed

The City and the Developer covenant and agree that the Property shall be conveyed in an “as is” condition. The Developer agrees to accept all responsibility for environmental concerns upon the transfer of the Property. *The Developer represents that it has inspected the Property to its satisfaction in all respects.*

Section 203: Purchase Price; Payment

The purchase price (“Purchase Price”) for the Property shall be Forty Thousand Dollars (\$40,000.00) and other good and valuable consideration, which is the complete performance by the Developer of its obligations pursuant to this Agreement.

Section 204: Time of Sale and Conveyance

The sale and conveyance and delivery of possession of the Property and the purchase of the same by the Developer shall take place on or before July 31, 2024, or such other date as may be agreed upon by the parties, and shall occur at the City’s Office of Planning and Economic Development (“OPED”) at 70 Tapley Street, Springfield, Massachusetts unless otherwise agreed to by the Parties. The conveyance shall also be referred to herein as the “Closing.”

Section 205: Title and Instrument of Conveyance

The sale and conveyance of the Property shall be by Deed from the City for the Property, as defined within this Agreement, of good and marketable fee simple title free and clear of all liens and encumbrances, but subject to and with the benefit of all conditions, covenants, easements, and restrictions as of record appear or as set forth or referred to in this Agreement. The Parties understand and recognize that the Developer intends on taking title to the Property under the name as of yet created development corporation.

Section 206: Tax Stamps and Other Closing Costs

The Developer shall pay the cost of recording this Agreement, the Deed, including transfer taxes, if any, and all other instruments and plans to be recorded with the Registry.

Section 207: Adjustments

The Developer shall pay all taxes, charges or assessments (if any) allocable to the Property with respect to any period after delivery to the Developer of the Deed hereunder. In the event any portion of the Property is exempt from taxation on the assessment date next preceding the conveyance hereunder by virtue of title being vested in the City or other tax exempt entity, the Developer shall pay, pursuant to M.G.L. c. 59, § 2C and in accordance with the procedures prescribed therein, in lieu of a tax adjustment, a pro rata amount of the taxes which would have been payable to the City if such parcel had not then been exempt from taxation, for that portion of the tax year during which the Developer has title and possession. This payment in lieu of taxes shall be computed using the assumed value of the Property and using the tax rate for the current tax year if it is known, and if it is not known, the estimated tax rate established by the City Assessor. All other closing costs and adjustments, if any, shall also be paid to the City upon delivery of the Deed to the Property. The provisions of this Section shall survive delivery of the Deed.

Section 208: Conditions Precedent to Conveyance

- a. The City shall not be obligated to make conveyance of the Property unless and until the Springfield City Council has authorized and approved the transfer of the Property.
- b. The City shall not be obligated to make conveyance of the Property unless and until the Developer has provided the City with a commitment letter from the lending institution financing the Improvements.
- c. Prior to or simultaneous with the closing, the Developer shall execute and deliver to the City a Reverter Deed (the "Reverter Deed") in the same form as the attached Exhibit B. If the Developer shall fail to fully execute and deliver the Reverter Deed to the City, the Conveyance shall not take place, title to the Property will not transfer to the Developer, this Agreement shall be terminated, and the City may institute such actions or proceedings as it may deem advisable to recover payment of any of its damages, expenses and costs from the Developer.

Section 209: Default by City

In the event that the City shall be unable to give title or to make conveyance or to deliver possession of the Property as provided for herein, then all obligations of the parties hereunder shall cease and this Agreement shall be void and the parties without recourse thereunder, unless the City shall elect to use reasonable efforts to remove any defect in title or to deliver possession as herein agreed, as the case may be, in which event the City shall give written notice thereof to the Developer at or before the time for performance by the City hereunder, and thereupon the time for the performance by the City shall be extended for a period of thirty (30) days, or such longer period as the City and the Developer shall mutually agree; provided, however, that the

Developer shall have the election, either at the original or any extended time for performance, to accept such title or possession as the City can deliver to the Property and to pay therefor without deduction, in which case the City shall convey such title to the Developer. In the event that at the expiration of the extended time the City shall be unable to give title or to make conveyance or to deliver possession as herein provided; then (1) all obligations of the parties hereto shall cease; and (2) this Agreement shall be void and without recourse to the parties hereto.

Section 210. Representations and Warranties

a. The City hereby represents and warrants to the Developer, without limiting the representations, covenants and warranties of the City contained elsewhere in this Agreement, the following representations and warranties which shall be true and correct in all material respects as of the date hereof and as of the Closing date:

1. The City owns good, clear record and marketable fee simple title to the Property.
2. There are no actions, suits or proceedings pending or, to the best of the City's knowledge, threatened against the City affecting any portion of the Property or City's interest therein, at law or in equity, before or by any federal, state or other governmental department, commission, board, bureau, agency or instrumentality.
3. There are no leases, licenses (other than easements of record), occupancy or related agreements or tenancies affecting the Property.
4. The City has not entered into any other contracts for the sale of the Property, nor are there any rights of first refusal or options to purchase the Property or any other rights of others that might prevent the consummation of the transaction contemplated by this Agreement.
5. The City has not received written notice of any violation of any statute, ordinance, law, rule, regulation or code applicable or alleged to be applicable to the Property which has not been cured.
6. The City through its OPED (and any other municipal offices, departments, and officials acting on the City's behalf pursuant to this Agreement) will promptly undertake review of the Design Proposal, the Preliminary Drawings and Specifications and the Final Drawings and Specifications, and will perform such review in good faith for the limited purpose of ensuring that the exterior appearance of the Improvements will be compatible with the architecturally and historically significant elements of the Property, and further ensuring that the Property only be used for residential and mixed residential/commercial purposes. This covenant shall survive the Closing.

b. The Developer hereby represents and warrants to the City, without limiting the representations, covenants and warranties of Developer contained elsewhere in this Agreement, and as a material inducement for the City to enter into this Agreement and to consummate the

Closing hereunder, the following representations and warranties which shall be true and correct in all material respects on the date hereof and on the Closing Date as though such representations and warranties were made at and as of the Closing Date:

1. The Developer is a Corporation. Title to the Property shall be in the name of Astro Chemicals, Inc.
2. This Agreement has been duly authorized, executed and delivered by the Developer, and is the legal, valid and binding obligation of the Developer, and does not violate any provision of any agreement or judicial order to which the Developer is a party or to which the Developer is subject. All documents to be executed by the Developer which are to be delivered at the Closing will, at the time of the Closing, (i) be duly authorized, executed and delivered by the Developer, (ii) be legal, valid and binding obligations of the Developer, (iii) not violate any provision of any agreement or judicial order to which the Developer is a party or to which the Developer is subject.
3. The Developer will comply with all laws and regulations of any governmental or quasi-governmental entity having jurisdiction over the Property, the Design Proposal, or the Improvements. This covenant shall survive the Closing.
4. The Developer, or any permitted future owner of the Property, shall complete the Improvements to the satisfaction of the City, as contemplated by the terms and conditions of this Agreement. The Developer shall be solely responsible for obtaining all permits and approvals necessary to commence with the Improvements.
5. The Developer shall comply with all Massachusetts and Federal laws, rules and regulations relative to the occupancy and relocation rights of any existing commercial tenants with valid leases at the Property.

ARTICLE III RESTRICTIONS AND CONTROLS UPON REDEVELOPMENT

Section 301: Restrictions on Use

a. The Developer agrees for itself, and its successors and assigns, and every successor in interest to the Property or any part thereof, and the Deed shall contain covenants on the part of the Developer for itself, and its successors and assigns, that the Developer, its successors and assigns shall:

1. Devote the Property only to and in accordance with the uses specified in this Agreement and the Codes, as they may be amended from time to time;
2. Not discriminate upon the basis of race, color, sex, sexual orientation, religion or national origin in the construction, sale, lease or rental or in the use or

occupancy of the Property or any Improvements erected, or to be erected, thereon, or any part thereof;

b. It is intended and agreed, and the Deed shall so expressly provide, that the covenants provided in subsection (a) of this Section shall be covenants running with the land binding to the fullest extent permitted by law and equity for the benefit and in favor of, and enforceable by the City and its successors and assigns. It is further intended and agreed that the covenants provided in subsection (a) shall remain in effect for a period of twenty (20) years from the date hereof, and shall expire automatically, and without the need to execute, deliver or record any further instrument, on the date which is the twentieth (20th) anniversary of the date of this Agreement.

c. In order to effectuate the provisions of subparagraphs (2) of subsection (a) of this Section, upon request the Developer agrees to submit to the City all materials regarding its sales program (if any), including but not limited to, advertising matter, brochures, leases, proposals for establishment of sales offices, for review of all aspects of said program which relate to or have an effect upon the selection of tenants or buyers.

d. The Developer agrees for itself, its successors and assigns, that during construction and thereafter, the Developer, and its successors and assigns, shall include in all such advertising for the sale or rent of the units located in the Property, a statement to the effect that the Property is open to all persons without discrimination on the basis of race, color, sex, sexual orientation, religion or national origin.

Section 302: Submission and Initial Approval of Plans

a. The Property shall be used for the construction of the Improvements, which shall be performed in accordance with the following restrictions:

1. The site shall be designed in a form similar to the historic footprint and use of the site, activating the inactive railroad.
2. A definitive/scaled site plan for this parcel must be submitted to the Office of Planning and Economic Development (with the Developer's initial plan submission) indicating the following:
 - Location of driveways, parking areas, sidewalks, and storage of garbage/refuse;
 - Location of fencing to be installed (following the aforementioned zone change, the Zoning Ordinance requires solid fencing be installed along any residential abutter); and
 - Landscaping in accordance with Zoning Ordinance requirements
3. A full review by the Department of Public Works, as per the provisions of City Ordinance, Chapter 27, Article VIII, § 27-58 through 27-63, is required. This approval must be obtained prior to the issuance of a Building Permit from the City of Springfield.

4. The developer shall at its own expense review and apply for any necessary zoning change required to undertake the project as proposed.

All Improvements are to be built in accordance with the intent of the RFP, the Developer's Proposal in response to the RFP, the Final Drawings and Specifications subject to the approval of the City, and to all applicable standards and controls of the Code. The RFP and the Developer's proposal in response to the RFP are incorporated herein by reference.

b. The Developer shall submit the following plans to the City, and the City shall use best efforts to review and approve such plans in accordance with the dates set forth below; provided that such timeframes may be extended by mutual agreement of the parties in order to permit the Developer to address comments and incorporate reasonable recommendations offered by the City:

1. The Design Proposal shall be submitted by the Developer to the City's Office of Planning and Economic Development by the date which is not more than (60) days after the date of this Agreement; and the City shall provide its approval of the Design Proposal not more than thirty (30) days after the submission of same. Such approval shall be in the form of a written letter or certificate from the Office of Planning and Economic Development.

2. The Developer shall submit the Preliminary Drawings and Specifications to City's Office of Planning and Economic Development by the date which is not more than (60) days after the date of the City's approval of the Design Proposal; and the City shall provide its approval of the Preliminary Drawings and Specifications not more than thirty (30) days after the submission of same. Such approval shall be in the form of a written letter or certificate from City's Office of Planning and Economic Development.

