



City Council

Finance Sub-Committee

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

~ Agenda ~

Anthony I. Wilson
413-787-6096

Monday, February 6, 2017

5:00 PM

City Hall -- Room 200

I. Call to Order

5:00 PM Meeting called to order on February 6, 2017 at City Hall -- Room 200, 36 Court Street, Springfield, MA.

II. Public Portion

1. Order (ID # 3838)

Transfer - Contingency Reserve to the City Clerk's Salaries & Wages Account - \$19,615.38

ATTACHMENTS:

- CAFO Cert - Reserve for Contingency to Clerk's (PDF)

2. Order (ID # 3848)

Authorization to Issue Refunding Bonds

ATTACHMENTS:

- CAFO Cert - Authorization to Issue Refunding bonds (PDF)

3. Order (ID # 3849)

Budget Transfer Across Departments - \$20,000

FINANCIAL IMPACT:

Budget Transfer Across Departments - \$20,000

ATTACHMENTS:

- CAFO Cert - Reserve for Contingency to Procurement (PDF)

4. Order (ID # 3852)

FY17 Shannon CSI Grant - No Match Required \$552,528.23

ATTACHMENTS:

- FY17 Shannon Grant (PDF)

5. Order (ID # 3853)

Budget Transfer Across Departments - 15,364.77

FINANCIAL IMPACT:

Budget Transfer Across Departments - 15,364.77

ATTACHMENTS:

- CAFO Cert - Reserve for Contingency to Dispatch(PDF)

6. Order (ID # 3854)

Order Approving 4 Year Lease Purchase Contract Term for School Computer Equipment

7. Order (ID # 3855)

December Revenue Vs. Expenditure Report

ATTACHMENTS:

- December Revenue vs. Expenditure Report-1 (PDF)

8. Order (ID # 3856)

Order Authorizing the Submission of Statements of Interest To the Mass. School Building Authority for Nine (9) School Projects

ATTACHMENTS:

- 9 Statements of Interest for Submission to Mass. School Building Authority (PDF)

9. Order (ID # 3857)

Creation of a New Revolving Fund for Technology Take Home Fees- School Department

ATTACHMENTS:

- CAFO Cert - Creation of a New Revolving Fund for Technology Take Home Fees - School Department (PDF)

10. Order (ID # 3864)

Health Services for the Homeless Grant - No Match Required \$2,024,451

ATTACHMENTS:

- Health Services for the Homeless (PDF)

11. Order (ID # 3865)

Elders Donations- \$1,509.30

ATTACHMENTS:

- DEA DONATIONS 02_06_17 (CSV)

12. Order (ID # 3868)

Budget Transfer W/In a Department - \$45,000

FINANCIAL IMPACT:

Budget Transfer W/In a Department - \$45,000

ATTACHMENTS:

- CAFO Cert - Assessor Budget Transfer (PDF)

13. Order (ID # 3870)

Authorizing the Mayor to Execute a Quitclaim Deed for West Side Main Street for Sale to Hunt Real Estate Services

ATTACHMENTS:

- L to Mayor & Signature (PDF)

14. Order (ID # 3871)

Authorizing the Mayor to Execute a Quitclaim Deed for 739 Main Street for Sale to Rita Caputa-Capua

ATTACHMENTS:

- L - Mayor Sarno Approval (PDF)



City Council

SCHEDULED

2.1

Meeting: 02/06/17 05:00 PM
Initiator: Timothy Brown
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3838

Transfer - Contingency Reserve to the City Clerk's Salaries & Wages Account - \$19,615.38 (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 \$19,615.38 from the Contingency Reserve Account in the Office of the Comptroller to the Salaries & Wages Account in the City Clerk's Office to fund the hiring of a new Public Information Coordinator.

WHEREAS, after reviewing this order, 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 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 \$19,615.38 from the Office of the Comptroller's Contingency Reserve Account to the Office of the City Clerk's Salaries & Wages Account.

From:

Office of the Comptroller - Reserve for Contingency

0100-10-135-0000-0000-0010-000000-00000000-578200	\$19,615.38
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To:

Office of the City Clerk - Wages & Salaries

0100-10-161-0000-0000-0010-000000-00000000-501000	\$19,615.38
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City of Springfield
36 Court Street
Springfield, MA 01103

Division of Administration
and Finance



To: Springfield City Council
From: Timothy J. Plante, Chief Administrative & Financial Officer
Date: February 6, 2017
Re: Order for Council Meeting – 02/06/2017
Cc: Mayor Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the February 6, 2017 Council meeting. This order is needed to transfer the sum of \$19,615.38 from the Comptroller's Office – Reserve for Contingency account to the Office of the City Clerk's – Salaries & Wages account.

Background: As a result of changes to the State's Public Records Law, the Springfield City Clerk's Office has seen an increase in requests for public records. Additionally, changes in the Public Records Law require the Clerk's Office to process these requests under shorter deadlines. This transfer will provide the City Clerk's Office with sufficient funding to hire a Public Information Coordinator, a position that is needed to provide legally mandated responses to these requests.

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: 02/06/17 05:00 PM
Initiator: Jennifer Whisher
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3848

2.2

Authorization to Issue Refunding Bonds (Mayor Sarno)

WHEREAS, In order to reduce interest costs on outstanding City general obligation bonds, the City Treasurer hereby requests authority, with the approval of the Mayor, to issue refunding bonds, at one time or from time to time, pursuant to Chapter 44, Section 21A of the General Laws, or pursuant to any other enabling authority, to refund all or any portion of the City's general obligation bonds outstanding as of the date of adoption of this Order, and that the proceeds of any refunding bonds issued pursuant to this vote shall be used to pay the principal, redemption premium and interest on the bonds of the City to be refunded, and costs of qualification and issuance of the refunding bonds; and

WHEREAS, After reviewing this order, 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 issuance of refunding bonds, 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. The foregoing order requires a two-thirds vote of all members of the City Council, in accordance with Chapter 44, Section 21A of the General Laws.

NOW THEREFORE BE IT ORDERED THAT: The City Treasurer, with the approval of the Mayor, is hereby authorized to issue refunding bonds, at one time or from time to time, pursuant to Chapter 44, Section 21A of the General Laws, or pursuant to any other enabling authority, to refund all or any portion of the City's general obligation bonds outstanding as of the date of adoption of this Order, and that the proceeds of any refunding bonds issued pursuant to this vote shall be used to pay the principal, redemption premium and interest on the bonds of the City to be refunded, and costs of qualification and issuance of the refunding bonds; and that the City Treasurer is authorized to execute such documents as may be necessary or desirable to carry out this transaction, including one or more refunding trust agreements with a bank or trust company.

BE IT FURTHER ORDERED: That the City 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 refunding bonds of the City to be issued pursuant to this Order, and to provide such information and execute such documents as such officials of the Commonwealth may require.

City of Springfield
36 Court Street
Springfield, MA 01103



Division of Administration
and Finance

To: Springfield City Council
From: TJ Plante, Chief Administrative & Financial Officer
Date: February 1, 2017
Re: Order for Council Meeting – 02/06/2017
Cc: Mayor Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the February 6, 2017 Council meeting, which authorizes the City to issue refunding bonds.

Background: From time to time, the City has the opportunity to reduce costs associated with our debt repayment schedule by refunding our outstanding bonds; allowing the City to reissue the bonds with a more favorable interest rate. Similar to refinancing a mortgage, refunding bonds offers the opportunity to reduce the interest rate on current outstanding debt. This authorization will allow the City to potentially refund portions of its outstanding bonds issued in February 2007 for interest savings. The refunding will save money by reducing interest payments and restructure the City's debt payment schedule.

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 - Authorization to Issue Refunding bonds (3848 : Authorization to Issue Refunding Bonds)



City Council

SCHEDULED

2.3

Meeting: 02/06/17 05:00 PM
Initiator: Christopher Fraser
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3849

Budget Transfer Across Departments - \$20,000 (Mayor Sarno)

WHEREAS, to meet the expenses of the City of Springfield for the fiscal year commencing July 1, 2016 and ending June 30, 2017 (FY'17), 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 \$20,000 From the Comptroller - Reserve for Contingency account to the Office of Procurement - Professional Services line to fund a disparity study in accordance with the City of Springfield's Responsible Employer Ordinance; and

WHEREAS, the City Comptroller, Patrick Burns, whose Department is in control of the appropriation from which the transfer is proposed to be made, has approved this transfer,

WHEREAS, after reviewing this order, 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 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 \$20,000 From the Comptroller - Reserve for Contingency account to the Office of Procurement - Professional Services line in order to fund a disparity study and meet the expenses of the City of Springfield for Fiscal Year 2017.

From: Comptroller - Reserve for Contingency

0100-10-135-0000-0000-0010-000000-0000000-578200- \$20,000

To: Office of Procurement - Professional Services

0100-10-138-0000-0000-0010-000000-0000000-530105- \$20,000

FINANCIAL IMPACT:

Budget Transfer Across Departments - \$20,000

City of Springfield
36 Court Street
Springfield, MA 01103



Division of Administration
and Finance

To: Springfield City Council
From: Timothy J. Plante, Chief Administrative & Financial Officer
Date: February 1, 2017
Re: Order for Council Meeting – 02/06/2017
Cc: Mayor Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the February 6, 2017 Council meeting. This order is needed to transfer the sum of \$20,000 from the Comptroller's Office – Reserve for Contingency account to the Office of Procurement – Professional Services account.

Background: In accordance with the recent amendment to the City's Responsible Employer Ordinance, a disparity study will be conducted by the University of Massachusetts – Boston, with the intent of providing an accurate description and analysis of workforce characteristics in the greater Springfield area.

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 Procurement (3849 : Budget Transfer Across Departments - \$20,000)



City Council

SCHEDULED

2.4

Meeting: 02/06/17 05:00 PM
Initiator: Christopher Fraser
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3852

FY17 Shannon CSI Grant - No Match Required \$552,528.23 (Mayor Sarno)

WHEREAS, the Police Department ("Department") has been awarded a FY17 Shannon CSI Grant of \$552,528.23 From the Executive Office of Public Safety and Security and

WHEREAS, the purpose of the grant is for the Department to identify and work directly with gang members and youth at risk of becoming involved with gang activity to promote prevention, intervention, and suppression which will reduce gang related crime and youth violence; and

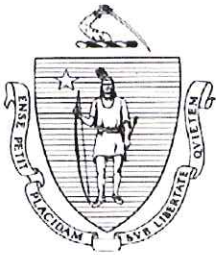
WHEREAS, the Department intends to use the grant funds to pay for police overtime, employee benefits, program supplies, salary expenses associated with a coordinator, and vendor contracts; and

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

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

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

FY17 Shannon CSI Grant - \$552,528.23



OFFICE OF THE GOVERNOR
COMMONWEALTH OF MASSACHUSETTS
STATE HOUSE • BOSTON, MA 02133
(617) 725-4000

CHARLES D. BAKER
GOVERNOR

KARYN E. POLITO
LIEUTENANT GOVERNOR

December 27, 2016

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

Dear Mayor Sarno:

I am pleased to inform you that the City of Springfield has been awarded \$552,528.23 in FY2017 Senator Charles E. Shannon, Jr. Community Safety Initiative (Shannon CSI) funds to support the City of Springfield Community Safety Initiative. The Shannon CSI is intended to support regional and multi-disciplinary approaches to combat gang violence through coordinated programs for prevention, intervention, suppression, prosecution and reintegration.

The Commonwealth of Massachusetts Standard Contract Form (SC) and additional documentation for your review and signature will be forthcoming.

Throughout the project period, the Executive Office of Public Safety and Security will offer technical assistance and provide you with information regarding the availability of additional resources to support your multi-disciplinary efforts to combat gang violence. If you have any questions, please contact Michael Bishop at 617.725.3302 or via email at michael.p.bishop@state.ma.us. Congratulations on your award.

Sincerely,

Governor Charles D. Baker

Lt. Governor Karyn E. Polito

Handwritten signature of Charles D. Baker in blue ink.

Handwritten signature of Karyn E. Polito in blue ink.



REQUEST FOR GRANT SETUP

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

All fields are mandatory.

Date of Request 1-18-2017

Department Requesting Grant Setup Police

Department Phone # (Please include extension) 787-6385

Name and Title of Person to Contact in Case of Questions Lisa

Was this Grant previously setup for a prior fiscal year?
If yes, please indicate your previous project number: 88816

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

Grant Type:

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

X

Grant Name: Shannon

Total Grant Amount Awarded: \$ 552,528.33

Is this a Reimbursable Grant?

(Y/N) N

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

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

Entity Name	Executive Office of Public Safety
Contact Person	Corine Pryme
Street Address	10 Park Plaza Suite 3720
City, State, Zip Code	Boston MA 02116
Telephone	617-725-3370
Fax	617-725-0267
E-Mail	corine.pryme@state.ma.us

Actual Award Date 12/27/2016

Board Approval Date

Start Date 1/1/2016

Expiration Date 12/31/2017

Renewal Action Date (optional)

If there are any Matching Funds:

Type

Percent

Amount

Comments re: Description/Purpose of Grant

2015 Shannon Anti-Gang Grant

Comments re: Conditions/Restrictions of Grant

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

What is the required drawdown frequency?

(Ex: Monthly, Quarterly) Two (2) payments

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

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

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

Org Code:
Project Code 88816

Object Codes: 506000 – \$198,000 SPD Overtime

530105 – \$352,906 – Vendor Contracts

551700 – \$1622.23 – SPD Other Supplies

Budget Roll-Up Codes: Yes

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

Signature

Date

Please attach the following documents:

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

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

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

CONTRACTOR LEGAL NAME: City of Springfield (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office Of Public Safety & Security MMARS Department Code: EPS	
Legal Address: (W-9, W-4,T&C): 36 Court Street, Springfield, MA 01103-1699		Business Mailing Address: 10 Park Plaza – Suite 3720, Boston, MA 02116	
Contract Manager: John Lewis		Billing Address (if different):	
E-Mail: jlewis@springfieldpolice.net		Contract Manager: Corine Pryme	
Phone: (413) 328-1971 Fax: (413) 787-6663		E-Mail: corine.pryme@state.ma.us	
Contractor Vendor Code: VC6000192140		Phone: (617) 725-3370 Fax: (617) 725-0267	
Vendor Code Address ID (e.g. "AD001"): AD 001 (Note: The Address Id Must be set up for EFT payments.)		MMARS Doc ID(s): SCEPSFY17SHANSRINGF	
		RFR/Procurement or Other ID Number: Grant Application	
☒ NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ☐ Statewide Contract (OSD or an OSD-designated Department) ☐ Collective Purchase (Attach OSD approval, scope, budget) ☐ Department Procurement (Includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) ☐ Emergency Contract (Attach justification for emergency, scope, budget) ☐ Contract Employee (Attach Employment Status Form , scope, budget) ☒ Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)		☐ CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: <u>20</u> Enter Amendment Amount: \$ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) ☐ Amendment to Scope or Budget (Attach updated scope and budget) ☐ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ☐ Contract Employee (Attach any updates to scope or budget) ☐ Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. ☒ Commonwealth Terms and Conditions ☐ Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. ☐ Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) ☒ Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or <i>new</i> Total if Contract is being amended). \$ 552,528.23			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days % PPD; Payment issued within 15 days % PPD; Payment issued within 20 days % PPD; Payment issued within 30 days % PPD. If PPD percentages are left blank, identify reason: ☒ agree to standard 45 day cycle ☐ statutory/legal or Ready Payments (G.L. c. 29, § 23A); ☐ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy .)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) 2017 Shannon Anti-Gang Grant.- \$552,528.23			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ☒ 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date . ☐ 2. may be incurred as of _____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date . ☐ 3. were incurred as of _____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of 12/31/2017 with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions , this Standard Contract Form including the Instructions and Contractor Certifications , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR:		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:	
X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)		X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)	
Print Name:		Print Name: Angela F.F. Davis	
Print Title:		Print Title: Executive Director	



City Council

SCHEDULED

2.5

Meeting: 02/06/17 05:00 PM
Initiator: Christopher Fraser
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3853

Budget Transfer Across Departments - 15,364.77 (Mayor Sarno)

WHEREAS, to meet the expenses of the City of Springfield for the fiscal year commencing July 1, 2016 and ending June 30, 2017 (FY'17), 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 \$15,364.77 From the Comptroller - Reserve for Contingency account to the Dispatch Department - Salaries & Wages line to fund a new Quality Assurance/Freedom of Information Act Analyst position; and

WHEREAS, the City Comptroller, Patrick Burns, whose Department is in control of the appropriation from which the transfer is proposed to be made, has approved this transfer,

WHEREAS, after reviewing this order, 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 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 \$15,364.77 From the Comptroller - Reserve for Contingency account to the Dispatch Department - Salaries & Wages line in order to fund a Quality Assurance/Freedom of Information Act Analyst position and meet the expenses of the City of Springfield for Fiscal Year 2017.

From: Comptroller - Reserve for Contingency

0100-10-135-0000-0000-0010-000000-0000000-578200- \$15,364.77

To: Dispatch - Salaries & Wages

0100-20-250-2501-0000-0000-000000-0000000-501000- \$15,364.77

FINANCIAL IMPACT:

Budget Transfer Across Departments - 15,364.77

City of Springfield
36 Court Street
Springfield, MA 01103



Division of Administration
and Finance

To: Springfield City Council
From: Timothy J. Plante, Chief Administrative & Financial Officer
Date: February 1, 2017
Re: Order for Council Meeting – 02/06/2017
Cc: Mayor Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the February 6, 2017 Council meeting. This order is needed to transfer the sum of \$15,364.77 from the Comptroller's Office – Reserve for Contingency account to the Dispatch Department – Salaries & Wages account.

Background: As a result of changes to the State's Public Records Law, the Springfield Dispatch Department has seen a significant increase in both court/investigatory and Freedom of Information Act requests. This transfer will provide the department sufficient funding to hire a Quality Assurance/Freedom of Information Act Analyst, a position that is needed to maintain responsiveness to these legally mandated requests.

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 Dispatch (3853 : Budget Transfer Across Departments - 15,364.77)



City Council

SCHEDULED

Meeting: 02/06/17 05:00 PM

Initiator: Kathy Breck

Sponsors: Mayor Domenic J. Sarno

DOC ID: 3854 A

2.6

Order Approving 4 Year Lease Purchase Contract Term for School Computer Equipment (Mayor Sarno)

WHEREAS, Massachusetts General Laws chapter 30B, section 12(b) provides that the Chief Procurement Officer may not award a contract for more than three(3) years without a majority vote of the governmental body; and

WHEREAS, the School Department has requested that the City award a lease/purchase agreement to *HP Financial Services*, using a Massachusetts Higher Education Consortium contract, to acquire up to 7,106 computers (850 laptops for staff, 400 desktops for student use, and 244 laptop carts with 24 laptops per cart for student use), with a 4-year payment term; and

WHEREAS, under the proposed the lease/purchase agreement, the School Department would make fixed annual payments of up to \$1,200,000 for 4-years, with the equipment owned by the School Department at the end of the 4-year term; and

WHEREAS, a 4-year payment term supports the implementation of student and staff computer replacement policies adopted by the Springfield School Committee in December, 2013 that ensure replacement of laptop computers every four years and desktop computers every five years; and

WHEREAS, entering a 4-year lease-purchase agreement spreads the cost of the equipment out over it's useful life, provides budget stability by scheduling annual costs over four years, supports the sustainability of school technology initiatives by committing to technology investments over time, and enables the School Department to retain the technology at the end of the lease term at no additional cost; and

WHEREAS, for the reasons set forth above, the School Department has recommended that a 4-year term is more beneficial and cost effective than a 3-year term;

NOW THEREFORE BE IT ORDERED, pursuant to Mass. Gen. Laws ch. 30B, section 12(b), that the City Council approves the awarding of a contract with a term of four (4) years for the lease-purchase financing of computer equipment through *HP Financial Services*, as described above.



City Council

SCHEDULED

2.7

Meeting: 02/06/17 05:00 PM

Initiator: Pat Burns

Sponsors: Mayor Domenic J. Sarno

DOC ID: 3855

December 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
12/31/16

Revenues and Other Sources:	Revised Budget	Actual	Variance Over/(Under)	%
Real Estate & Personal Property Taxes	187,435,634	\$ 89,220,117	\$ (98,215,517)	48%
Real Estate & Personal Property Taxes - Tax Liens	-	1,042,230	1,042,230	0%
Motor Vehicle Excise	10,241,209	2,120,325	(8,120,884)	21%
Penalties, interest and other taxes	5,156,657	2,130,032	(3,026,625)	41%
Charges for Services	13,049,231	6,486,986	(6,562,245)	50%
Intergovernmental	366,960,286	181,792,667	(185,167,619)	50%
MSBA Payments	10,355,599	4,981,415	(5,374,184)	48%
Licenses and Permits	9,055,754	6,830,630	(2,225,124)	75%
Fines and Forfeits	479,116	262,926	(216,190)	55%
Interest earned on Investments	1,346,859	837,253	(509,606)	62%
Miscellaneous	9,480,615	4,845,230	(4,635,385)	51%
FY 2016 Net School Spending Shortfall (a.)	7,147,974	7,147,974	-	100%
Stabilization Reserves	1,497,365	1,497,365	-	100%
Other Financing Sources	-	233,250	233,250	0%
Total Revenues and Other Sources	622,206,299	309,428,398	(312,777,901)	50%
Expenditures and Other Uses:				
General government	23,410,094	12,202,456	11,207,638	52%
Public safety				
Police	43,166,081	23,564,153	19,601,928	55%
Fire	21,316,555	10,423,482	10,893,073	49%
Centralized Dispatch	1,909,826	1,116,362	793,463	58%
Other	3,993,453	2,143,937	1,849,516	54%
Health and Welfare	4,738,092	1,896,723	2,841,369	40%
Public works	10,054,484	7,041,680	3,012,804	70%
Education	398,324,944	181,787,308	216,537,635	46%
Culture and recreation	12,686,840	7,600,532	5,086,307	60%
Pension and fringe	58,368,139	44,579,754	13,788,385	76%
State and district assessments	3,519,143	1,809,222	1,709,921	51%
Debt Service	34,070,027	29,503,964	4,566,063	87%
Pay as you go Capital	3,362,442	1,383,521	1,978,921	41%
Other Financing Use - Trash Enterprise Supplement	3,286,181	3,286,181	0	100%
Total Expenditures and Other Uses	622,206,299	328,339,277	293,867,023	53%
Excess (deficiency) of revenues and other sources over expenditures and other uses	-	(18,910,878)	(18,910,878)	