3. The Developer shall submit the Final Drawings and Specifications to City's Office of Planning and Economic Development by the date which is not more than (60) days after the date of the City's approval of the Preliminary Drawings and Specifications; and the City shall provide its approval of the Final Drawings and Specifications not more than thirty (30) days after the submission of same. Such approval shall be in the form of a written letter or certificate from City's Office of Planning and Economic Development.

4. Notwithstanding anything to the contrary in this Section 302, the City may waive or combine the requirements of submitting Preliminary Drawings and Specifications and Final Drawings and Specifications, if the OPED is satisfied that the level of detail shown in the materials provided by the Developer is sufficient to allow for the adequate review and approval of the Project.

c. No work shall be done on the construction of the Improvements to be constructed on the Property unless such work conforms in all material respects with the approved Final Drawings and Specifications, except and only to the extent that material modifications thereof

have been requested by the Developer in writing and have been approved in writing by the OPED. No work shall be done with respect to all or any part of the Improvements or with respect to such changes or alterations unless such work conforms with such approved, or amended and approved, Final Drawings and Specifications for that portion of the work to be performed.

d. In submitting all plans and specifications to the City for its approval, the Developer shall consider best practices in urban design, including but not limited to pedestrian friendly design and enhancements, landscape improvements, and active ground floor uses. The City will provide a summary of required documents needed for Site Plan review.

e. No sign shall be erected or placed on the exterior of any building located on the Property, which is not enclosed within a building, unless the character, location, design, size, shape, form and lighting of such sign shall have been approved by the OPED in writing, and complies with city zoning and historic district regulations. Flashing, exposed neon signs or signs other than those relating to businesses on the site, if any, shall not be permitted.

Section 302A: Modifications to Approved Plans

a. The Developer shall seek from the OPED approval for any material deviations from the approved Final Drawings and Specifications. For the purposes of this Agreement, a “material deviation” will occur if Developer proposes to make a change to the Final Drawings and Specifications which would affect any of the following: (1) the location of the Improvements, or its respective height, width, length, massing, fenestration, exterior facade materials or exterior architectural detailing as shown on the Final Drawings and Specifications; (2) the architectural designs or dimensions of, or any materials or architectural detailing shown on the Final Drawings and Specifications of, any public lobbies or spaces, (3) the design of open spaces and the landscaping for such spaces in each case, other than *de minimus* variations or those variations required to comply with applicable legal requirements, or (4) in the event that the Developer elects to alter the plan submitted to the City for the development of the Property, it shall be required to obtain written permission from the OPED prior to making said changes. If the OPED neither approves nor disapproves the proposed change in writing within thirty (30) days of receipt of a written request to approve a material deviation from the approved Final Drawings and Specifications, then it shall be deemed approved; provided, however, that any transmittal of any request for approval of such a material deviation shall be in accordance with the provisions of Section 807 hereof.

b. In the event the Developer shall fail to comply with the foregoing requirements, the City may, within a reasonable time after discovery thereof by the City, direct in writing that the Developer so modify or reconstruct such portion or portions of the Improvements erected or being erected as are not in conformance with the approved Final Drawings and Specifications or any approved modifications thereof. The Developer shall promptly comply with such a directive. In addition to any other remedies available under this Agreement, the City may enforce the provisions of this subsection 302A(b) by an action in a court of appropriate jurisdiction to compel specific performance.

Section 303: Construction of the Improvements.

a. The Developer shall begin the construction of the Improvements on the Property in accordance with the approved Final Drawings and Specifications not later than ninety (90) days after delivery of the Deed to the Developer. Developer shall erect and properly maintain at all times as required by the conditions and the progress of work performed by or at the request of Developer from time to time during construction of the Improvements, all necessary safeguards for the protection of workers and the public.

b. The Developer shall diligently prosecute to completion the construction of the Improvements and shall complete such construction not later than twenty-four (24) months from the date of the delivery and conveyance of the Deed, or as may be extended by written permission of the City, which shall not be unreasonably withheld. In no event shall an extension be given for a period of more than twelve (12) months.

c. The Developer shall submit to the OPED, for approval, a detailed estimated progress schedule at the time of commencement of construction. This schedule shall be resubmitted every six (6) months, unless requested otherwise, until the construction of the Improvements has been completed, with actual progress shown in each submission. This submission shall be accompanied by a written report by the Developer citing any adjustments to the progress forecast, analyzing the causes thereof, and, where applicable, noting corrective efforts which shall be reasonably satisfactory to the City.

d. It is intended and agreed that the agreements and covenants contained in this Section 303 with respect to the beginning and completion of the Improvements in the Property shall be covenants running with the land.

e. The Developer shall, at all times, have a Massachusetts licensed architect and/or engineer supervising the Project where required by Massachusetts or Federal Law.

Section 304: When Improvements Completed; Certificate of Completion

a. The construction of the Improvements in the Property shall be deemed completed for the purposes of this Agreement when the Improvements shown on the approved Final Drawings and Specifications, and any approved modifications thereof, have been built and are ready for occupancy and a Certificate of Occupancy has been issued therefor. The completion of the Improvements shall be certified by the City by the issuance of a written certificate of completion ("Certificate of Completion") by the OPED on behalf of the City.

b. The Developer shall notify the City in writing when construction is complete, and shall request a final inspection of the Improvements (a "Completion Notice"). The City shall inspect the Improvements within twenty (20) business days after receipt of the Completion Notice. The Developer agrees that the City shall be under no obligation to issue a Certificate of Completion until such time as the City has had a reasonable opportunity to inspect the Improvements and to confirm that the Improvements are consistent with the approved Final Drawings and Specifications, and any approved modifications thereto. The City shall not be

required to make an inspection hereunder unless and until the Developer has provided the Completion Notice.

b. The Certificate of Completion shall be in form acceptable for filing at the Registry of Deeds, and shall be a conclusive determination of satisfaction and termination of the agreements and covenants in this Agreement and in the Deed with respect to the obligations of the Developer to construct the Improvements (or separable portion thereof); provided, however, that such Certificate of Completion shall not (i) constitute evidence of compliance with or satisfaction of any obligation of the Developer to any Lender, or any insurer of a mortgage, securing money loaned to finance the Improvements, or any part thereof on the purchase of the Property, or (ii) terminate such indemnification obligations of the Developer which by the terms hereof are to survive the issuance of a Certificate of Completion.

c. If the City shall refuse or fail to provide any certification in accordance with the provisions of this Section, the City shall, within thirty (30) days after receipt by the City of a written request by the Developer, provide the Developer with a written statement, indicating in adequate detail in what respects the Developer has failed to complete the Improvements in accordance with the provisions of this Agreement or is otherwise in default and what measures or acts it will be necessary, in the opinion of the City, for the Developer to take or perform in order to obtain such certification. Notwithstanding anything to the contrary contained herein, the City shall have no obligation to issue a Certificate of Completion during the existence of any Event of Default hereunder.

Section 305: Prompt Payment of Obligations

The Developer shall make, or cause to be made, prompt payment of all monies due and legally owing to all persons, firms and corporations doing any work, furnishing any materials or supplies or renting any equipment to the Developer or any of its contractors or subcontractors in connection with the development and construction of any of the Improvements required by this Agreement to be constructed in the Property; provided, however, that payment shall not be required in the event that the contract requiring payment has been breached by the contractor or subcontractor, or such breach has been alleged, or there exists other legal dispute between Developer and the contractor or subcontractor. This provision shall survive the issuance of a Certificate of Completion.

ARTICLE IV TRANSFER AND MORTGAGE OF DEVELOPER'S INTEREST

Section 401: Transfer of Interest in Property by Developer

a. Prior to the completion of the construction of the Improvements on the Property in accordance with Section 304 of this Agreement, no interest or portion thereof of any partner of the Developer (which terms shall be deemed to include successors in interest of such interest), shall be transferred, or caused or suffered to be transferred, except (i) the special limited partnership interest of the Developer shall be allowed to be transferred to the general partner or an affiliate of the general partner, or any other limited partner (ii) the limited partnership interest of Developer shall be allowed to be transferred to an investor limited partner in connection with

the sale of Federal Low Income and/or Historic Tax Credits, or (iii) as provided in Section 402 hereof, without the written approval of the OPED. There shall not be any other change in the ownership of such membership interests or in the relative distribution thereof or change in identity of the parties in control, or in the degree of control of the Developer, by any other methods or means, without prior written approval of OPED. The Developer shall advise the City of any and all such proposed changes in ownership and shall in addition furnish the City with an up-to-date list of all present and proposed new owners thereof, setting forth the amounts of such interest owned or to be owned by each owner, and with any other information relating to such proposed change which the City shall require.

b. The Developer agrees that it will not, after delivery of the Deed and prior to the completion of the construction of all the Improvements on all parts and parcels of the Property, make or suffer to be made, any assignment, lease, or any other manner of transfer of its interest in the Property or any portion thereof, or in this Agreement, unless it is permitted by Section 401(a), Section 402, or it complies with the following conditions:

1. The transferee or transferees shall have been approved as such in writing by the City. By way of explanation, and not of restriction, the City shall expect the transferee or transferees to meet all the same conditions as the Developer.

2. The transferee or transferees, by valid instrument in writing, satisfactory to the City, shall have expressly assumed for themselves and their successors and assigns, and directly to and for the benefit of the City, all obligations of any person or persons, including the Developer, to begin, complete, and or maintain and operate, as applicable, the Improvements and all obligations of the Developer provided for in this Agreement; provided that failure to so assume such obligations shall not (unless and only to the extent otherwise specifically provided in this Agreement or agreed to in writing by the City) relieve or except such transferee or successor of or from obligations, conditions, or restrictions, or deprive or limit the City of or with respect to any rights or limitations or controls with respect to the Property or the construction of the Improvements; it being the intent of this, together with other provisions of this Agreement, that (to the fullest extent permitted by law and equity and excepting only in the manner and to the extent specifically provided otherwise in this Agreement) no transfer of or change, with respect to ownership, possession, or control, shall operate legally or practically, to deprive or limit the City of or with respect to any rights or remedies or controls provided in or resulting from this Agreement with respect to the Properties and the construction of the Improvements that the City would have, had there been no such transfer or change. In the event of any such transfer without such assumption of obligations, the Developer shall pay to the City the expenses and costs of any actions or proceedings instituted to enforce all such obligations, conditions, and restrictions, and all of the City's said rights, remedies, and controls as against such transferee. Therefore, in the absence of a specific written agreement by the City to the contrary, no such transfer or approval thereof by the City shall be deemed to relieve the Developer or any other party bound in any way by this Agreement or otherwise with respect to the construction of the Improvements from any of its obligations with respect thereto.

3. Any consideration obtained by the Developer from the transferee or transferees in excess of an amount representing the actual cost to the Developer of the Property or interest therein transferred, including the cost of any Improvements made thereon (including reasonable overhead and developer's fee) and carrying charges, shall be paid over to the City.