(a.) The FY 2016 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
12/31/16

Expenditures and Other Uses:

General government	21,912,729	1,497,365	23,410,094	9,727,537	2,474,919	11,207,638	52%
Public safety							
Police	43,166,081	-	43,166,081	23,049,583	514,570	19,601,928	55%
Fire	21,316,555	-	21,316,555	10,149,823	273,659	10,893,073	49%
Centralized Dispatch	1,909,826	-	1,909,826	1,112,018	4,345	793,463	58%
Other	3,993,452	-	3,993,453	1,767,460	376,477	1,849,516	54%
Health and Welfare	4,738,092	-	4,738,092	1,809,054	87,670	2,841,369	40%
Public works	10,054,484	-	10,054,484	5,921,481	1,120,199	3,012,804	70%
Education	394,423,973	3,900,971	398,324,944	151,030,144	30,757,164	216,537,635	46%
Culture and recreation	12,686,840	-	12,686,840	6,428,035	1,172,498	5,086,307	60%
Pension and fringe	58,368,139	-	58,368,139	44,249,754	330,000	13,788,385	76%
State and district assessments	3,519,143	-	3,519,143	1,711,222	98,000	1,709,921	51%
Debt Service	34,070,027	-	34,070,027	29,503,964	-	4,566,063	87%
Pay as you go Capital	3,362,442	-	3,362,442	454,185	929,336	1,978,921	41%
Other Financing Use - Trash Enterprise Supplement	3,286,181	-	3,286,181	3,286,181	-	-	100%
Total Expenditures and Other Uses	616,807,963	5,398,336	622,206,299	290,200,440	38,138,837	293,867,022	53%



City Council

SCHEDULED

2.8

Meeting: 02/06/17 05:00 PM

Initiator: Kathy Breck

Sponsors: Mayor Domenic J. Sarno

DOC ID: 3856 A

Order Authorizing the Submission of Statements of Interest To the Mass. School Building Authority for Nine (9) School Projects (Mayor Sarno)

WHEREAS, the Superintendent of Schools, working with the Facilities Department, wishes to submit the attached Statements of Interest to the Massachusetts School Building Authority ("MSBA") in an effort to secure funding for repairs and improvements at the following seven (7) schools: *Bowles Elementary; High School of Commerce; Gerena Community School; Milton Bradley Elementary; South End Middle School; Sumner Avenue School; and Talmadge Elementary; and*

WHEREAS, the Superintendent of Schools, working with the Facilities Department, wishes to submit the attached Statements of Interest to the Massachusetts School Building Authority ("MSBA") in an effort to secure funding for the replacement of the following two (2) schools: *Homer Elementary; and Lincoln Elementary School; and*

WHEREAS, Statements of Interest must be approved by the City Council prior to submission to the MSBA;

NOW THEREFORE, BE IT ORDERED, that the City Council, by means of the votes attached hereto, hereby authorizes the Superintendent of Schools to submit the above-referenced Statements of Interest to the MSBA.

REQUIRED FORM OF VOTE TO SUBMIT A STATEMENT OF INTEREST

REQUIRED VOTES

If a City or Town, a vote in the following form is required from both the City Council/Board of Aldermen **OR** the Board of Selectmen/equivalent governing body **AND** the School Committee.

If a regional school district, a vote in the following form is required from the Regional School Committee only.

FORM OF VOTE

Please use the text below to prepare your City's, Town's or District's required vote(s).

Resolved: Having convened in an open meeting on February 6, 2017 , the City Council of Springfield, in accordance with its charter, by-laws, and ordinances, has voted to authorize the Superintendent to submit to the Massachusetts School Building Authority the Statement of Interest Form dated February 17, 2017 for the Samuel Bowles Elementary School located at 24 Bowles Park, Springfield, MA which describes and explains the following deficiencies and the priority category(s) for which an application may be submitted to the Massachusetts School Building Authority in the future as: Priority #5, for the renovation and replacement of the Roofing System of the School building, to ensure the health and the safety of the school children and to decrease the energy related costs associated with the school building, and hereby further specifically acknowledges that by submitting this Statement of Interest Form, the Massachusetts School Building Authority in no way guarantees the acceptance or the approval of an application, the awarding of a grant or any other funding commitment from the Massachusetts School Building Authority, or commits the City/Town/Regional School District to filing an application for funding with the Massachusetts School Building Authority.

DOCUMENTATION OF VOTE

Documentation of each vote must be submitted as follows:

For the vote of the City Council/Board of Aldermen or Board of Selectmen/equivalent governing body, a copy of the text of the vote must be submitted with a certification of the City/Town Clerk that the vote was duly recorded and the date of the vote must be provided.

For the vote of the School Committee, Minutes of the School Committee meeting at which the vote was taken must be submitted with the original signature of the Committee Chairperson.

REQUIRED FORM OF VOTE TO SUBMIT A STATEMENT OF INTEREST

REQUIRED VOTES

If a City or Town, a vote in the following form is required from both the City Council/Board of Aldermen **OR** the Board of Selectmen/equivalent governing body **AND** the School Committee.

If a regional school district, a vote in the following form is required from the Regional School Committee only.

FORM OF VOTE

Please use the text below to prepare your City's, Town's or District's required vote(s).

Resolved: Having convened in an open meeting on **February 6, 2017**, the **City Council** of **Springfield**, in accordance with its charter, by-laws, and ordinances, has voted to authorize the Superintendent to submit to the Massachusetts School Building Authority the Statement of Interest Form dated **February 17, 2017** for the **High School of Commerce** located at **415 State Street, Springfield, MA** which describes and explains the following deficiencies and the priority category(s) for which an application may be submitted to the Massachusetts School Building Authority in the future as: **Priority #5, for the renovation and replacement of the Roofing System of the School building, to ensure the health and the safety of the school children and to decrease the energy related costs associated with the school building**, and hereby further specifically acknowledges that by submitting this Statement of Interest Form, the Massachusetts School Building Authority in no way guarantees the acceptance or the approval of an application, the awarding of a grant or any other funding commitment from the Massachusetts School Building Authority, or commits the City/Town/Regional School District to filing an application for funding with the Massachusetts School Building Authority.

DOCUMENTATION OF VOTE

Documentation of each vote must be submitted as follows:

For the vote of the City Council/Board of Aldermen or Board of Selectmen/equivalent governing body, a copy of the text of the vote must be submitted with a certification of the City/Town Clerk that the vote was duly recorded and the date of the vote must be provided.

For the vote of the School Committee, Minutes of the School Committee meeting at which the vote was taken must be submitted with the original signature of the Committee Chairperson.

REQUIRED FORM OF VOTE TO SUBMIT A STATEMENT OF INTEREST

REQUIRED VOTES

If a City or Town, a vote in the following form is required from both the City Council/Board of Aldermen **OR** the Board of Selectmen/equivalent governing body **AND** the School Committee.

If a regional school district, a vote in the following form is required from the Regional School Committee only.

FORM OF VOTE

Please use the text below to prepare your City's, Town's or District's required vote(s).

Resolved: Having convened in an open meeting on February 6, 2017 , the City Council of Springfield, in accordance with its charter, by-laws, and ordinances, has voted to authorize the Superintendent to submit to the Massachusetts School Building Authority the Statement of Interest Form dated February 17, 2017 for the Gerena Community School located at 200 Birnie Avenue, Springfield, MA which describes and explains the following deficiencies and the priority category(s) for which an application may be submitted to the Massachusetts School Building Authority in the future as: Priority #5, for the replacement and upgrade to the Heating System and to place the school onto an automated web-based energy management system to ensure the health and safety of the school children and to decrease the energy related costs associated with the school building, and hereby further specifically acknowledges that by submitting this Statement of Interest Form, the Massachusetts School Building Authority in no way guarantees the acceptance or the approval of an application, the awarding of a grant or any other funding commitment from the Massachusetts School Building Authority, or commits the City/Town/Regional School District to filing an application for funding with the Massachusetts School Building Authority.

DOCUMENTATION OF VOTE

Documentation of each vote must be submitted as follows:

For the vote of the City Council/Board of Aldermen or Board of Selectmen/equivalent governing body, a copy of the text of the vote must be submitted with a certification of the City/Town Clerk that the vote was duly recorded and the date of the vote must be provided.

For the vote of the School Committee; Minutes of the School Committee meeting at which the vote was taken must be submitted with the original signature of the Committee Chairperson.

REQUIRED FORM OF VOTE TO SUBMIT A STATEMENT OF INTEREST

REQUIRED VOTES

If a City or Town, a vote in the following form is required from both the City Council/Board of Aldermen **OR** the Board of Selectmen/equivalent governing body **AND** the School Committee.

If a regional school district, a vote in the following form is required from the Regional School Committee only.

FORM OF VOTE

Please use the text below to prepare your City's, Town's or District's required vote(s).

Resolved: Having convened in an open meeting on **February 6, 2017**, the **City Council** of **Springfield**, in accordance with its charter, by-laws, and ordinances, has voted to authorize the Superintendent to submit to the Massachusetts School Building Authority the Statement of Interest Form dated **February 17, 2017** for the **Milton Bradley School** located at **22 Mulberry Street, Springfield, MA** which describes and explains the following deficiencies and the priority category(s) for which an application may be submitted to the Massachusetts School Building Authority in the future as: **Priority #5, for the renovation and replacement of the Roofing System of the School building, to ensure the health and the safety of the school children and to decrease the energy related costs associated with the school building,** and hereby further specifically acknowledges that by submitting this Statement of Interest Form, the Massachusetts School Building Authority in no way guarantees the acceptance or the approval of an application, the awarding of a grant or any other funding commitment from the Massachusetts School Building Authority, or commits the City/Town/Regional School District to filing an application for funding with the Massachusetts School Building Authority.

DOCUMENTATION OF VOTE

Documentation of each vote must be submitted as follows:

For the vote of the City Council/Board of Aldermen or Board of Selectmen/equivalent governing body, a copy of the text of the vote must be submitted with a certification of the City/Town Clerk that the vote was duly recorded and the date of the vote must be provided.

For the vote of the School Committee, Minutes of the School Committee meeting at which the vote was taken must be submitted with the original signature of the Committee Chairperson.

REQUIRED FORM OF VOTE TO SUBMIT A STATEMENT OF INTEREST

REQUIRED VOTES

If a City or Town, a vote in the following form is required from both the City Council/Board of Aldermen **OR** the Board of Selectmen/equivalent governing body **AND** the School Committee.

If a regional school district, a vote in the following form is required from the Regional School Committee only.

FORM OF VOTE

Please use the text below to prepare your City's, Town's or District's required vote(s).