4. The City Solicitor shall review, and the Chief Development Officer shall approve, all instruments and other legal documents involved in effecting a transfer permitted under this Section 401(b).

c. In the event that Developer transfers its interest in all or any part of the Property without the required consent of the City, and such transferee shall cause a breach of the obligations set forth in this Agreement prior to receipt of the Certificate of Completion granted pursuant to Section 304, the Developer shall be responsible, jointly and severally with the transferee, for curing or effecting the cure of such violation. If the Developer shall fail or refuse to affect such cure, the City may institute such actions or proceedings against the transferee and/or the Developer as the City deems appropriate, including actions and proceedings to compel specific performance. Payment of all costs and expenses, which may be incurred by the City in instituting and prosecuting such actions or proceedings, shall be governed by Section 501 of this Agreement.

d. After completion of the Improvements or any applicable portion thereof, as certified by the City by issuance of a Certificate of Completion, the Developer may assign or otherwise transfer any portion of or interest in the Property (including the deemed transfers under Section 903), or any interest in the Developer may be assigned or transferred.

Section 402: Mortgage of Property

a. Notwithstanding any other provisions of this Agreement, and subject to the approval of the City, the Developer shall at all times, have the right to encumber, pledge, or convey its rights, title and interest in and to the Property, or any portion or portions thereof, and members of the Developer, shall have at all times the right to encumber their individual membership interests, by way of a bona fide mortgage to secure the payment of any loan or loans obtained by the Developer to finance the development, construction, repair or reconstruction of any of the Improvements required to be constructed by this Agreement, or to refinance any outstanding loan or loans therefor obtained by the Developer for any such purpose; the Developer and its individual members, as the case may be, shall give prior written notice to the City of its or their request to exercise such rights hereunder, including in such notice the name(s) and address(es) of such mortgagee(s) and any other information regarding the mortgagee(s) and mortgage documents which the City may require.

b. The holder of any such mortgage (including a holder who obtains title to the Properties or any portion thereof by foreclosure or action in lieu thereof, but not including a party who obtains title through such holder or any purchaser at a foreclosure sale other than the holder) shall be deemed a "Lender" hereunder and shall not be obligated by this Agreement to

construct or complete the Improvements or to guarantee such construction or completion, but shall have the options described in Section 403.

c. The City confirms that from and after the issuance of a final Certificate of Completion for all of the Improvements, all restrictions as may be expressed or implied under Sections 401 or 402 shall terminate and no longer be of any force and effect.

Section 403: Rights and Duties of Mortgagee Upon Acquisition Prior to Completion

a. If a Lender, through the operation of its contract to finance the Improvements required by this Agreement to be constructed by the Developer in the Properties, or by foreclosure (or any other party who obtains title through such Lender or any purchaser at a foreclosure sale), acquires fee simple title to the Property or any part thereof prior to the completion of all such Improvements, the Lender (or such other person) shall, if applicable, have the following options:

1. Complete construction of such Improvements in accordance with the approved Final Drawings and Specifications and this Agreement, and in all respects comply with the provisions of this Agreement; or
2. Sell, assign, or transfer, with the prior written consent of the City, fee simple title to the Property or any part thereof to a purchaser, assignee or transferee who shall expressly assume all of the covenants, agreements and obligations of the Developer under this Agreement in respect of the Property or part thereof, by written instrument satisfactory to the City and recorded in the Registry; or
3. Reconvey fee simple title to the Property to the City, in which event the provisions of Section 702 relative to resale shall apply.

b. In the event that a Lender (or such other person) elects to complete construction pursuant to (a)(1) above, or sells, assigns or transfers pursuant to (a)(2) above, the City shall extend the time limits set forth in Section 303 herein as shall be reasonably necessary to complete construction of the Improvements, and upon such completion, the Lender (or such other person), as the case may be, shall be entitled to the Certificate(s) of Completion pursuant to Section 304.

Section 404: Rights and Duties of Mortgagee Upon Acquisition After Completion

If a Lender, through the operation of its contract to finance the Improvements required by this Agreement to be constructed by the Developer in the Property, or by foreclosure acquires fee simple title to the Properties or any portion thereof after completion of all Improvements, said Lender for the period during which said Lender holds such title, shall comply with applicable provisions of this Agreement.

Section 405: Additional Encumbrances

Notwithstanding anything contained herein to the contrary, the Developer shall have the right to grant easements to utility providers and other parties in order to effectuate the construction of the Improvements and the use, occupancy and operation of the Property as contemplated herein.

ARTICLE V INDEMNIFICATION

Section 501: Reimbursement and Indemnification of the Indemnified Parties

The Developer shall pay all actual costs and expenses (including without limitation, reasonable attorneys' fees and expenses), and the amounts of all judgments and decrees which may be incurred by the City in connection with any actions taken or proceedings brought to enforce the obligations of the Developer set forth in this Agreement, to the extent the City prevails in such proceedings. The Developer shall defend and hold harmless the City from and against any claims, actions, damages, costs and expenses (including without limitation, reasonable attorneys' fees and expenses) which the City incurs in connection with (i) the Developer's exercise of its rights hereunder with respect to the Properties prior to the conveyance of the Properties to the Developer, (ii) the Developer's conduct of its obligations hereunder, and/or (iii) the Developer's breach of any of its obligations hereunder, other than as caused by such City's gross negligence or willful misconduct. It is expressly understood, however, that no Lender shall be liable to the City for any costs, expenses, judgments, decrees or damages which shall have accrued against the Developer; provided however, that if a Lender acquires title to the Property or control of the Developer after the Developer has become liable for any costs, expenses, judgments, decrees or damages, then such Lender shall take subject to (but shall not be personally liable for) such liabilities incurred prior to such Lender's acquiring its interest in the Property or the Developer. The provisions of this Article shall survive the issuance of a Certificate of Completion.

ARTICLE VI INSURANCE

Section 601: Insurance Coverage

a. For twenty (20) years from the date hereof, the Developer, its successors and assigns, shall keep the insurable property and equipment insured by fire and extended insurance and additional risk insurance to the same extent and amount which is normally required by institutional mortgagees in the use of similar property and equipment in the City. Such insurance shall be in an amount sufficient to comply with the co-insurance clause applicable to the location and character of the property or equipment, and, in any event, in amounts not less than eighty per centum of the current cash value of such property or equipment. All such insurance shall be by standard policies, obtained from financially sound and responsible insurance companies authorized to do business in Massachusetts, and shall have attached thereto a clause making the loss payable to the Developer, the mortgagee, and, subject to the rights of the mortgagee, the City as their respective interests may appear.

b. Each insurance policy shall be written to become effective at the time the Developer becomes subject to the risk or hazard covered thereby, and shall be continued in full force and effect for such period as the Developer is subject to such risk or hazard.

c. Certificates of such policies and renewals shall be provided to the City upon request of the City.

Section 602: Non-Cancellation Clause

All insurance policies shall provide that any cancellation, change or termination thereof shall not be effective with respect to the City until after at least thirty (30) days prior notice has been given to the City to the effect that such insurance policies are to be canceled, changed, or terminated at a particular time.

Section 603: City May Procure Insurance if Developer Fails to Do So

If the Developer, its successors and assigns, at any time refuses, neglects or fails to secure and maintain in full force and effect any or all of the insurance required pursuant to this Agreement, then the City may, at its option, and after thirty (30) days advance written notice to Developer, procure or renew such insurance, and all amounts of money paid therefor by the City shall be payable by the Developer, its successors and assigns, to the City; with interest thereon at the rate of ten per cent (10%) per annum from the date the same were paid by the City to the date of payment thereof by the Developer, its successors and assigns. The City shall notify the Developer, its successors and assigns, in writing of the date, purposes, and amounts of any such payments made by it.

Section 604: Developer's Obligations with Respect to Restoration and Reconstruction

a. Whenever any Improvements, or any part thereof, constructed on the Property shall have been damaged or destroyed prior to the expiration of this Agreement, or until such date thereafter to which such term may be extended by proper amendment of the Plan, or for two (2) years from the date hereof, whichever is longer, the Developer while owner thereof, or its successors or assigns, shall proceed promptly to establish and collect all valid claims which may have arisen against insurers or others based upon any such damage or destruction. Subject to the rights of Lenders or investors permitted hereunder, all proceeds of any such claim and any other monies provided for the reconstruction, restoration or repair of any such Improvements shall be deposited in full in a separate account of the Developer or of any mortgagee.

b. If permitted by Lenders of record permitted hereunder, the insurance money and any other proceeds so collected shall be used and expended for the purpose of fully repairing or reconstructing the Improvements which have been destroyed or damaged to a condition at least comparable to that existing at the time of such damage or destruction to the extent that such insurance money and other proceeds may permit. Any excess proceeds after such repair or reconstruction has been fully completed shall be retained by the Developer, subject to the rights of any Lender of record permitted hereunder and the rights of the City.

c. The Developer, with the written approval of the City and any mortgagee of record permitted hereunder, may determine that all or any part of any such damage to or destruction of such Improvements shall not be reconstructed, restored, or repaired, and in such event, the proceeds of any claims against insurers or others arising out of such damage or destruction, to the extent not used for such reconstruction, restoration, or repair shall be retained by the Developer, subject to the rights of such mortgagee and the rights of the City.

d. Unless otherwise agreed by the parties in writing, any reconstruction or repair undertaken pursuant to the provisions of this Section shall in all respects be in accordance with and conform to the provisions of the approved Final Drawings and Specifications.

e. In no event shall the Developer be obligated to incur costs for repair and reconstruction in excess of the proceeds, if any, received from claims which may have arisen and been settled against insurers or others on account of damage or destruction for construction, restoration or repair; and if there be insufficient monies received, the Developer shall have no obligation to reconstruct, restore or repair. Developer agrees to exercise all reasonable efforts to obtain such permits and approvals as are necessary to reconstruct, restore or repair such Improvements, but Developer shall in no event be obligated under this Agreement to reconstruct, restore or repair such Improvements if applicable laws or regulations do not allow the same to be accomplished.

Section 605: Commencement and Completion of Reconstruction

Subject to any rights of Lenders or Investors, the Developer shall commence to reconstruct or repair any Improvements and equipment in the Property, or any portion thereof, which have been destroyed or damaged prior to the expiration of the term of this Agreement, or within one year (1) year from the date hereof, whichever is longer, within a period not to exceed six (6) months after the insurance or other proceeds with respect to such destroyed or damaged property have been received by the Developer.

ARTICLE VII RIGHTS AND REMEDIES IN EVENT OF BREACH BY DEVELOPER

Section 701: Failure or Refusal by Developer to Purchase Fee Simple Title

If the Developer shall fail or refuse to submit a Design Proposal or Working Drawings and Specifications satisfactory to the City as provided in Section 302 of this Agreement, or shall fail or refuse to complete the purchase and accept possession of the Property upon proper tender of conveyance by the City pursuant to this Agreement, or there is any unauthorized change in the ownership or distribution of the relative membership interests in the Developer or with respect to the identity of the parties in control of the Developer or degree thereof, all the remedies available to the City under Section 705 of this Agreement shall apply to defaults under this Section 701. The City Closing Certificate shall state that Developer has fully satisfied the requirements of this Section 701.