Resolved: Having convened in an open meeting on February 6, 2017 , the City Council of Springfield, in accordance with its charter, by-laws, and ordinances, has voted to authorize the Superintendent to submit to the Massachusetts School Building Authority the Statement of Interest Form dated February 17, 2017 for the South End Middle School located at 36 Margaret Street, Springfield, MA which describes and explains the following deficiencies and the priority category(s) for which an application may be submitted to the Massachusetts School Building Authority in the future as: Priority #5, for the installation of new windows and exterior doors under the Accelerated Repair Program, and hereby further specifically acknowledges that by submitting this Statement of Interest Form, the Massachusetts School Building Authority in no way guarantees the acceptance or the approval of an application, the awarding of a grant or any other funding commitment from the Massachusetts School Building Authority, or commits the City/Town/Regional School District to filing an application for funding with the Massachusetts School Building Authority.

DOCUMENTATION OF VOTE

Documentation of each vote must be submitted as follows:

For the vote of the City Council/Board of Aldermen or Board of Selectmen/equivalent governing body, a copy of the text of the vote must be submitted with a certification of the City/Town Clerk that the vote was duly recorded and the date of the vote must be provided.

For the vote of the School Committee, Minutes of the School Committee meeting at which the vote was taken must be submitted with the original signature of the Committee Chairperson.

REQUIRED FORM OF VOTE TO SUBMIT A STATEMENT OF INTEREST

REQUIRED VOTES

If a City or Town, a vote in the following form is required from both the City Council/Board of Aldermen **OR** the Board of Selectmen/equivalent governing body **AND** the School Committee.

If a regional school district, a vote in the following form is required from the Regional School Committee only.

FORM OF VOTE

Please use the text below to prepare your City's, Town's or District's required vote(s).

Resolved: Having convened in an open meeting on February 6, 2017 , the City Council of Springfield, in accordance with its charter, by-laws, and ordinances, has voted to authorize the Superintendent to submit to the Massachusetts School Building Authority the Statement of Interest Form dated February 17, 2017 for the Sumner Avenue Elementary School located at 45 Sumner Avenue, Springfield, MA which describes and explains the following deficiencies and the priority category(s) for which an application may be submitted to the Massachusetts School Building Authority in the future as: Priority #5, for the renovation and replacement of the Roofing System of the School building, to ensure the health and the safety of the school children and to decrease the energy related costs associated with the school building, and hereby further specifically acknowledges that by submitting this Statement of Interest Form, the Massachusetts School Building Authority in no way guarantees the acceptance or the approval of an application, the awarding of a grant or any other funding commitment from the Massachusetts School Building Authority, or commits the City/Town/Regional School District to filing an application for funding with the Massachusetts School Building Authority.

DOCUMENTATION OF VOTE

Documentation of each vote must be submitted as follows:

For the vote of the City Council/Board of Aldermen or Board of Selectmen/equivalent governing body, a copy of the text of the vote must be submitted with a certification of the City/Town Clerk that the vote was duly recorded and the date of the vote must be provided.

For the vote of the School Committee, Minutes of the School Committee meeting at which the vote was taken must be submitted with the original signature of the Committee Chairperson.

REQUIRED FORM OF VOTE TO SUBMIT A STATEMENT OF INTEREST

REQUIRED VOTES

If a City or Town, a vote in the following form is required from both the City Council/Board of Aldermen **OR** the Board of Selectmen/equivalent governing body **AND** the School Committee.

If a regional school district, a vote in the following form is required from the Regional School Committee only.

FORM OF VOTE

Please use the text below to prepare your City's, Town's or District's required vote(s).

Resolved: Having convened in an open meeting on February 6, 2017 , the City Council of Springfield, in accordance with its charter, by-laws, and ordinances, has voted to authorize the Superintendent to submit to the Massachusetts School Building Authority the Statement of Interest Form dated February 17, 2017 for the Arthur T. Talmadge Elementary School located at 1395 Allen Street, Springfield, MA which describes and explains the following deficiencies and the priority category(s) for which an application may be submitted to the Massachusetts School Building Authority in the future as: Priority #5, for the installation of new windows and exterior doors under the Accelerated Repair Program, and hereby further specifically acknowledges that by submitting this Statement of Interest Form, the Massachusetts School Building Authority in no way guarantees the acceptance or the approval of an application, the awarding of a grant or any other funding commitment from the Massachusetts School Building Authority, or commits the City/Town/Regional School District to filing an application for funding with the Massachusetts School Building Authority.

DOCUMENTATION OF VOTE

Documentation of each vote must be submitted as follows:

For the vote of the City Council/Board of Aldermen or Board of Selectmen/equivalent governing body, a copy of the text of the vote must be submitted with a certification of the City/Town Clerk that the vote was duly recorded and the date of the vote must be provided.

For the vote of the School Committee, Minutes of the School Committee meeting at which the vote was taken must be submitted with the original signature of the Committee Chairperson.

REQUIRED FORM OF VOTE TO SUBMIT A STATEMENT OF INTEREST

REQUIRED VOTES

If a City or Town, a vote in the following form is required from both the City Council/Board of Aldermen **OR** the Board of Selectmen/equivalent governing body **AND** the School Committee.

If a regional school district, a vote in the following form is required from the Regional School Committee only.

FORM OF VOTE

Please use the text below to prepare your City's, Town's or District's required vote(s).

Resolved: Having convened in an open meeting on **February 6, 2017** , the **City Council** of **Springfield**, in accordance with its charter, by-laws, and ordinances, has voted to authorize the Superintendent to submit to the Massachusetts School Building Authority the Statement of Interest Form dated **April 7, 2017** for the **Homer Street School** located at **43 Homer Street, Springfield, MA** which describes and explains the following deficiencies and the priority category(s) for which an application may be submitted to the Massachusetts School Building Authority in the future as: **Priority #7, for the replacement of an obsolete school facility to better serve the Springfield students**, and hereby further specifically acknowledges that by submitting this Statement of Interest Form, the Massachusetts School Building Authority in no way guarantees the acceptance or the approval of an application, the awarding of a grant or any other funding commitment from the Massachusetts School Building Authority, or commits the City/Town/Regional School District to filing an application for funding with the Massachusetts School Building Authority.

DOCUMENTATION OF VOTE

Documentation of each vote must be submitted as follows:

For the vote of the City Council/Board of Aldermen or Board of Selectmen/equivalent governing body, a copy of the text of the vote must be submitted with a certification of the City/Town Clerk that the vote was duly recorded and the date of the vote must be provided.

For the vote of the School Committee, Minutes of the School Committee meeting at which the vote was taken must be submitted with the original signature of the Committee Chairperson.

REQUIRED FORM OF VOTE TO SUBMIT A STATEMENT OF INTEREST

REQUIRED VOTES

If a City or Town, a vote in the following form is required from both the City Council/Board of Aldermen **OR** the Board of Selectmen/equivalent governing body **AND** the School Committee.

If a regional school district, a vote in the following form is required from the Regional School Committee only.

FORM OF VOTE

Please use the text below to prepare your City's, Town's or District's required vote(s).

Resolved: Having convened in an open meeting on **February 6, 2017**, the **City Council** of **Springfield**, in accordance with its charter, by-laws, and ordinances, has voted to authorize the Superintendent to submit to the Massachusetts School Building Authority the Statement of Interest Form dated **April 7, 2017** for the **Lincoln Elementary School** located at **732 Chestnut Street, Springfield, MA** which describes and explains the following deficiencies and the priority category(s) for which an application may be submitted to the Massachusetts School Building Authority in the future as: **Priority #7, for the replacement of an obsolete school facility to better serve the Springfield students**, and hereby further specifically acknowledges that by submitting this Statement of Interest Form, the Massachusetts School Building Authority in no way guarantees the acceptance or the approval of an application, the awarding of a grant or any other funding commitment from the Massachusetts School Building Authority, or commits the City/Town/Regional School District to filing an application for funding with the Massachusetts School Building Authority.

DOCUMENTATION OF VOTE

Documentation of each vote must be submitted as follows:

For the vote of the City Council/Board of Aldermen or Board of Selectmen/equivalent governing body, a copy of the text of the vote must be submitted with a certification of the City/Town Clerk that the vote was duly recorded and the date of the vote must be provided.

For the vote of the School Committee, Minutes of the School Committee meeting at which the vote was taken must be submitted with the original signature of the Committee Chairperson.



City Council

SCHEDULED

2.9

Meeting: 02/06/17 05:00 PM
Initiator: Timothy Brown
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3857

Creation of a New Revolving Fund for Technology Take Home Fees- School Department (Mayor Sarno)

Fiscal Year 2017

July 1, 2016 to June 30, 2017

Date of Vote: February 6, 2017

Creation of a New Revolving Fund for Technology Take Home Fees - School Department

WHEREAS, pursuant to the requirements of Section 53A and 53E ½ of Chapter 44 of Massachusetts General Law, the following Revolving Fund shall be authorized for the fiscal year commencing July 1, 2016 and ending June 30, 2017 (FY17), provided that expenditures shall not be made or liabilities incurred for any revolving fund in excess of the balance of the fund, nor in excess of the total authorized expenditures of said fund.

WHEREAS, after reviewing this order, 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 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.

NOW THEREFORE BE IT ORDERED, that the City Council authorizes the creation of the following revolving fund for Fiscal Year 2017.

Annual Appropriation

Technology Take Home Fees

Program/Purpose: The School Committee has adopted a policy that allows students, at a school's discretion, to take home their district-owned, individually assigned laptop for purposes of completing schoolwork. Prior to taking a device home, the School Committee policy requires that students pay a \$10, non-refundable annual Technology Take Home fee. These annual Technology Take Home fees cover the cost of purchasing theft/loss insurance on the devices students take home. Six schools will be involved in a pilot program that implements this new policy. The program will begin February 27th, and continue until the end of the school year. The new revolving fund will be used to accept these Technology Take Home fees.

Receipts Credited: \$0

Authorization to Expend: \$11,000

Limitation: not to exceed \$11,000

City of Springfield
36 Court Street
Springfield, MA 01103

Division of Administration
and Finance



To: Springfield City Council
From: Timothy J. Plante, Chief Administrative & Financial Officer
Date: February 6, 2017
Re: Order for Council Meeting – 02/06/2017
Cc: Mayor Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the February 6, 2017 Council meeting. This order is needed to authorize the creation of a new revolving fund. This fund will be used to collect Technology Take Home fees and pay for theft and loss insurance on School Department laptops.

Background: The School Committee has adopted a policy that allows students, at a school's discretion, to take home their district-owned, individually assigned laptop for purposes of completing schoolwork. Prior to taking a device home, the School Committee policy requires that students pay a \$10, non-refundable annual Technology Take Home fee. These annual Technology Take Home fees cover the cost of purchasing theft and loss insurance on the devices students take home. Six schools will be involved in a pilot program that implements this new policy. The program will begin February 27th, and continue until the end of the school year. The new revolving fund will be used to accept these Technology Take Home fees.

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

2.10

Meeting: 02/06/17 05:00 PM

Initiator: Melanie Acobe

Sponsors: Mayor Domenic J. Sarno

DOC ID: 3864

Health Services for the Homeless Grant - No Match Required \$2,024,451 (Mayor Sarno)

WHEREAS, the Department of Health and Human Services, Health Services for the Homeless (HSH) has been awarded a grant totaling \$2,024,451 for the "Health Center Cluster" grant from the U.S. Department of Health & Human Services, Health Resources and Services Administration for the budget period February 01, 2017 through January 31, 2018; and

WHEREAS, the City of Springfield, Health & Human Services Division, Health Services for the Homeless through advocacy, accessibility, and cultural sensitivity provides medical, mental health, dental and case management services to homeless population in the tri-county area of Berkshire, Hampshire and Hampden; and

WHEREAS, the Department intends to expand services at the adolescent clinic; and

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

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

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

Health Services for the Homeless Grant - No Match Required \$2,024,451



REQUEST FOR GRANT SETUP

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

All fields are mandatory.

Date of Request 1/31/2017

Department Requesting Grant Setup SHHS

Department Phone # (Please include extension) 6710/6822

Name and Title of Person to Contact in Case of Questions DREW ROSSI/LORENE

Was this Grant previously setup for a prior fiscal year? YES
If yes, please indicate your previous project number: 67716

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

Grant Type:

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

Grant Name: HEALTH SERVICES FOR THE HOMELESS

Total Grant Amount Awarded: \$ 2,024,451

Is this a Reimbursable Grant?

(Y/N) YES

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

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

Entity Name	HRSA
Contact Person	SHERYL ALEXANDER
Street Address	Mailstop Code : 3M-90 / BPHC/ONHS 61 FORSYTH STREET, SW
City, State, Zip Code	ATLANTA, GA 30303
Telephone	404-562-6363
Fax	
E-Mail	salexander@hrsa.gov

Actual Award Date 1/18/2017

Board Approval Date

Start Date 2/1/2017

Expiration Date 1/31/2018

Renewal Action Date (optional)

If there are any Matching Funds:

Type

Percent

Amount

Is there any Leverage? HUD FUNDING ONLY

Source

Amount

Comments re: Description/Purpose of Grant

Health services for the Homeless

Comments re: Conditions/Restrictions of Grant

See Budget

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

If applicable enter the State ID # :

What is the required drawdown frequency?

(Ex: Monthly, Quarterly) Quarterly

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

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

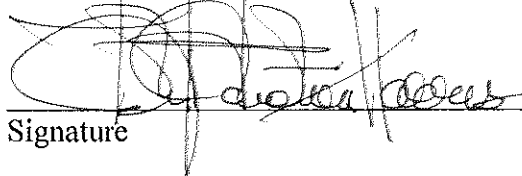
Please list all object codes needed for the grant.
(Attach additional sheets if additional orgs and roll-ups are needed):

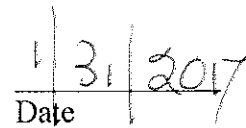
Org Code: 26775205

Object Codes:

Budget Roll-Up Codes: Yes

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


Signature


Date

Please attach the following documents:

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

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

View NoA

NoA Terms & Conditions Award Email

1. DATE ISSUED: (MM/DD/YYYY) : 01/18/2017 2. PROGRAM CFDA: 93.224

3. SUPERSEDES AWARD NOTICE dated: 12/27/2016
except that any additions or restrictions previously imposed remain in effect unless specifically rescinded.4a. AWARD NO.:
6 H80CS00001-16-014b. GRANT NO.:
H80CS000015. FORMER GRANT NO.:
H66CS003296. PROJECT PERIOD:
FROM: 11/01/2001 THROUGH: 01/31/20197. BUDGET PERIOD:
FROM: 02/01/2017 THROUGH: 01/31/2018

8. TITLE OF PROJECT (OR PROGRAM): HEALTH CENTER CLUSTER

9. GRANTEE NAME AND ADDRESS:
CITY OF SPRINGFIELD, MASSACHUSETTS
95 State St
Springfield, MA 01103-2091
DUNS NUMBER:
198910523
BHCMS # 010120

11. APPROVED BUDGET: (Excludes Direct Assistance)

☐ Grant Funds Only☒ Total project costs including grant funds and all other financial participation

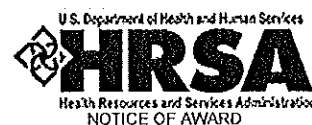
a. Salaries and Wages:	\$992,320.00
b. Fringe Benefits:	\$337,368.00
c. Total Personnel Costs:	\$1,329,708.00
d. Consultant Costs:	\$0.00
e. Equipment:	\$47,185.00
f. Supplies:	\$187,983.00
g. Travel:	\$26,318.00
h. Construction/Alteration and Renovation:	\$0.00
i. Other:	\$52,600.00
j. Consortium/Contractual Costs:	\$2,124,736.00
k. Trainee Related Expenses:	\$0.00
l. Trainee Stipends:	\$0.00
m. Trainee Tuition and Fees:	\$0.00
n. Trainee Travel:	\$0.00
o. TOTAL DIRECT COSTS:	\$3,768,530.00
p. INDIRECT COSTS (Rate: % of S&W/TADC) :	\$123,509.00
q. TOTAL APPROVED BUDGET:	\$3,892,039.00
i. Less Non-Federal Share:	\$1,867,588.00
ii. Federal Share:	\$2,024,451.00

15. PROGRAM INCOME SUBJECT TO 45 CFR 75.307 SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:

A=Addition B=Deduction C=Cost Sharing or Matching D=Other

☐ D

Estimated Program Income: \$1,867,588.00



AUTHORIZATION (Legislation/Regulation)

Public Health Service Act, Title III, Section 330

Public Health Service Act, Section 330, 42 U.S.C. 254b

Affordable Care Act, Section 10503

Public Health Service Act, Section 330, 42 U.S.C. 254, as amended.

Authority: Public Health Service Act, Section 330, 42 U.S.C. 254b, as amended

Public Health Service Act, Section 330, 42 U.S.C. 254b, as amended

Public Health Service Act, Section 330(e), 42 U.S.C. 254b
Section 330 of the Public Health Service Act, as amended (42 U.S.C. 254b, as amended) and Section 10503 of The Patient Protection and Affordable Care Act (P.L. 111-148)
Section 330 of the Public Health Service Act, as amended (42 U.S.C. 254b)

Public Health Service Act, Section 330, as amended (42 U.S.C. 254b)

Section 330 of the Public Health Service (PHS) Act, as amended (42 U.S.C. 254b, as amended)

Section 330 of the Public Health Service Act, as amended (42 U.S.C. 254b, as amended)

10. DIRECTOR: (PROGRAM DIRECTOR/PRINCIPAL INVESTIGATOR)

HELEN R CAULTON-HARRIS

CITY OF SPRINGFIELD, MASSACHUSETTS

95 State St

Springfield, MA 01103-2091

12. AWARD COMPUTATION FOR FINANCIAL ASSISTANCE:

a. Authorized Financial Assistance This Period	\$2,024,451.00
b. Less Unobligated Balance from Prior Budget Periods	
i. Additional Authority	\$0.00
ii. Offset	\$0.00
c. Unawarded Balance of Current Year's Funds	\$1,349,634.00
d. Less Cumulative Prior Awards(s) This Budget Period	\$674,817.00
e. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	\$0.00

13. RECOMMENDED FUTURE SUPPORT: (Subject to the availability of funds and satisfactory progress of project)

YEAR	TOTAL COSTS
17	\$2,170,284.00

14. APPROVED DIRECT ASSISTANCE BUDGET: (In lieu of cash)

a. Amount of Direct Assistance	\$0.00
b. Less Unawarded Balance of Current Year's Funds	\$0.00
c. Less Cumulative Prior Awards(s) This Budget Period	\$0.00
d. AMOUNT OF DIRECT ASSISTANCE THIS ACTION	\$0.00

Attachment: Health Services for the Homeless (3864 : Health Services for the Homeless Grant- No Match Required \$2,024,541.00)

FY-CAN	CFDA	DOCUMENT NO.	AMT. FIN. ASST.	AMT. DIR. ASST.	SUB PROGRAM CODE	SUB ACCOUNT CODE
17 - 3980879	93.224	16H80CS00001	\$0.00	\$0.00	HCH	HealthCareCenters_16
17 - 398879G	93.527	16H80CS00001	\$0.00	\$0.00	HCH	HealthCareCenters_16

Close Window

Attachment: Health Services for the Homeless (3864 : Health Services for the Homeless Grant- No Match Required \$2,024,541.00)

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City Council

SCHEDULED

2.11

Meeting: 02/06/17 05:00 PM

Initiator: Melanie Acobe

Sponsors: Mayor Domenic J. Sarno

DOC ID: 3865

Elders Donations- \$1,509.30 (Mayor Sarno)

WHEREAS, the Department of Elder Affairs has been awarded donations totaling \$1,509.30 from various individuals; and

WHEREAS, the funds provided by the donors were designated for the Elder Affairs Donation Fund; and

WHEREAS, the Department has accepted the donation and requests authorization from the City Council and the Mayor to expend the donation funds listed in Attachment; and

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

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

Elders Donations- \$1,509.30

ORG	OBJECT	ACCOUNT	DESCRIPTI	YEAR	PER	JOURNAL	EFF DATE	SRC	REF1
'29215404	'483000	'2921-50-5	'DONATIO	2017	'06	' 2475	'12/28/201	CRP	'541
'29215404	'483000	'2921-50-5	'DONATIO	2017	'06	' 1793	'12/20/201	CRP	'541
'29215404	'483000	'2921-50-5	'DONATIO	2017	'06	' 1793	'12/20/201	CRP	'541
'29215404	'483000	'2921-50-5	'DONATIO	2017	'06	' 1793	'12/20/201	CRP	'541
'29215404	'483000	'2921-50-5	'DONATIO	2017	'05	' 1164	'11/15/201	CRP	'541

PO/REF2	AMOUNT	P
'4425378	-113	Y
'4421375	-448.3	Y
'4421387	-20	Y
'4421390	-10	Y
'4402479	-918	Y
TOTAL	-1,509.30	

Attachment: DEA DONATIONS 02_06_17 (3865 : Elders Donations - \$1,509.30)



City Council

SCHEDULED

2.12

Meeting: 02/06/17 05:00 PM
Initiator: Heather Potito
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3868

Budget Transfer W/In a Department - \$45,000 (Mayor Sarno)

WHEREAS, to meet the expenses of the City of Springfield for the fiscal year commencing July 1, 2016 and ending June 30, 2017 (FY17), 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 \$45,000 from the Assessor - Salaries & Wages line to the Assessor - Professional Services line in order to fund expenses related to the FY17-FY18 property valuations on behalf of the City of Springfield.

WHEREAS, after reviewing this order, 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 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 \$45,000 from the Assessor - Salaries line to the Assessor - Professional Services line in order to fund expenses related to the FY17-FY18 property valuations on behalf of the City of Springfield for Fiscal Year 2017.