Section 702: Consequence of Certain Breaches by Developer

a. If, prior to completion of the Improvements, as evidenced by the issuance of a Certificate of Completion therefore:

1. The Developer shall fail to perform any of its obligations under this Agreement, including without limitation with respect to commencement, diligent prosecution, or completion of construction of Improvements; or

2. The Developer shall fail to pay any real estate taxes or assessments on the Property or any part thereof when due, or shall place or suffer to be placed thereon any encumbrances or liens other than the mortgage lien(s) and easements authorized by this Agreement where proper notice has been provided to the City; or

3. There is a violation of Sections 401(a) or 401(b) of this Agreement with respect to a transfer of the Property or any part thereof, or a change in the ownership or control of or interests in the Developer;

then, the City shall in writing notify the Developer and the Lenders of which the City has notice, of such failure or violation. The Developer and any Lenders shall thereupon have ninety (90) days from the receipt by it of such written notice to cure such failure or violation. If the Developer does not cure such failure or violation within the ninety (90) day period (or within such extended period of time as may be established by the City acting solely in its discretion) and if the Lenders in replacement thereof do not exercise their rights to cure such violation or failure as provided in Section 704 hereof, then an “Event of Default” shall be deemed to exist.

b. Upon the occurrence of an Event of Default, the Developer shall be immediately allowed to record the Reverter Deed at the Hampden County Registry of Deeds to recover title to the Property promptly together with all of the Improvements thereon, without cost to the City, provided that such reconveyance (i) shall be subject to any existing building loan agreements and mortgages thereon permitted under this Agreement, and (ii) shall not include any portions of the Property with respect to which a Certificate of Completion has been issued pursuant to Section 304.

c. Upon the occurrence of an Event of Default, the City shall also have the right to re-enter and take possession of the Property and to terminate (and revert in the City) the estate conveyed by the Deed to the Developer, it being the intent of this, together with other provisions of this Agreement, that the conveyance of the Properties to the Developer shall be made upon, and that the Deed shall contain, a condition subsequent to the effect that in the Event of Default, the City at its option may declare a termination in favor of the City of the title, and of all the rights and interests in the Property and that such title, and all rights and interest of the Developer, and any assigns or successors in interest, in the Properties, shall revert to the City; provided, that such condition subsequent and any reversion of title as a result thereof in the City: (i) shall always be subject to and limited by and shall not defeat, render invalid, or limit in any way the lien of any mortgage authorized by this Agreement, or any rights or interests provided herein for

the protection of the Lenders, and (ii) shall not apply to portions of the Property with respect to which a Certificate of Completion has been issued pursuant to Section 304.

d. If the Developer or a Lender reconveys to the City, pursuant to this Section 702 or Section 403, or if the City shall re-enter pursuant to this Section 702, the City shall undertake with due diligence to resell the Property so reconveyed or which it has so re-entered, and the Improvements thereon; and the proceeds of such resale, together with the net income, if any, derived by the City from its operation and management of the Property subsequent to such reconveyance shall be used:

1. First: to reimburse the City for all out of pocket costs and expenses reasonably and proximately incurred by the City, including a reasonably allocated portion of the salaries of City personnel, in connection with the recapture, management and resale of the Property and all administrative and overhead costs in connection therewith;

2. Next: to reimburse the City for expenditures made or obligations incurred with respect to the making or completion of improvements on or for the Property for which it has not otherwise been reimbursed;

3. Next: to pay all taxes, payments in lieu of taxes, public charges and other sums owing to the City with respect to the Property up to the time of such resale (or in the event the Property is exempt from taxation during the period of ownership thereof by the City, an amount equal to such taxes as would have been payable if the Property were not so exempt); and

4. Next: in their respective order of priority to pay any and all mortgage indebtedness authorized by this Agreement and to make all and whatever payments may be necessary to discharge any other encumbrances or liens existing or threatened in the Property, in favor of mechanics, materialmen or subcontractors;

5. Next: if there is any balance of proceeds remaining, to use the balance of the proceeds to reimburse the Developer for and up to the amount expended by it in the purchase and improvement of the Property less any profit theretofore realized by the Developer from the disposition of any interest in the Property or in any individual part or parcel thereof, and any income realized by the Developer from its use of the Property or such part or parcel; and

6. Finally: Any balance remaining shall remain the property of the City.

Section 703: Notices of Breaches to Lenders

If the City gives written notice to the Developer of default under this Agreement, the City shall forthwith furnish a copy of the notice to each of the Lenders of record of the Property permitted under this Agreement, which the City has been provided notice of from the Developer. To facilitate the operation of this Section 703, the Developer shall at all times keep the City provided with an up-to-date list of names and addresses of Lenders from whom the Developer

has obtained loans as permitted under this Agreement. Any such Lender may notify the City of its address and request that the provisions of Section 807 as they relate to notices apply to it.

Section 704: Lender May Cure Breach of Developer

a. If the Developer has received notice from the City of a default under this Agreement and such breach is not cured by the Developer before the expiration of the period provided therefor, if any, the Lenders as permitted under this Agreement may cure any such breach upon giving written notice of their intention to do so to the City within ninety (90) days after such Lender receives such notice of breach, and the City shall accept such cure to the extent as if tendered by the Developer, and such Lender shall thereupon proceed with due diligence to cure such breach (which cure may include, without limitation, the exercise of such Lender's rights and remedies on account of a default by the Developer under the applicable loan documents).

b. In the event any Lender elects to complete the Improvements as herein provided, or to cure any other breach, such Lender shall be afforded an additional period of time, as specified below, to complete construction of the Improvements, and to enable the Lender and its transferee to obtain possession and control of the Property, or portion thereof in question, by foreclosure or otherwise, and to correct such breach, and following the completion of the Improvements in accordance with the provisions of this Agreement, such Lender shall be entitled to receive a Certificate of Completion, as contemplated in Section 304.

c. The additional period of time referenced in the foregoing paragraph shall be equal to the period specifically allowed Developer under this Agreement to complete the Improvements as herein provided, or in the event of any other breach, the period, if any, specifically allowed to cure such breach, or if this Agreement provides no such specific period for such cure, then a period equal to ninety (90) days after such Lender delivers such written notice that it intends to cure such breach.

Section 705: Remedies for Other Breaches

It is understood by the parties hereto that in the event any party shall fail to comply with or violate any of the provisions of this Agreement, then the other party hereto may institute such actions and proceedings as may be appropriate, including actions and proceedings to compel specific performance and payment of all damages, expenses, and costs. Neither these remedies nor that class of remedies more particularly described in this Agreement shall be exclusive unless specifically so described, provided, however, that the remedies prescribed in Section 706 for the defaults therein described shall be exclusive.

Section 706: Equal Opportunity Compliance Policy and Breach Thereof

a. If, at any time prior to the issuance of the final Certificate of Completion pursuant to the terms of Section 304 hereof, the applicable authority of the City shall find that the Developer has violated the requirements of the City's "Equal Opportunity Compliance Policy" the City shall issue notice of such violation, setting forth the nature of the violation and facts to

support the finding of violation. Such notice shall be sent certified mail, return receipt requested, to the Developer.

b. The Developer shall have the right to appeal such notice of violation within thirty (30) days of receipt of the notice thereof. Within thirty (30) days after receipt by the City of written notice of the Developer's intention to appeal said finding, the applicable City authority shall hear such appeal at a public meeting.

c. Upon the failure of the Developer to appeal the notice of violation, or upon a determination by the City, subsequent to any appeal, that the Developer has failed to comply with the requirements of the City's "Equal Opportunity Compliance Policy," all the remedies available to the City under Section 705 of this Agreement shall apply to the defaults described in this Section 706. Nothing herein shall limit the remedies, which may be available to private persons affected by such defaults of the Developer.

d. Upon the failure of the Developer to appeal the notice of violation, or upon the determination by the City, subsequent to an appeal of the finding, that the Developer has failed to comply with the requirements of the City's "Equal Opportunity Compliance Policy," the applicable City official shall send a notice of his finding and any City action related thereto to the following: (i) Mayor, City of Springfield; (ii) all Lenders; and (iii) such other interested parties as the City may deem appropriate.

ARTICLE VIII MISCELLANEOUS PROVISIONS

Section 801: Obligations and Rights and Remedies Cumulative and Separable

The respective rights and remedies of the City and the Developer, whether provided by this Agreement, or by law, shall be cumulative, and the exercise of any one or more of such rights or remedies shall not preclude the exercise, at the same or different times of any other such rights or remedies.

Section 802: Finality of Approvals

Where, pursuant to this Agreement, any document or proposed action by the Developer is submitted by it to the City, and the Developer has been notified in writing by the City that the same is approved or is satisfactory, such determination shall be conclusively deemed to be a final determination by the City with respect to such particular document or proposed action for which such approval or notice of satisfaction was given. Where the consent or approval of the City is required hereunder, such consent or approval shall not be unreasonably withheld or delayed, nor shall it be made contingent upon or structured so as to require, directly or indirectly, the payment of any fee or charge by the Developer or any other interested party. Whenever there is hereunder a requirement that anything, act or circumstance shall be satisfactory to the City or shall be done and performed to the City's satisfaction or there is any other requirement of similar import, the standards of reasonableness and customary practice with respect to projects of comparable size,

location, and complexity as the Project shall be used by the City in determining the adequacy and sufficiency of the Developer's performance.

Section 803: How Agreement Affected by Provisions Being Held Invalid

If any provisions of this Agreement are held invalid, the remainder of this Agreement shall not be affected thereby, if such remainder would then continue to conform to the requirements of applicable laws and of the Code.

Section 804: Covenants to be Enforceable by the City

The covenants herein contained, in addition to all covenants, restrictions and requirements contained within the RFP, which are expressed to be covenants running with the land, shall be stated or incorporated by reference in any instrument of conveyance or lease relating to the Property or any portion thereof or any interest therein and shall in any event and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by, the City against the Developer (including its successors and assigns to or of the Property or any part thereof or any interest therein and any party in possession or occupancy of the Property or any part thereof).

Section 805: Compliance with Laws

Developer agrees throughout the term of this Agreement, and for its successors and or assigns, at Developer's sole cost and expense, promptly to comply with, and cause the Property to be maintained in conformity with, and not in violation of all applicable laws and the orders, rules, regulations and requirements of the federal, state and city governments and offices thereof, and the orders, rules, regulations and requirements of the water, sewer (including the Springfield Water and Sewer Commission), electrical or other inspection departments with jurisdiction in the City of Springfield, whether such laws, ordinances, orders, rules, regulations and requirements are foreseen or unforeseen, ordinary or extraordinary, and whether or not the same require structural repairs or alterations. Developer will, likewise, observe and comply with the requirements of all policies of public liability, fire and other policies of insurance at any time in force with reference to the Property (or Improvements thereon). The Developer understands its obligation at all times during the performance of the Improvements and use of the Property, to comply with all applicable laws, rules regulations, and by-laws of the United States Environmental Protection Agency and the Massachusetts Department of Environmental Protection. Without limiting the generality of other provisions of this Agreement, Developer shall indemnify, hold harmless and defend the City from any loss, cost, liability or expense which may be incurred by such non-compliance.

Section 806: City Officers Barred From Interest

a. No member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement or the Developer, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal

interest or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested. No member, official or employee of the City shall be personally liable to the Developer or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Developer or to its successors or on any obligations under the terms of this Agreement.

b. After the date hereinabove first written, the Developer shall not, without a prior finding by the City that such action is consistent with the public interest, employ in connection with its obligations under this Agreement, any person who has participated in the planning or execution of the Project and who is named on any list which may be furnished by the City to the Developer as having so participated, or permit any such person to directly or indirectly acquire an interest (except an interest based upon the ownership of its capital stock if such stock is publicly held or offered) in the Developer or in the Properties prior to the completion of the Improvements thereon in accordance with this Agreement and the Plan.

c. The Developer covenants that it has not employed or retained any company or person (other than a full-time bonafide employee working for the Developer) to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person any percentage, or brokerage fee, contingent upon or resulting from the execution of this Agreement.

Section 807: Approvals and Notices

Except as otherwise specifically provided in this Agreement, whenever under this Agreement approvals, authorizations, determinations, satisfactions, or waivers are required or permitted, such approvals, authorizations, determinations, satisfactions or waivers shall be effective and valid only when given in writing signed by a duly authorized officer of the City or Developer, and shall be deemed given when deposited in the United States mail and sent registered or certified, postage prepaid, to the principal office of the party to whom it is directed, which is as follows:

Developer:	_____

With a copy to:	Attorney _____

City:	Chief Development Officer City of Springfield 70 Tapley Street Springfield, Massachusetts 01104
with a copy to:	Office of the City Solicitor 36 Court Street

Springfield, MA 01103

The parties shall promptly notify each other of any change of their respective addresses set forth above, after which notification such new address shall become the notice address hereunder. Notice and other communications to Lenders shall be deemed given when deposited in the United States mail and sent registered or certified, postage prepaid, to the last known address of the party concerned. Any requests for approvals made by the Developer to the City where such approvals shall be deemed granted after a period of non-reply by the City shall, as a condition to the effectiveness thereof, be prefaced with the following language printed in capital letters in boldface type:

**“NOTICE
THIS REQUEST FOR APPROVAL REQUIRES IMMEDIATE REPLY. FAILURE TO
RESPOND WITHIN __ BUSINESS DAYS SHALL RESULT IN
AUTOMATIC APPROVAL.”**

Section 808: Matters to be Disregarded

The titles of the several articles and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

Section 809: Obligations to Continue

Except as to obligations to be performed at or prior to the time of closing of the sale and conveyance of fee simple title to and delivery of possession of the Property, the provisions of this Agreement shall survive the time of closing and the sale and conveyance of fee simple title to and the delivery of possession of the Property to the Developer, but shall not survive issuance of the Certificate of Completion by the City as to any applicable portion of the Properties, except to the extent expressly stated herein, in the Deed or in the Certificate of Completion.

Section 810: Excusable Delays

For the purposes of any of the provisions of this Agreement, neither the City nor the Developer, as the case may be, shall be considered in breach of or default in its obligations with respect to the preparation of the Property for redevelopment, or the beginning and completion of construction of the Improvements, or progress in respect thereto, in the event of unavoidable delay in the performance of such obligations due to causes beyond its control and without its fault or negligence, including but not restricted to, acts of God, or of the public enemy, acts of the Government, acts of the other party, fires, floods, or other casualties, epidemics, quarantine restrictions, labor disputes, freight embargoes, and unusually severe weather or delays of the Contractor or any sub-contractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the Developer with respect to the preparation of the Properties for redevelopment or with respect to construction of the Improvements, as the case may be, shall be extended for the period of the enforced delay. Provided, that the party seeking the benefit of

the provisions of this Section shall, within a reasonable period after the beginning of any such enforced delay, have first notified the other party thereof in writing stating the cause or causes thereof and requesting an extension for the period of the enforced delay. In calculating the length of the delay, the City shall have final say, and shall consider not only actual work stoppages but also any consequential delays resulting from such stoppages as well. Failure to secure a building permit shall, only with the concurrence of the City, be cause for such extension.

Section 811: Advertising

The Developer agrees for itself, its successors, and assigns, that during construction and thereafter the Developer, and its successors and assigns, shall include (if applicable) in all advertising for the sale or rental of the Property a statement to the effect (a) that the Property is open to all persons without discrimination on the basis of race, religion, sex, sexual preference, color or national origin.

Section 812: Agreement Binding on Successors and Assigns

The respective provisions of this Agreement, in accordance with their terms, shall be binding upon, and shall inure to the benefit of the successors and assigns of the Developer and the public body or bodies succeeding to the interests of the City, and to any subsequent grantees of the Property.

Neither the Developer nor any successor in title to the Property shall be liable for any breach hereof accruing after the period during which it was owner of the Property, except, with regard to the parcel(s) conveyed pursuant to Subsection (c) of Section 401 of this Agreement, such liability shall cease only upon issuance of the Certificate of Completion pursuant to Section 304 of this Agreement. No Lender shall be deemed to be the owner of the Properties for the purposes of this Agreement until it shall have foreclosed the mortgage thereon or shall have acquired title by deed in lieu of foreclosure.

The City agrees to look only to the assets of the Developer and not to the assets of any member of the Developer in the event of any breach by the Developer of its obligations hereunder, it being understood that in no event shall the assets of any member or manager of the Developer, other than their interest in the Property, be subject to liability for any such breach.

Section 813: Obligation to Pay Costs

Developer agrees to pay and be liable for the payment of all costs and charges, including the reasonable fees of counsel engaged by the City and the amounts of all judgments and decrees in any action or proceeding incurred in exercising rights of the City under this Agreement, on account of any default or breach of condition by Developer, or occurrence of condition which, under this Lease, confers upon Developer the right to exercise remedies available to the City during an Event of Default of Developer including, without limitation, such costs and expenses incurred in enforcing the City's right to possession of the Property.

Section 814: Waivers

Any right or remedy which the City or the Developer may have under this Agreement, or any of its provisions, may be waived in writing by the City or the Developer, as the case may be, without execution of a new or supplementary Agreement, but any such waiver shall not affect any other rights not specifically waived, and no waiver by the Developer of a right under Section 701 or 702 shall be effective unless approved in writing by everyone then entitled to be given notice under Section 703.

Section 815: Environmental and Other Regulatory Matters

The Developer shall cause the Property to comply with all Applicable Laws (as defined below).

a. By accepting and recording this Agreement and the Deed, Developer, for itself, its successors and assigns agrees: (1) to defend, indemnify and save the City of Springfield, its officers, directors, agents and employees (collectively the “Indemnified Parties” and individually an “Indemnified Party”) harmless from and against any and all claims, liabilities, losses, damages, costs, fees or expenses (including, but not limited to, administrative costs and reasonable attorneys’ or other professional fees and expenses) which the City may incur on account of the Developer’s breach of its obligations under this Section 815 and now or thereafter asserted by any governmental agency or third party resulting from the presence of oil, hazardous materials or hazardous wastes as those terms are defined in the Massachusetts General Laws, Chapter 21E, as from time to time amended, and the regulations promulgated pursuant thereto, the Massachusetts Contingency Plan, 310 CMR 40.0000 et seq. (the “Massachusetts Contingency Plan”) and/or lead and asbestos (hereinafter collectively “Hazardous Materials”) on, in, at, over, from, through or associated with the Property or on any abutting property not owned by City caused by migration of such Hazardous Materials from the Property; and (2) not to sue (and not to encourage or assist others to sue) or commence action, claim, counterclaim or cross-claim, or otherwise seek affirmative relief against the City arising out of the presence of Hazardous Materials on, in, at, over, under, from, through or associated with the Property or on any other property not owned by the City because of migration of such Hazardous Materials from the Property. Any required response action related to the Property required by a governmental agency shall be performed by Developer, and its successors and assigns, at Developer’s, and its successors’ and assigns’, sole cost and expense, and shall be performed in accordance with Massachusetts General Laws Chapter 21E, the Massachusetts Contingency Plan, and any other Applicable Laws, as defined below.

b. The Developer will comply with all requirements of any governmental agency, local, state or federal, having jurisdiction over the Property related to its condition or status as a historical property or as a result of its designation as a historic property.

c. For the purpose of this Agreement and the Deed, the term “Applicable Law” means, without limitation, all state and/or Federal laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements, of all governments, departments, and offices, relating in any way to the control

and/or abatement of environmental pollution and environmental hazards, or related to the permitting for development, of or at the Property pursuant to the Developer's Design Proposal, as it may be amended, that now or at any time hereafter may be applicable. The provisions of this Section shall survive the issuance of a Certificate of Completion for the Project.

Section 816: Other Documents

In the event of any inconsistency between the provisions of this Agreement and the provisions of any other agreement entered into by the City and the Developer in connection with the Property, the provisions of this Agreement shall be dispositive.

Section 817: Disclosure Representation and Warranty

The Developer represents and warrants that it has filed with the City, pursuant to M.G.L. ch.7, section 40J, a Disclosure of Beneficial Interests as required under said Section 40J, and that such disclosure statement is true and correct as of the date hereof.

Section 819: Business Days

For the purposes of this Agreement, a "business day" shall mean any day other than Saturday, Sunday, and holidays on which City of Springfield offices are closed.

Section 820: Counterparts; Interpretation of this Agreement

This Agreement may be executed in multiple counterparts, which together, shall constitute but one original. Each of the parties hereto confirms that before executing this Agreement, s/he or it had the actual benefit of legal counsel of his/her/its own selection, and that s/he or it executed this Agreement following consultation with such counsel. It shall be deemed that this Agreement has been drafted and composed by the Parties. The terms of this Agreement shall not be interpreted or construed in favor or against any party on the grounds that one party was the draftsman thereof.

Section 821: Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to principles of conflicts of laws.

Section 822: Waiver of Jury Trial; Venue

Each of the parties hereto hereby waives any right it may have to a jury trial on any claim or action arising out of this Agreement. Any action arising hereunder shall be heard in any State court of the Commonwealth of Massachusetts having jurisdiction in Hampden County or in the Federal District Court for the Commonwealth of Massachusetts having jurisdiction in Hampden County.

Section 823: Recording

This Agreement shall be recorded by Developer, at Developer's sole expense, in the Registry of Deeds for Hampden County, or with the Land Court, as applicable.

IN WITNESS WHEREOF, on the ____ day of June 2024, the parties hereto have caused this Agreement in three counterparts to be signed, sealed and delivered by their duly authorized officers or representatives, respectively.