From: Assessor - Salaries & Wages

0100-10-141-0000-0000-0010-000000-0000000-501000- \$45,000.00

To: Assessor - Professional Services

0100-10-141-0000-0000-0000-000000-0000000-530105- \$45,000.00

FINANCIAL IMPACT:

Budget Transfer W/In a Department - \$45,000

City of Springfield
36 Court Street
Springfield, MA 01103



Division of Administration
and Finance

To: Springfield City Council
From: Timothy J. Plante, Chief Administrative & Financial Officer
Date: February 6, 2017
Re: Order for Council Meeting – February 6, 2017
Cc: Mayor Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the February 6, 2017 Council meeting. This order is needed to transfer the sum of \$45,000 from the Assessor - Salaries & Wages line item to the Assessor - Professional Services line item. This transfer will fund expenses relating to the FY17-FY18 property valuations on behalf of the City of Springfield in fiscal year 2017.

Background: The Assessor's Department is requesting additional funding for Professional Services in fiscal year 2017 to begin fiscal year 2018 property valuations. Projections calculated by the Office of Management and Budget reflect that the Assessor's Department has savings in the Salaries & Wages line item. This transfer will allow those savings to be used to offset expenses for the fiscal year 2017-2018 property valuations to be charged to Professional Services in fiscal year 2017.

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 - Assessor Budget Transfer (3868 : Budget Transfer W/in a Department - \$45,000)



City Council

SCHEDULED

2.13

Meeting: 02/06/17 05:00 PM

Initiator: Thomas Moore

Sponsors: Mayor Domenic J. Sarno

DOC ID: 3870

Authorizing the Mayor to Execute a Quitclaim Deed for West Side Main Street for Sale to Hunt Real Estate Services (Mayor Sarno)

Order Authorizing the Transfer of Real Property known as West Side Main Street to Hunt Real Estate Services

(Mayor Sarno)

WHEREAS, the City of Springfield (the “City”) is the owner of certain real property known as West Side Main Street (Parcel #08130-0245), Springfield, Massachusetts, (herein the “the Property”); and

WHEREAS, the City issued a Request for Proposals (#17-025) for the disposition and redevelopment of the Property, which has a City assessed value of twenty seven thousand and one hundred dollars (\$27,100); and

WHEREAS, in accordance with Massachusetts General Laws c. 30B section 16, the RFP Selection Committee identified Hunt Real Estate Services as the entity submitting the most advantageous proposal; and

WHEREAS, on or about October 14, 2016, was designated preferred developer for the Property, contingent upon the completion of certain due diligence actions on site; and

WHEREAS, at this time, Hunt Real Estate Services have completed due diligence actions at the Property, and have received the approval of the City of Springfield Office of Planning and Economic Development and subject to the approval of the Office of City Engineering

WHEREAS, the RFP Selection Committee believed the proposal from Hunt Real Estate Services benefits the city by redeveloping the property as a Family Dollar store; and

WHEREAS, 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 known as West Side Main Street (Parcel # 08130-0245), Springfield, Massachusetts to Hunt Real Estate Services, for the price of ten thousand dollars (\$10,000), and authorizes the Mayor to execute Land Disposition Agreement and Quitclaim Deed documents, in substantially the same form as those included in the attached Exhibit A.

EXHIBIT A

{draft}

LAND DISPOSITION AGREEMENT

This Agreement is made and entered into as of the ____ day of January, 2017 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 _____, a _____ Corporation, with a last and usual address at _____ (the “Redeveloper”) (the City and the Redeveloper 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, #17-025 (“RFP”), for the sale and redevelopment of a City-owned property known as West Side Main Street (Parcel # 08130-0245), Springfield, Massachusetts (the “Property”); and

WHEREAS, on or about September 22, 2016, the Redeveloper submitted a response to the RFP, and on or about October 14, 2016, the City awarded the Redeveloper the Preferred Developer Designation for the RFP; and

WHEREAS, pursuant to its response to the RFP, the Redeveloper shall develop the Property by constructing and operating a Family Dollar store at the property, 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 Redeveloper 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 Redeveloper.
- g) “Design Proposal” shall mean a submittal by the Redeveloper that includes a project narrative, site plan and floor plan as well as any accompanying drawings and /or sketches submitted by the Redeveloper 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 construction and operation of a Family Dollar store at the property, 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 Redeveloper covenants and agrees to purchase and develop the Property.

Section 202: Condition of Land to be Conveyed

The City and the Redeveloper covenant and agree that the Property shall be conveyed in an “as is” condition. The Redeveloper agrees to accept all responsibility for environmental concerns upon the transfer of the Property. *The Redeveloper 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 Ten Thousand Dollars (\$10,000.00) and other good and valuable consideration, which is the complete performance by the Redeveloper 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 Redeveloper shall take place on or before February 28, 2017, 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 Redeveloper intends on taking title to the Property under the name of a as of yet created development limited liability company.

Section 206: Tax Stamps and Other Closing Costs

The Redeveloper 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 Redeveloper shall pay all taxes, charges or assessments (if any) allocable to the Property with respect to any period after delivery to the Redeveloper 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 Redeveloper 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 Redeveloper 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. Prior to or simultaneous with the closing, the Redeveloper shall execute and deliver to the City a Reverter Deed (the "Reverter Deed") in the same form as the attached Exhibit B. If the Redeveloper 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 Redeveloper, 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 Redeveloper.

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 Redeveloper 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 Redeveloper shall mutually agree; provided, however, that the Redeveloper 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 Redeveloper. 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 Redeveloper, 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 Redeveloper hereby represents and warrants to the City, without limiting the representations, covenants and warranties of Redeveloper 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 Redeveloper is a _____ Corporation. Title to the Property shall be in the name of _____.

2. This Agreement has been duly authorized, executed and delivered by the Redeveloper, and is the legal, valid and binding obligation of the Redeveloper, and does not violate any provision of any agreement or judicial order to which the Redeveloper is a party or to which the Redeveloper is subject. All documents to be executed by the Redeveloper which are to be delivered at the Closing will, at the time of the Closing, (i) be duly authorized, executed and delivered by the Redeveloper, (ii) be legal, valid and binding obligations of the Redeveloper, (iii) not violate any provision of any agreement

or judicial order to which the Redeveloper is a party or to which the Redeveloper is subject.

3. The Redeveloper 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 Redeveloper, 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 Redeveloper shall be solely responsible for obtaining all permits and approvals necessary to commence with the Improvements.

5. The Redeveloper 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 Redeveloper 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 Redeveloper for itself, and its successors and assigns, that the Redeveloper, 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;

. 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 Redeveloper 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 Redeveloper agrees for itself, its successors and assigns, that during construction and thereafter, the Redeveloper, 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. All Improvements are to be built in accordance with the intent of the RFP, the Redeveloper'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 Redeveloper's proposal in response to the RFP are incorporated herein by reference.

b. The Redeveloper 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 Redeveloper to address comments and incorporate reasonable recommendations offered by the City:

1. The Design Proposal shall be submitted by the Redeveloper 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 Redeveloper 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 Redeveloper 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 Redeveloper 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 Redeveloper 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 Redeveloper 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 Redeveloper 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 Redeveloper 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 Redeveloper 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 Redeveloper 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 Redeveloper 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 Redeveloper 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 Redeveloper 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 Redeveloper. Redeveloper 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 Redeveloper from time to time during construction of the Improvements, all necessary safeguards for the protection of workers and the public.

b. The Redeveloper shall diligently prosecute to completion the construction of the Improvements and shall complete such construction not later than twelve (12) 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 six (6) months.

c. The Redeveloper 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 Redeveloper 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 Redeveloper 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 Redeveloper 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 Redeveloper 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 Redeveloper 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 Redeveloper 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 Redeveloper 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 Redeveloper 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 Redeveloper, provide the Redeveloper with a written statement, indicating in adequate detail in what respects the Redeveloper 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 Redeveloper 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 Redeveloper 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 Redeveloper 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 Redeveloper and the contractor or subcontractor. This provision shall survive the issuance of a Certificate of Completion.

ARTICLE IV

TRANSFER AND MORTGAGE OF REDEVELOPER'S INTEREST

Section 401: Transfer of Interest in Property by Redeveloper

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 Redeveloper (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 Redeveloper 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 Redeveloper 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 Redeveloper, by any other methods or means, without prior written approval of OPED. The Redeveloper 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 Redeveloper 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 Redeveloper.

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 Redeveloper, to begin, complete, and or maintain and operate, as applicable, the Improvements and all obligations of the Redeveloper 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 Redeveloper 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 Redeveloper 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 Redeveloper from the transferee or transferees in excess of an amount representing the actual cost to the Redeveloper 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 Redeveloper 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 Redeveloper shall be responsible, jointly and severally with the transferee, for curing or effecting the cure of such violation. If the Redeveloper shall fail or refuse to affect such cure, the City may institute such actions or proceedings against the transferee and/or the Redeveloper 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 Redeveloper 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 Redeveloper 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 Redeveloper 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 Redeveloper, 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 Redeveloper 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 Redeveloper for any such purpose; the Redeveloper 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 Redeveloper 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 Redeveloper 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 Redeveloper 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 Redeveloper 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 Redeveloper 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 Redeveloper set forth in this Agreement, to the extent the City prevails in such proceedings. The Redeveloper 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 Redeveloper's exercise of its rights hereunder with respect to the Properties prior to the conveyance of the Properties to the Redeveloper, (ii) the Redeveloper's conduct of its obligations hereunder, and/or (iii) the Redeveloper'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 Redeveloper; provided however, that if a Lender acquires title to the Property or control of the Redeveloper after the Redeveloper 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 Redeveloper. 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 Redeveloper, 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 Redeveloper, 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 Redeveloper becomes subject to the risk or hazard covered thereby, and shall be continued in full force and effect for such period as the Redeveloper 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 Redeveloper Fails to Do So

If the Redeveloper, 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 Redeveloper, procure or renew such insurance, and all amounts of money paid therefor by the City shall be payable by the Redeveloper, 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 Redeveloper, its successors and assigns. The City shall notify the Redeveloper, its successors and assigns, in writing of the date, purposes, and amounts of any such payments made by it.

Section 604: Redeveloper'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 Redeveloper 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 Redeveloper 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 Redeveloper, subject to the rights of any Lender of record permitted hereunder and the rights of the City.

c. The Redeveloper, 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 Redeveloper, 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 Redeveloper 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 Redeveloper shall have no obligation to reconstruct, restore or repair. Redeveloper agrees to exercise all reasonable efforts to obtain such permits and approvals as are necessary to reconstruct, restore or repair such Improvements, but Redeveloper 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 Redeveloper 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 Redeveloper.

ARTICLE VII

RIGHTS AND REMEDIES IN EVENT OF BREACH BY REDEVELOPER

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

If the Redeveloper 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 Redeveloper or with respect to the identity of the parties in control of the Redeveloper 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 Redeveloper has fully satisfied the requirements of this Section 701.