THE CITY OF SPRINGFIELD

Developer

By: Timothy Sheehan
Title: Chief Development Officer
Date:

Date:

Approved:

By:
Title: Chief Administrative and Financial Officer
Date:

Approved:

By:
Title: City Comptroller
Date:

APPROVED:

Approved as to form:

By: Domenic J. Sarno
Title: Mayor
Date:

By:
Title: _____ City Solicitor
Date:

COMMONWEALTH OF MASSACHUSETTS

_____, SS.

On this ____ day of June, 2024 before me, the undersigned notary public, personally appeared _____, _____ of _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she has legal authority to bind the corporation he/she represents, and that he/she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

_____, SS.

On this ____ day of June, 2024, before me, the undersigned notary public, personally appeared Mayor Domenic Sarno, proved to me through satisfactory evidence of identification, which were personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My commission expires:

Exhibit A

Legal Description:

Certain parcels of land known as the Boston & Albany RR situs (Parcel 01645-0020), in Springfield, Massachusetts, being the same parcel recorded at the Hampden County Registry of Deeds at Book _____, Page _____

Exhibit B**REVERTER DEED**

KNOW ALL PERSONS BY THESE PRESENTS that **ASTRO CHEMICALS, INC.**, with a last address and usual place of service at 126 Memorial Drive, Springfield, Massachusetts, for **NO CONSIDERATION** grants to the **CITY OF SPRINGFIELD**, a municipal corporation duly established under the laws of the Commonwealth of Massachusetts and having its usual place of business at 36 Court Street, Springfield, Hampden County, Massachusetts, with **QUITCLAIM COVENANTS**, the land in said Springfield, described as follows:

A certain parcel of land known as The NS Boston and & Albany Railroad (Parcel 016450020) ("the Property"), in Springfield, Massachusetts, being the same parcel recorded at the Hampden County Registry of Deeds at Book _____, Page _____.

This Reverter Deed may be recorded by the City in the event that an Event of Default occurs as that term is set forth and defined in the Land Disposition Agreement between the City of Springfield and Astro Chemicals, Inc., dated June ____, 2024.

This Reverter Deed, if not properly recorded in the Hampden County Registry of Deeds, shall be void upon the issuance of a certificate of occupancy by the City of Springfield Building Department for the Property.

EXECUTED as a sealed instrument this ____ day of June, 2024.

Witness

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, ss.

Springfield, Massachusetts

On this ____ day of June 2024 before me, the undersigned notary public, personally appeared _____, _____ of _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she has legal authority to bind the corporation he/she represents, and that he/she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

Property Address: Boston & Albany RR Site, Springfield, Massachusetts

Attachment: City Council Order with draft LDA (8093 : Order Authorizing Sale of Boston & Albany RR Parcel)

MASSACHUSETTS QUITCLAIM DEED BY CORPORATION (short form)

KNOW ALL PERSONS BY THESE PRESENTS that the **CITY OF SPRINGFIELD** (“Grantor”), a municipal corporation duly established under the laws of the Commonwealth of Massachusetts and having its usual place of business at 36 Court Street, Springfield, Hampden County, Massachusetts, for consideration paid and in full consideration of **FORTY THOUSAND DOLLARS (\$40,000.00)**, hereby grants to **ASTRO CHEMICALS, INC.** (“Grantee”) with a last address and usual place of service at 126 Memorial Drive, Springfield, Massachusetts, 01102 with **QUITCLAIM COVENANTS**, the land in said Springfield described as follows:

A certain parcel of land known as NS Boston & Albany Railroad (Parcel #016450020) (“the Property”), in Springfield, Massachusetts, being the same parcels recorded at the Hampden County Registry of Deeds at Book _____, Page _____.

The parcels are sold pursuant to Massachusetts General Laws Chapter 30B section 16 and are conveyed subject to the below restrictions which are to be taken and construed as running with the land and are to be binding upon Grantee, its successors, assigns, grantees and lessees for a term of twenty (20) years after the date of this deed creating them unless released by Grantor. These restrictions shall be for the benefit of the City of Springfield and may be enforced by the City through appropriate legal or equitable proceedings. The restrictions are as follows:

- (1) If Grantee does not complete the planned development of the parcel (as evidenced by a Certificate of Occupancy from the City of Springfield Building Department), comprising of remediating and redeveloping the existing Property as a community center and medical office facility, as determined by the City of Springfield Office of Planning and Economic Development, within twenty-four (24) months of the date of recording of this Quitclaim Deed, ownership of the parcels shall revert back to Grantor at no cost and for no consideration, and the Grantor shall be allowed to immediately record the Reverter Deed executed and delivered to the Grantor by the Grantee; (2) Prior to commencing work of any kind on the parcels, Grantee shall gain Site Plan approval from the City of Springfield Office of Planning and Economic Development, including approval of landscaping and on-site parking; (3) The parcels are sold “as-is” and subject to any and all existing environmental conditions, whether known or unknown, responsibility for which the Grantee hereby agrees to assume; (4) Automotive uses of any kind, including but not limited to car sales and auto repair, are not permitted on the parcels; (5) The parcels are sold subject to all current zoning, building and historic district restrictions and controls in effect at the time of the closing; (6) the parcels are sold subject to the covenants set forth in the Land Disposition Agreement entered into by the Grantor and the Grantee on June ___, 2024 and attached hereto as Exhibit B.

This deed shall be subject to all easements and restrictions of record, if any, lawfully existing in, upon or over said land or appurtenant thereto.

There has been full compliance with the provisions of Chapter 44, Section 63A of the Massachusetts General Laws.

The Mayor has received the appropriate affidavit as prescribed in Chapter 60, Section 77B of the Massachusetts General Laws.

IN WITNESS WHEREOF, the said **CITY OF SPRINGFIELD** has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged, and delivered in its name and behalf by Domenic J. Sarno, its Mayor, hereto duly authorized, this ____ day of June ____, 2024, executing this instrument by authority granted by Chapter 40, Section 3 of the Massachusetts General Laws and by an Order passed by its City Council on the 10th of June, 2024, and attached hereto as "Exhibit A."

CITY OF SPRINGFIELD

By _____
Domenic J. Sarno, Mayor

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, ss.

Springfield, Massachusetts

On this ____th day of June, 2024, before me, the undersigned Notary Public, personally appeared the above-named Domenic J. Sarno, Mayor, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, and acknowledged to me that he executed the same as his free act and deed, and as the free act and deed of the City of Springfield.

Notary Public
My Commission Expires:

Attachment: City Council Order with draft LDA (8093 : Order Authorizing Sale of Boston & Albany RR Parcel)

EXHIBIT A
(City Council Order – Executed)

EXHIBIT B
(LDA Executed)



City Council

SCHEDULED

Meeting: 06/10/24 07:00 PM
Initiator: Christopher Fraser
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8063 B

4

FY23 Certified Free Cash to Stabilization Reserve Fund - \$4,730,115.05 (Mayor Sarno)

WHEREAS, to meet the expenses of the City of Springfield, pursuant to Mass. Gen. Laws Ch. 44, Section 33B, Ch. 59, Section 23 and Chapter 468 of the Acts of 2008, the Chief Administrative and Financial Officer and his Honor the Mayor have requested authorization from the City Council to transfer the sum of \$4,730,115.05 from Fiscal Year 2023 Certified Free Cash to the Stabilization Reserve Fund.

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

NOW THEREFORE BE IT ORDERED, that the City Council approves the transfer of the sum \$4,730,115.05 from Fiscal Year 2023 Certified Free Cash to the Stabilization Reserves Fund.

From:

FY23 Certified Free Cash - Other Financing Uses

0100-703000	\$4,730,115.05
-------------	----------------

To:

Stabilization Reserve Fund

8213-700000	\$4,730,115.05
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City Council

SCHEDULED

Meeting: 06/10/24 07:00 PM
Initiator: Christopher Fraser
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8062

5

Transfer - FY23 Certified Free Cash to FY25 Estimated Revenues - \$1,000,000.00 (Mayor Sarno)

WHEREAS, to meet the expenses of the City of Springfield, pursuant to Mass. Gen. Laws Ch. 44, Section 33B, Ch. 59, Section 23 and Chapter 468 of the Acts of 2008, the Chief Administrative and Financial Officer and his Honor the Mayor have requested authorization from the City Council to transfer the sum of \$1,000,000.00 from FY23 Certified Free Cash to the City's estimated FY25 Revenues; and

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

NOW THEREFORE BE IT ORDERED, that the City Council approves the transfer of the sum of \$1,000,000.00 from FY23 Certified Free Cash to FY25 Estimated Revenues.

Sources:

Fiscal Year 23 Certified Free Cash	\$1,000,000.00
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Uses:

FY25 Estimated Revenues	\$1,000,000.00
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FINANCIAL IMPACT:

Transfer - FY23 Certified Free Cash to FY25 Estimated Revenues - \$1,000,000.00

City of Springfield
36 Court Street
Springfield, MA 01103



Division of Administration
and Finance

To: Springfield City Council
From: Cathy Buono, Chief Administrative & Financial Officer
Date: June 10, 2024
Re: Order for Council Meeting – June 10, 2024
Cc: Mayor Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the June 10, 2024 Council meeting. This order is needed appropriate \$1,000,000 in FY23 Certified Free Cash as a revenue source for the FY25 Budget, with the intention of reducing the tax levy.

Background: In order to decrease the FY25 tax levy, and offer tax relief to the residents of the City of Springfield, this order authorizes the use of \$1,000,000 in FY23 Certified Free Cash as FY25 General Fund Revenues. This will allow the City to reduce the amount of its property tax levy by \$1,000,000.

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

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

Attachment: CAFO Cert - FY23 Free Cash to FY25 Levy (8062 : Transfer - FY23 Certified Free Cash to FY25 Estimated Revenues - \$1,000,000.00)



City Council

SCHEDULED

Meeting: 06/10/24 07:00 PM
Initiator: Trevor Crawford
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8064 C

6

Police Department Personal Services to Police Department Extra Detail Fund - \$470,000.00 (Mayor Sarno)

WHEREAS, to meet the expenses of the City of Springfield, pursuant to Mass. Gen. Laws Ch. 44, Section 33B, Ch. 59, Section 23 and Chapter 468 of the Acts of 2008, the Chief Administrative and Financial Officer and his Honor the Mayor have requested authorization from the City Council to transfer the sum of \$470,000.00 from Fiscal Year 2024 Personal Services to the Police Department Extra Detail Fund.

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

NOW THEREFORE BE IT ORDERED, that the City Council approves the transfer of the sum of \$470,000.00 from Fiscal Year 2024 Personal Services to the Police Department Extra Detail Fund.

From:

FY24 Police Personal Services

01213110-501000

\$470,000.00

To:

Police - Extra Detail Fund

24402100-506000

\$470,000.00

City of Springfield
36 Court Street
Springfield, MA 01103



Division of Administration
and Finance

To: Springfield City Council
From: Cathy Buono, Chief Administrative & Financial Officer
Date: June 10, 2024
Re: Order for Council Meeting – June 10, 2024
Cc: Mayor Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the June 10, 2024 City Council meeting, which requests a transfer of \$470,000 from the Police Department's Personal Services account to the Police Extra Detail Fund.

Background: This transfer will be utilized to cover the deficit associated with the Police Department's Extra Detail Fund.

Department	Account#	Account Description	Transfer Out	Transfer In
Police	01213110-501000	Personal Services	\$470,000	
Police	24402100-506000	Extra Detail Fund		\$470,000
			\$470,000	\$470,000

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

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



City Council

SCHEDULED

Meeting: 06/10/24 07:00 PM
Initiator: Christopher Fraser
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8095

7

Budget Transfer Across Departments - \$32,500.00 (Mayor Sarno)

WHEREAS, to meet the expenses of the City of Springfield for the fiscal year commencing July 1, 2023 and ending June 30, 2024 (FY'24), pursuant to Mass. Gen. Laws ch. 44 , Section 33B, and Chapter 468 of the Acts of 2008, the Chief Administrative and Financial Officer and his Honor the Mayor have requested authorization from the City Council to transfer the sum of \$32,500.00 from the Comptroller - Reserve for Contingency account to various departments in order to fund necessary expenses through the end of the fiscal year; and

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

NOW THEREFORE BE IT ORDERED, that the City Council approves the transfer of the sum of \$32,500.00 from the Comptroller - Reserve for Contingency account to various departments in order to meet the expenses of the City of Springfield for Fiscal Year 2024.

From: Comptroller - Reserve for Contingencies

01135-578200- **\$32,500.00**

To: 01111-501000- **\$2,500.00**
 01138-534300- **\$30,000.00**

FINANCIAL IMPACT:

Budget Transfer Across Departments - \$32,500.00

City of Springfield
36 Court Street
Springfield, MA 01103



Division of Administration
and Finance

To: Springfield City Council
From: Cathy Buono, Chief Administrative & Financial Officer
Date: June 10, 2024
Re: Order for Council Meeting – June 10, 2024
Cc: Mayor Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the June 10, 2024 City Council meeting, which requests a transfer of \$32,500.00 from the Comptroller – Reserve for Contingency account to various departments.

Background: This transfer will be utilized to cover various projected deficits, as to ensure all expenses are met for Fiscal Year 2024.

Department	Account#	Account Description	Transfer Out	Transfer In
Comptroller	01135-578200	Reserve for Contingency	\$ 32,500	
City Council	01111-501000	Personal Services		\$ 2,500
Procurement	01138-534300	Advertising		\$ 30,000
			\$ 32,500	\$ 32,500

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

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

Attachment: CAFO Cert - Reserve for Contingency to Various Departments (8095 : Budget Transfer Across Departments - \$32,500.00)



City Council
36 Court Street
Springfield, MA 01103

SCHEDULED

FINANCIAL ORDER (ID # 8090)

Meeting: 06/10/24 07:00 PM
Department: Community Preservation Committee
Category: General
Prepared By: Karen Lee
Initiator: Karen Lee
Sponsors: President Michael A. Fenton
DOC ID: 8090 A

CPA FY2025 Budget

Order Authorizing Appropriations and Reserves for FY25 from the Community Preservation Fund (President Fenton)

Community Preservation Committee FY25 Budget

Order Authorizing Appropriations and Reserves for Fiscal Year 2025 from the Community Preservation Fund

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

Whereas, a Community Preservation Fund has been created using 1.5% of the City's property tax levy excluding the first \$100,000 in property valuation for each property; and

Whereas, a Community Preservation Committee was created by the City Council to make recommendations for community preservation; and

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

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

Whereas, such appropriations from the Community Preservation Fund may include up to 5% of the annual revenues for administrative and operating expenses for the Community Preservation Committee; and

Whereas, the Community Preservation Fund tax levy is estimated to raise \$2,200,000.00; and

Whereas, the annual State distribution is estimated to be \$317,000.00; and

Whereas, annual interest earned is estimated to be \$144,000.00; and

Whereas, the Community Preservation Committee recommends \$266,100.00 of the Community Preservation Fund be placed into reserves for open space and recreational use; and

Whereas, the Community Preservation Committee recommends \$266,100.00 of the Community Preservation Fund be placed into reserves for historic resources; and

Whereas, the Community Preservation Committee recommends \$266,100.00 of the Community Preservation Fund be placed into reserves for community housing; and

Whereas, the Community Preservation Committee recommends \$1,783,300.00 of the Community Preservation Fund be placed into reserves as budgeted reserves; and

Whereas, the Community Preservation Committee recommends \$79,400.00 of the Community Preservation Fund be appropriated for administrative expenses; and

NOW THEREFORE BE IT ORDERED, The Springfield City Council hereby approves and authorizes the following appropriations from the Community Preservation Fund for Fiscal Year 2025:

Appropriations:

From FY 2025 estimated revenues for Committee Administrative Expenses	\$ 79,400.00
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AND IT IS FURTHER ORDERED, the Springfield City Council hereby approves and authorizes the following Reserves from the Community Preservation Fund for Fiscal Year 2025:

Reserves:

From FY 2025 estimated revenues for Historic Resources Reserve	\$266,100.00
From FY 2025 estimated revenues for Community Housing Reserve	\$266,100.00
From FY 2025 estimated revenues for Open Space & Recreation Reserve	\$266,100.00
From FY 2025 estimated revenues for Budgeted Reserve	\$1,783,300.00



City Council
36 Court Street
Springfield, MA 01103

SCHEDULED

FINANCIAL ORDER (ID # 8066)

Meeting: 06/10/24 07:00 PM
Department: Community Preservation Committee
Category: Grants
Prepared By: Karen Lee
Initiator: Karen Lee
Sponsors: President Michael A. Fenton
DOC ID: 8066 A

Indian Orchard Fire Station Elevator ES Oak Street, Indian Orchard Parcel ID# 091820219

Order Approving CPC Recommendation to Fund the Indian Orchard Fire Station Elevator

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

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

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

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

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

NOW THEREFORE BE IT ORDERED, that, upon recommendation of the Springfield Community Preservation Committee, and in order to undertake community preservation projects with community preservation fund revenues for Fiscal Year 2024, the respective sums of money specified in the schedule hereinafter set out be, and the same hereby, are, appropriated for expenditure under the direction of the Community Preservation Committee in accordance with the terms of a grant agreement or memorandum of understanding in compliance with the Ordinance and General Laws of Massachusetts.

Appropriation:

Project: Indian Orchard Fire Station Elevator

Recommended Amount: \$244,000.00 from Historic Reserves and \$56,000.00 from the Undesignated Reserves for a total recommended grant of \$300,000.00.



City Council
36 Court Street
Springfield, MA 01103

SCHEDULED

FINANCIAL ORDER (ID # 8076)

Meeting: 06/10/24 07:00 PM
Department: Community Preservation Committee
Category: Grants
Prepared By: Karen Lee
Initiator: Karen Lee
Sponsors: President Michael A. Fenton
DOC ID: 8076 A

Historic Home Restoration Program for Homeowners in Local Historic Districts

Order Approving CPC Recommendation to Fund the Historic Homes Restoration Program

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

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

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

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

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

NOW THEREFORE BE IT ORDERED, that, upon recommendation of the Springfield Community Preservation Committee, and in order to undertake community preservation projects with community preservation fund revenues for Fiscal Year 2024, the respective sums of money specified in the schedule hereinafter set out be, and the same hereby, are, appropriated for expenditure under the direction of the Community Preservation Committee in accordance with the terms of a grant agreement or memorandum of understanding in compliance with the Ordinance and General Laws of Massachusetts.

Appropriation:

Project: Historic Homes Restoration Program

Financial Order (ID # 8076)

Meeting of June 10, 2024

Recommended Amount: \$300,000.00 from the Undesignated Reserves



City Council
36 Court Street
Springfield, MA 01103

SCHEDULED

FINANCIAL ORDER (ID # 8077)

Meeting: 06/10/24 07:00 PM
Department: Community Preservation Committee
Category: Grants
Prepared By: Karen Lee
Initiator: Karen Lee
Sponsors: President Michael A. Fenton
DOC ID: 8077 A

Van Sickle Softball Diamond Enhancement Carew St & Glencoe Streets Parcel ID # 023600180

Order Approving CPC Recommendation to Fund the Van Sickle Softball Diamond

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

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

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

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

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

NOW THEREFORE BE IT ORDERED, that, upon recommendation of the Springfield Community Preservation Committee, and in order to undertake community preservation projects with community preservation fund revenues for Fiscal Year 2024, the respective sums of money specified in the schedule hereinafter set out be, and the same hereby, are, appropriated for expenditure under the direction of the Community Preservation Committee in accordance with the terms of a grant agreement or memorandum of understanding in compliance with the Ordinance and General Laws of Massachusetts.

Appropriation:

Project: Van Sickle Softball Diamond Enhancement

Financial Order (ID # 8077)

Meeting of June 10, 2024

Recommended Amount: \$300,000.00 from Undesignated Reserves



City Council
36 Court Street
Springfield, MA 01103

SCHEDULED

FINANCIAL ORDER (ID # 8078)

Meeting: 06/10/24 07:00 PM
Department: Community Preservation Committee
Category: Grants
Prepared By: Karen Lee
Initiator: Karen Lee
Sponsors: President Michael A. Fenton
DOC ID: 8078 A

174-176 Maple Street CITY Redevelopment Incentive Parcel ID # 082180048 Parcel ID # 082180049

Order Approving CPC Recommendation to Fund the 174-176 Maple Street City Redevelopment Incentive

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

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

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

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

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

NOW THEREFORE BE IT ORDERED, that, upon recommendation of the Springfield Community Preservation Committee, and in order to undertake community preservation projects with community preservation fund revenues for Fiscal Year 2024, the respective sums of money specified in the schedule hereinafter set out be, and the same hereby, are, appropriated for expenditure under the direction of the Community Preservation Committee in accordance with the terms of a grant agreement or memorandum of understanding in compliance with the Ordinance and General Laws of Massachusetts.

Appropriation:

Project: 174-176 Maple Street City Redevelopment
Recommended Amount: \$300,000.00 from Undesignated Reserves



City Council
36 Court Street
Springfield, MA 01103

SCHEDULED

FINANCIAL ORDER (ID # 8079)

Meeting: 06/10/24 07:00 PM
Department: Community Preservation Committee
Category: Grants
Prepared By: Karen Lee
Initiator: Karen Lee
Sponsors: President Michael A. Fenton
DOC ID: 8079 A

**178-184 Maple Street Rehabilitation 178 Maple Street—
Parcel ID # 082180050 180 Maple Street—Parcel ID #
082180051 182 Maple Street—Parcel ID # 082180052 184
Maple Street—Parcel ID # 082180053**

Order Approving CPC Recommendation to Fund the 178-184 Maple Street Rehabilitation

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

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

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

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

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

NOW THEREFORE BE IT ORDERED, that, upon recommendation of the Springfield Community Preservation Committee, and in order to undertake community preservation projects with community preservation fund revenues for Fiscal Year 2024, the respective sums of money specified in the schedule hereinafter set out be, and the same hereby, are, appropriated for expenditure under the direction of the Community Preservation Committee in accordance with the terms of a grant agreement or memorandum of understanding in compliance with the Ordinance and General Laws of Massachusetts.