Section 702: Consequence of Certain Breaches by Redeveloper

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

1. The Redeveloper 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 Redeveloper 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 Redeveloper;

then, the City shall in writing notify the Redeveloper and the Lenders of which the City has notice, of such failure or violation. The Redeveloper 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 Redeveloper 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 Redeveloper 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 Redeveloper, it being the intent of this, together with other provisions of this Agreement, that the conveyance of the Properties to the Redeveloper 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 Redeveloper, 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 Redeveloper 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 Redeveloper for and up to the amount expended by it in the purchase and improvement of the Property less any profit theretofore realized by the Redeveloper from the disposition of any interest in the Property or in any individual part or parcel thereof, and any income realized by the Redeveloper 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 Redeveloper 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 Redeveloper. To facilitate the operation of this Section 703, the Redeveloper shall at all times keep the City provided with an up-to-date list of names and addresses of Lenders from whom the Redeveloper 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 Redeveloper

a. If the Redeveloper has received notice from the City of a default under this Agreement and such breach is not cured by the Redeveloper 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 Redeveloper, 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 Redeveloper 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 Redeveloper 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 Redeveloper 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 Redeveloper.

b. The Redeveloper 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 Redeveloper's intention to appeal said finding, the applicable City authority shall hear such appeal at a public meeting.

c. Upon the failure of the Redeveloper to appeal the notice of violation, or upon a determination by the City, subsequent to any appeal, that the Redeveloper 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 Redeveloper.

d. Upon the failure of the Redeveloper to appeal the notice of violation, or upon the determination by the City, subsequent to an appeal of the finding, that the Redeveloper 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 Redeveloper, 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 Redeveloper is submitted by it to the City, and the Redeveloper 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 Redeveloper 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 Redeveloper'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 Redeveloper (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

Redeveloper agrees throughout the term of this Agreement, and for its successors and or assigns, at Redeveloper'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. Redeveloper 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 Redeveloper 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, Redeveloper

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 Redeveloper, 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 Redeveloper 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 Redeveloper or to its successors or on any obligations under the terms of this Agreement.

b. After the date hereinabove first written, the Redeveloper 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 Redeveloper 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 Redeveloper or in the Properties prior to the completion of the Improvements thereon in accordance with this Agreement and the Plan.

c. The Redeveloper covenants that it has not employed or retained any company or person (other than a full-time bonafide employee working for the Redeveloper) 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 Redeveloper, 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:

Redeveloper: Mackenzie Simpson
Hunt Real Estate Services
Northeast Acquisitions
P.O. Box 11583
Portland, Maine 04104

With a copy to: Attorney _____

City: Kevin Kennedy
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 Redeveloper 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 Redeveloper, 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 Redeveloper, 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 Redeveloper 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 Redeveloper agrees for itself, its successors, and assigns, that during construction and thereafter the Redeveloper, 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 Redeveloper and the public body or bodies succeeding to the interests of the City, and to any subsequent grantees of the Property.

Neither the Redeveloper 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 Redeveloper and not to the assets of any member of the Redeveloper in the event of any breach by the Redeveloper of its obligations hereunder, it being understood that in no event shall the assets of any member or manager of the Redeveloper, other than their interest in the Property, be subject to liability for any such breach.

Section 813: Obligation to Pay Costs

Redeveloper 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 Redeveloper, or occurrence of condition which, under this Lease, confers upon Redeveloper the right to exercise remedies available to the City during an Event of Default of Redeveloper 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 Redeveloper may have under this Agreement, or any of its provisions, may be waived in writing by the City or the Redeveloper, 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 Redeveloper 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 Redeveloper shall cause the Property to comply with all Applicable Laws (as defined below).

a. By accepting and recording this Agreement and the Deed, Redeveloper, 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 Redeveloper’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 Redeveloper, and its successors and assigns, at Redeveloper’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 Redeveloper 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 Redeveloper’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 Redeveloper in connection with the Property, the provisions of this Agreement shall be dispositive.

Section 817: Disclosure Representation and Warranty

The Redeveloper 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 Redeveloper, at Redeveloper's sole expense, in the Registry of Deeds for Hampden County, or with the Land Court, as applicable.

Section 824: Job Creation

Upon completion of the Improvements and commencement of business operations of the Family Dollar store at the Property, the Redeveloper shall create a minimum of six (6) full time employment positions at the Property, with no less than sixty (60%) percent of the employees being Springfield residents.

IN WITNESS WHEREOF, on the ____ day of January, 2017, 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

Redeveloper

By: Kevin Kennedy

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 January, 2017 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 January, 2017, 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:

Order (ID # 3870)

Meeting of February 6, 2017

Exhibit A

Legal Description:

A certain parcel of land known as West Side Main Street (Parcel # 08130 - 0245), Springfield, Massachusetts.

Order (ID # 3870)

Meeting of February 6, 2017

Exhibit B

REVERTER DEED

KNOW ALL PERSONS BY THESE PRESENTS that _____, a
_____, with a last address and usual place of service at _____
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 West Side Main Street (Parcel # 08130 - 0245), Springfield, Massachusetts, known herein as “the Property”.

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 _____, dated January __, 2017.

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 ____th day of February, 2017.

Witness

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, ss.

Springfield, Massachusetts

On this ____ day of February, 2017 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:

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 **TEN THOUSAND DOLLARS (\$10,000.00)**, hereby grants to _____, (“Grantee”) with a last address and usual place of service at _____, Springfield, Massachusetts, with **QUITCLAIM COVENANTS**, the land in said Springfield described as follows:

A certain parcel of land known as West Side Main Street (Parcel #08130 - 0245), Springfield, Massachusetts, being the same parcel of land taken for failure to pay taxes by Final Judgment of the Massachusetts Land Court in Tax Lien Case No. ___, dated ___, recorded at the Hampden County Registry of Deeds at Book ___, Page ___ on ___, and by an Instrument of Taking 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 parcels (as evidenced by a Certificate of Occupancy from the City of Springfield Building Department), comprising of remediating, preserving and redeveloping the existing structure at the property, to improve and establish commercial tenancy at the Property, as determined by the City of Springfield Office of Planning and Economic Development, within twelve (12) 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 January ___, 2017 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 February, 2017, 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 ___th of January, 2017, 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 February, 2017, 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:

EXHIBIT A

(City Council Order - Executed)

EXHIBIT B
(LDA Executed)

MEMORANDUM

To: Mayor Domenic J. Sarno, Lauren Stabilo, Chief Procurement Officer, and Kevin Kennedy, Chief Development Officer

From: Tom Mathews, Project Manager

Subject: Selection Committee of RFP bid # 17-025 – W S Main Street (08130 - 0245)

CC Phil Dromey, Steve Lonergan;

Date: September 30, 2016

In accordance with the selection process for RFP# 17-025, the Selection Committee has completed its review and submits its recommendations to you. The Committee met on September 22, 2016 to review the one (1) proposal received. The proposal was evaluated based on the comparative evaluation criteria set forth on the RFP.

The Committee was made up of the following individuals:

Phil Dromey, Deputy Planning Director
Steve Lonergan, City Collector-Treasurer
Scott Hanson, Principal Planner for City, *absent from the meeting*
Adam Gomez, City Councilor, *absent from the meeting*

Summary of Proposal

The RFP received a single proposal for the Memorial Square parcel known as W S Main Street (08130 – 0245).

Mr. Mackenzie Simpson who is representing Hunt Real Estate submitted a bid of \$10,000.

Hunt Real Estate plans to develop the vacant parcel into the following use, a free standing neighborhood Family Dollar retail store that will create between 6 – 10 permanent jobs for the City.

According to the developer the total cost of the project will be \$2,230,000 which includes the \$10,000 purchase of the one parcel. The entire redevelopment project is projected to be completed twelve months after the transfer of title of the property.

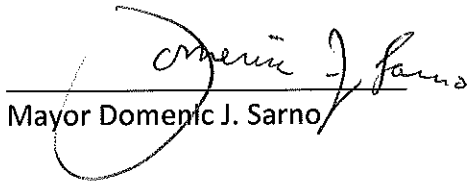
The New North Council as well as the Selection Committee support the project submitted by Mr. Simpson and Hunt Real Estate.

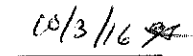
Committee Recommendation

The Committee recommends that the City of Springfield accept offer to purchase W S Main Street for a total of \$10,000. Based upon the conditions and timelines outlined below:

- Hunt Real Estate must get a firm commitment from the bank or lender.
- The Review Committee would like a more detailed site plan showing details regarding the curb cuts, a detailed maintenance plan and details of the landscaping and signage plan.
- The committee wanted to see a similar style building which was developed in Riverview, Florida.

I, Mayor Domenic J. Sarno, accept the Committee's recommendation by signing below:


Mayor Domenic J. Sarno


Date



City Council

SCHEDULED

Meeting: 02/06/17 05:00 PM
Initiator: Thomas Moore
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3871

2.14

Authorizing the Mayor to Execute a Quitclaim Deed for 739 Main Street for Sale to Rita Caputa-Capua (Mayor Sarno)

Order Authorizing the Transfer of Real Property known as 739 Main Street to Rita Caputo-Capua

(Mayor Sarno)

WHEREAS, the City of Springfield (the "City") is the owner of certain real property known as 739 (East Side) Main Street (Parcel #08130-0609), Springfield, Massachusetts, (herein the "the Property"); and

WHEREAS, the City issued a Request for Proposals (#17-049) for the disposition and redevelopment of the Property, which has a City assessed value of twenty nine thousand six hundred dollars (\$29,600); and

WHEREAS, in accordance with Massachusetts General Laws c. 30B section 16, the RFP Selection Committee identified Hunt Real Estate Services as the entity submitting the most advantageous proposal; and

WHEREAS, on or about November 22, 2016, was designated preferred developer for the Property, contingent upon the completion of certain due diligence actions on site; and

WHEREAS, at this time, Rita Caputo-Capua has completed due diligence actions at the Property, and have received the approval of the City of Springfield Office of Planning and Economic Development and subject to the approval of the Office of City Engineering

WHEREAS, the RFP Selection Committee believed the proposal from Rita Caputo-Capua benefits the city by redeveloping the property as expanded parking; and

WHEREAS, 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 known as 739 (East Side) Main Street (Parcel # 08130-0609), Springfield, Massachusetts to Rita Caputo-Capua, for the price of twenty thousand dollars (\$20,000), and authorizes the Mayor to execute Land Disposition Agreement and Quitclaim Deed documents, in substantially the same form as those included in the attached Exhibit A.

EXHIBIT A

{draft}

LAND DISPOSITION AGREEMENT

This Agreement is made and entered into as of the ____ day of February, 2017 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 _____, a _____, with a last and usual address at _____ (the “Redeveloper”) (the City and

the Redeveloper 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, #17-049 (“RFP”), for the sale and redevelopment of a City-owned property known as 739 (East Side) Main Street (Parcel # 08130-0609), Springfield, Massachusetts (the “Property”); and

WHEREAS, on or about November 1, 2016, the Redeveloper submitted a response to the RFP, and on or about November 22, 2016, the City awarded the Redeveloper the Preferred Developer Designation for the RFP; and

WHEREAS, pursuant to its response to the RFP, the Redeveloper shall develop the Property by constructing an expanded parking lot at the property, 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 Redeveloper 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 Redeveloper.
- g) “Design Proposal” shall mean a submittal by the Redeveloper that includes a project narrative, site plan and floor plan as well as any accompanying drawings and /or sketches submitted by the Redeveloper 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 construction of a parking lot, 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 Redeveloper covenants and agrees to purchase and develop the Property.