Appropriation:

Financial Order (ID # 8079)

Meeting of June 10, 2024

Project: 178-184 Maple Street Rehabilitation

Recommended Amount: \$300,000.00 from Undesignated Reserves



City Council
36 Court Street
Springfield, MA 01103

SCHEDULED

FINANCIAL ORDER (ID # 8080)

Meeting: 06/10/24 07:00 PM
Department: Community Preservation Committee
Category: Grants
Prepared By: Karen Lee
Initiator: Karen Lee
Sponsors: President Michael A. Fenton
DOC ID: 8080 A

60 Byers Street Development Incentive Parcel ID #021700016

Order Approving CPC Recommendation to Fund the 60 Byers Street Development Incentive

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

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

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

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

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

NOW THEREFORE BE IT ORDERED, that, upon recommendation of the Springfield Community Preservation Committee, and in order to undertake community preservation projects with community preservation fund revenues for Fiscal Year 2024, the respective sums of money specified in the schedule hereinafter set out be, and the same hereby, are, appropriated for expenditure under the direction of the Community Preservation Committee in accordance with the terms of a grant agreement or memorandum of understanding in compliance with the Ordinance and General Laws of Massachusetts.

Appropriation:

Project: 60 Byers Street Development Incentive

Recommended Amount: \$244,000.00 from the Housing Reserve and \$56,000.00 from Undesignated Reserves for a total grant award of \$300,000.00



City Council
36 Court Street
Springfield, MA 01103

SCHEDULED

FINANCIAL ORDER (ID # 8081)

Meeting: 06/10/24 07:00 PM
Department: Community Preservation Committee
Category: Grants
Prepared By: Karen Lee
Initiator: Karen Lee
Sponsors: President Michael A. Fenton
DOC ID: 8081 A

D'Amour Museum of Fine Arts Exterior Restoration Phase 3 21 Edwards Street Parcel ID # 027500557

Order Approving CPC Recommendation to Fund the D'Amour Museum of Fine Arts Exterior Restoration Phase 3

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

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

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

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

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

NOW THEREFORE BE IT ORDERED, that, upon recommendation of the Springfield Community Preservation Committee, and in order to undertake community preservation projects with community preservation fund revenues for Fiscal Year 2024, the respective sums of money specified in the schedule hereinafter set out be, and the same hereby, are, appropriated for expenditure under the direction of the Community Preservation Committee in accordance with the terms of a grant agreement or memorandum of understanding in compliance with the Ordinance and General Laws of Massachusetts.

Appropriation:

Project: D'Amour Museum of Fine Arts Exterior Restoration Phase 3

Financial Order (ID # 8081)

Meeting of June 10, 2024

Recommended Amount: \$300,000.00 from the Undesignated Reserves



City Council
36 Court Street
Springfield, MA 01103

SCHEDULED

FINANCIAL ORDER (ID # 8083)

Meeting: 06/10/24 07:00 PM
Department: Community Preservation Committee
Category: Grants
Prepared By: Karen Lee
Initiator: Karen Lee
Sponsors: President Michael A. Fenton
DOC ID: 8083 A

Exterior Restoration St. John's Congregational Church 69 Hancock Street Parcel ID #062500218

Order Approving CPC Recommendation to Fund the Exterior Restoration St. John's Congregational Church

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

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

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

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

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

NOW THEREFORE BE IT ORDERED, that, upon recommendation of the Springfield Community Preservation Committee, and in order to undertake community preservation projects with community preservation fund revenues for Fiscal Year 2024, the respective sums of money specified in the schedule hereinafter set out be, and the same hereby, are, appropriated for expenditure under the direction of the Community Preservation Committee in accordance with the terms of a grant agreement or memorandum of understanding in compliance with the Ordinance and General Laws of Massachusetts.

Appropriation:

Project: Exterior Restoration St. John's Congregational Church

Financial Order (ID # 8083)

Meeting of June 10, 2024

Recommended Amount: \$300,000.00 from the Undesignated Reserves



City Council
36 Court Street
Springfield, MA 01103

SCHEDULED

FINANCIAL ORDER (ID # 8084)

Meeting: 06/10/24 07:00 PM
Department: Community Preservation Committee
Category: Grants
Prepared By: Karen Lee
Initiator: Karen Lee
Sponsors: President Michael A. Fenton
DOC ID: 8084 A

Tree Top Park Improvements 258 Corcoran Boulevard Parcel ID #032300051

Order Approving CPC Recommendation to Fund Tree Top Park Improvements

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

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

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

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

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

NOW THEREFORE BE IT ORDERED, that, upon recommendation of the Springfield Community Preservation Committee, and in order to undertake community preservation projects with community preservation fund revenues for Fiscal Year 2024, the respective sums of money specified in the schedule hereinafter set out be, and the same hereby, are, appropriated for expenditure under the direction of the Community Preservation Committee in accordance with the terms of a grant agreement or memorandum of understanding in compliance with the Ordinance and General Laws of Massachusetts.

Appropriation:

Project: Tree Top Park Improvements

Recommended Amount: \$244,000.00 from the Recreation Reserve and \$6,000.00 from the Undesignated Reserves for a total grant award of \$250,000.00



City Council
36 Court Street
Springfield, MA 01103

SCHEDULED

FINANCIAL ORDER (ID # 8085)

Meeting: 06/10/24 07:00 PM
Department: Community Preservation Committee
Category: Grants
Prepared By: Karen Lee
Initiator: Karen Lee
Sponsors: President Michael A. Fenton
DOC ID: 8085 A

Clarendon Fountain & Triangle Terrace Restoration Clarendon, Bay, Sherman Street Intersection Parcel ID #028200001

Order Approving CPC Recommendation to Fund Clarendon Fountain & Triangle Terrace Restoration

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

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

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

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

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

NOW THEREFORE BE IT ORDERED, that, upon recommendation of the Springfield Community Preservation Committee, and in order to undertake community preservation projects with community preservation fund revenues for Fiscal Year 2024, the respective sums of money specified in the schedule hereinafter set out be, and the same hereby, are, appropriated for expenditure under the direction of the Community Preservation Committee in accordance with the terms of a grant agreement or memorandum of understanding in compliance with the Ordinance and General Laws of Massachusetts.

Appropriation:

Financial Order (ID # 8085)

Meeting of June 10, 2024

Project: Clarendon Fountain & Triangle Terrace Restoration

Recommended Amount: \$150,000.00 from the Undesignated Reserves



City Council
36 Court Street
Springfield, MA 01103

SCHEDULED

FINANCIAL ORDER (ID # 8086)

Meeting: 06/10/24 07:00 PM
Department: Community Preservation Committee
Category: Grants
Prepared By: Karen Lee
Initiator: Karen Lee
Sponsors: President Michael A. Fenton
DOC ID: 8086 A

Drama Studio Elevator Project 41 Oakland Street St. Parcel ID # 092100155

Order Approving CPC Recommendation to Fund Drama Studio Elevator Project

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

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

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

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

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

NOW THEREFORE BE IT ORDERED, that, upon recommendation of the Springfield Community Preservation Committee, and in order to undertake community preservation projects with community preservation fund revenues for Fiscal Year 2024, the respective sums of money specified in the schedule hereinafter set out be, and the same hereby, are, appropriated for expenditure under the direction of the Community Preservation Committee in accordance with the terms of a grant agreement or memorandum of understanding in compliance with the Ordinance and General Laws of Massachusetts.

Appropriation:

Project: Drama Studio Elevator Project

Financial Order (ID # 8086)

Meeting of June 10, 2024

Recommended Amount: \$60,000.00 from the Undesignated Reserves



City Council
36 Court Street
Springfield, MA 01103

SCHEDULED

FINANCIAL ORDER (ID # 8087)

Meeting: 06/10/24 07:00 PM
Department: Community Preservation Committee
Category: Grants
Prepared By: Karen Lee
Initiator: Karen Lee
Sponsors: President Michael A. Fenton
DOC ID: 8087 A

ReGreen Springfield Invasive Plant Control Program

Order Approving CPC Recommendation to Fund ReGreen Springfield Invasive Plant Control Program

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

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

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

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

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

NOW THEREFORE BE IT ORDERED, that, upon recommendation of the Springfield Community Preservation Committee, and in order to undertake community preservation projects with community preservation fund revenues for Fiscal Year 2024, the respective sums of money specified in the schedule hereinafter set out be, and the same hereby, are, appropriated for expenditure under the direction of the Community Preservation Committee in accordance with the terms of a grant agreement or memorandum of understanding in compliance with the Ordinance and General Laws of Massachusetts.

Appropriation:

Project: ReGreen Springfield Invasive Plant Control Program

Recommended Amount: \$55,000.00 from the Undesignated Reserves



City Council
36 Court Street
Springfield, MA 01103

SCHEDULED

FINANCIAL ORDER (ID # 8088)

Meeting: 06/10/24 07:00 PM
Department: Community Preservation Committee
Category: Grants
Prepared By: Karen Lee
Initiator: Karen Lee
Sponsors: President Michael A. Fenton
DOC ID: 8088 A

Colony Hills Lamppost Restoration Park Drive

Order Approving CPC Recommendation to Fund Colony Hills Lamppost Restoration

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

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

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

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

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

NOW THEREFORE BE IT ORDERED, that, upon recommendation of the Springfield Community Preservation Committee, and in order to undertake community preservation projects with community preservation fund revenues for Fiscal Year 2024, the respective sums of money specified in the schedule hereinafter set out be, and the same hereby, are, appropriated for expenditure under the direction of the Community Preservation Committee in accordance with the terms of a grant agreement or memorandum of understanding in compliance with the Ordinance and General Laws of Massachusetts.

Appropriation:

Project: Colony Hills Lamppost Restoration Park Drive

Recommended Amount: \$35,213.00 from the Undesignated Reserves



City Council
36 Court Street
Springfield, MA 01103

SCHEDULED

FINANCIAL ORDER (ID # 8089)

Meeting: 06/10/24 07:00 PM
Department: Community Preservation Committee
Category: Grants
Prepared By: Karen Lee
Initiator: Karen Lee
Sponsors: President Michael A. Fenton
DOC ID: 8089 A

Glendell Park Vegetation Restoration and Enhancements Parcel ID #057350008

Order Approving CPC Recommendation to Fund Glendell Park Vegetation Restoration and Enhancements

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

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

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

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

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

NOW THEREFORE BE IT ORDERED, that, upon recommendation of the Springfield Community Preservation Committee, and in order to undertake community preservation projects with community preservation fund revenues for Fiscal Year 2024, the respective sums of money specified in the schedule hereinafter set out be, and the same hereby, are, appropriated for expenditure under the direction of the Community Preservation Committee in accordance with the terms of a grant agreement or memorandum of understanding in compliance with the Ordinance and General Laws of Massachusetts.

Appropriation:

Project: Glendell Park Vegetation Restoration and Enhancements

Financial Order (ID # 8089)

Meeting of June 10, 2024

Recommended Amount: \$13,000.00 from the Undesignated Reserves