Section 202: Condition of Land to be Conveyed

The City and the Redeveloper covenant and agree that the Property shall be conveyed in an “as is” condition. The Redeveloper agrees to accept all responsibility for environmental concerns upon the transfer of the Property. *The Redeveloper 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 Twenty Thousand Dollars (\$20,000.00) and other good and valuable consideration, which is the complete performance by the Redeveloper 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 Redeveloper shall take place on or before February 28, 2017, 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 Redeveloper intends on taking title to the Property under the name of a as of yet created development limited liability company.

Section 206: Tax Stamps and Other Closing Costs

The Redeveloper 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 Redeveloper shall pay all taxes, charges or assessments (if any) allocable to the Property with respect to any period after delivery to the Redeveloper 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 Redeveloper 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 Redeveloper 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 Redeveloper provided the City with a signed letter from the owner of 10-12 Adams Street stating that the chain link fence between 10-12 Adam Street and 739 Main Street is agreeable and that a solid fence is not required.
- c. Prior to or simultaneous with the closing, the Redeveloper shall execute and deliver to the City a Reverter Deed (the "Reverter Deed") in the same form as the attached Exhibit B. If the Redeveloper 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 Redeveloper, 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 Redeveloper.

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 Redeveloper 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 Redeveloper shall mutually agree; provided, however, that the Redeveloper 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 Redeveloper. 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 Redeveloper, 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 Redeveloper hereby represents and warrants to the City, without limiting the representations, covenants and warranties of Redeveloper 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 Redeveloper is a _____. Title to the Property shall be in the name of _____.

2. This Agreement has been duly authorized, executed and delivered by the Redeveloper, and is the legal, valid and binding obligation of the Redeveloper, and does not violate any provision of any agreement or judicial order to which the Redeveloper is a party or to which the Redeveloper is subject. All documents to be executed by the Redeveloper which are to be delivered at the Closing will, at the time of the Closing, (i) be duly authorized, executed and delivered by the Redeveloper, (ii) be legal, valid and binding obligations of the Redeveloper, (iii) not violate any provision of any agreement

or judicial order to which the Redeveloper is a party or to which the Redeveloper is subject.

3. The Redeveloper 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 Redeveloper, 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 Redeveloper shall be solely responsible for obtaining all permits and approvals necessary to commence with the Improvements.

5. The Redeveloper 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 Redeveloper 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 Redeveloper for itself, and its successors and assigns, that the Redeveloper, 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;

. 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 Redeveloper 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 Redeveloper agrees for itself, its successors and assigns, that during construction and thereafter, the Redeveloper, 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. All Improvements are to be built in accordance with the intent of the RFP, the Redeveloper'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 Redeveloper's proposal in response to the RFP are incorporated herein by reference.

b. The Redeveloper 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 Redeveloper to address comments and incorporate reasonable recommendations offered by the City:

1. The Design Proposal shall be submitted by the Redeveloper 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 Redeveloper 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 Redeveloper 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 Redeveloper 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 Redeveloper 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 Redeveloper 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 Redeveloper 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 Redeveloper 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 Redeveloper 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 Redeveloper 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 Redeveloper 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 Redeveloper 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 Redeveloper 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 Redeveloper. Redeveloper 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 Redeveloper from time to time during construction of the Improvements, all necessary safeguards for the protection of workers and the public.

b. The Redeveloper shall diligently prosecute to completion the construction of the Improvements and shall complete such construction not later than twelve (12) 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 six (6) months.

c. The Redeveloper 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 Redeveloper 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 Redeveloper 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 Redeveloper 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 Redeveloper 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 Redeveloper 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 Redeveloper 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 Redeveloper 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 Redeveloper 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 Redeveloper, provide the Redeveloper with a written statement, indicating in adequate detail in what respects the Redeveloper 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 Redeveloper 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 Redeveloper 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 Redeveloper 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 Redeveloper and the contractor or subcontractor. This provision shall survive the issuance of a Certificate of Completion.

ARTICLE IV

TRANSFER AND MORTGAGE OF REDEVELOPER'S INTEREST

Section 401: Transfer of Interest in Property by Redeveloper

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 Redeveloper (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 Redeveloper 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 Redeveloper 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 Redeveloper, by any other methods or means, without prior written approval of OPED. The Redeveloper 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 Redeveloper 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 Redeveloper.

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 Redeveloper, to begin, complete, and or maintain and operate, as applicable, the Improvements and all obligations of the Redeveloper 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 Redeveloper 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 Redeveloper 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 Redeveloper from the transferee or transferees in excess of an amount representing the actual cost to the Redeveloper 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 Redeveloper 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 Redeveloper shall be responsible, jointly and severally with the transferee, for curing or effecting the cure of such violation. If the Redeveloper shall fail or refuse to affect such cure, the City may institute such actions or proceedings against the transferee and/or the Redeveloper 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 Redeveloper 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 Redeveloper 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 Redeveloper 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 Redeveloper, 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 Redeveloper 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 Redeveloper for any such purpose; the Redeveloper 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 Redeveloper 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 Redeveloper 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 Redeveloper 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 Redeveloper 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 Redeveloper 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 Redeveloper set forth in this Agreement, to the extent the City prevails in such proceedings. The Redeveloper 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 Redeveloper's exercise of its rights hereunder with respect to the Properties prior to the conveyance of the Properties to the Redeveloper, (ii) the Redeveloper's conduct of its obligations hereunder, and/or (iii) the Redeveloper'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 Redeveloper; provided however, that if a Lender acquires title to the Property or control of the Redeveloper after the Redeveloper 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 Redeveloper. 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 Redeveloper, 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 Redeveloper, 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 Redeveloper becomes subject to the risk or hazard covered thereby, and shall be continued in full force and effect for such period as the Redeveloper 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 Redeveloper Fails to Do So

If the Redeveloper, 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 Redeveloper, procure or renew such insurance, and all amounts of money paid therefor by the City shall be payable by the Redeveloper, 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 Redeveloper, its successors and assigns. The City shall notify the Redeveloper, its successors and assigns, in writing of the date, purposes, and amounts of any such payments made by it.

Section 604: Redeveloper'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 Redeveloper 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 Redeveloper 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 Redeveloper, subject to the rights of any Lender of record permitted hereunder and the rights of the City.

c. The Redeveloper, 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 Redeveloper, 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 Redeveloper 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 Redeveloper shall have no obligation to reconstruct, restore or repair. Redeveloper agrees to exercise all reasonable efforts to obtain such permits and approvals as are necessary to reconstruct, restore or repair such Improvements, but Redeveloper 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 Redeveloper 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 Redeveloper.

ARTICLE VII

RIGHTS AND REMEDIES IN EVENT OF BREACH BY REDEVELOPER

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

If the Redeveloper 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 Redeveloper or with respect to the identity of the parties in control of the Redeveloper 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 Redeveloper has fully satisfied the requirements of this Section 701.

Section 702: Consequence of Certain Breaches by Redeveloper

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

1. The Redeveloper 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 Redeveloper 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 Redeveloper;

then, the City shall in writing notify the Redeveloper and the Lenders of which the City has notice, of such failure or violation. The Redeveloper 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 Redeveloper 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 Redeveloper 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 Redeveloper, it being the intent of this, together with other provisions of this Agreement, that the conveyance of the Properties to the Redeveloper 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 Redeveloper, 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 Redeveloper 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 Redeveloper for and up to the amount expended by it in the purchase and improvement of the Property less any profit theretofore realized by the Redeveloper from the disposition of any interest in the Property or in any individual part or parcel thereof, and any income realized by the Redeveloper 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 Redeveloper 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 Redeveloper. To facilitate the operation of this Section 703, the Redeveloper shall at all times keep the City provided with an up-to-date list of names and addresses of Lenders from whom the Redeveloper 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 Redeveloper

a. If the Redeveloper has received notice from the City of a default under this Agreement and such breach is not cured by the Redeveloper 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 Redeveloper, 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 Redeveloper 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 Redeveloper 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 Redeveloper 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 Redeveloper.

b. The Redeveloper 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 Redeveloper's intention to appeal said finding, the applicable City authority shall hear such appeal at a public meeting.

c. Upon the failure of the Redeveloper to appeal the notice of violation, or upon a determination by the City, subsequent to any appeal, that the Redeveloper 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 Redeveloper.

d. Upon the failure of the Redeveloper to appeal the notice of violation, or upon the determination by the City, subsequent to an appeal of the finding, that the Redeveloper 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 Redeveloper, 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 Redeveloper is submitted by it to the City, and the Redeveloper 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 Redeveloper 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 Redeveloper'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 Redeveloper (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

Redeveloper agrees throughout the term of this Agreement, and for its successors and or assigns, at Redeveloper'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. Redeveloper 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 Redeveloper 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, Redeveloper

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 Redeveloper, 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 Redeveloper 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 Redeveloper or to its successors or on any obligations under the terms of this Agreement.

b. After the date hereinabove first written, the Redeveloper 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 Redeveloper 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 Redeveloper or in the Properties prior to the completion of the Improvements thereon in accordance with this Agreement and the Plan.

c. The Redeveloper covenants that it has not employed or retained any company or person (other than a full-time bonafide employee working for the Redeveloper) 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 Redeveloper, 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:

Redeveloper: Rita Caputo-Capua

With a copy to: Attorney _____

City: Kevin Kennedy
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 Redeveloper 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 Redeveloper, 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 Redeveloper, 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 Redeveloper 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 Redeveloper agrees for itself, its successors, and assigns, that during construction and thereafter the Redeveloper, 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 Redeveloper and the public body or bodies succeeding to the interests of the City, and to any subsequent grantees of the Property.

Neither the Redeveloper 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 Redeveloper and not to the assets of any member of the Redeveloper in the event of any breach by the Redeveloper of its obligations hereunder, it being understood that in no event shall the assets of any member or manager of the Redeveloper, other than their interest in the Property, be subject to liability for any such breach.

Section 813: Obligation to Pay Costs

Redeveloper 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 Redeveloper, or occurrence of condition which, under this Lease, confers upon Redeveloper the right to exercise remedies available to the City during an Event of Default of Redeveloper 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 Redeveloper may have under this Agreement, or any of its provisions, may be waived in writing by the City or the Redeveloper, 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 Redeveloper 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 Redeveloper shall cause the Property to comply with all Applicable Laws (as defined below).

a. By accepting and recording this Agreement and the Deed, Redeveloper, 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 Redeveloper'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 Redeveloper, and its successors and assigns, at Redeveloper’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 Redeveloper 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 Redeveloper’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 Redeveloper in connection with the Property, the provisions of this Agreement shall be dispositive.

Section 817: Disclosure Representation and Warranty

The Redeveloper 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 Redeveloper, at Redeveloper’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 February, 2017, 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**Redeveloper**

By: Kevin Kennedy

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 February, 2017 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 February, 2017, 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:

Order (ID # 3871)

Meeting of February 6, 2017

Exhibit A

Order (ID # 3871)

Meeting of February 6, 2017

Legal Description:

A certain parcel of land known as 739 (East Side) Main Street (Parcel # 08130 - 0609),
Springfield, Massachusetts.

Order (ID # 3871)

Meeting of February 6, 2017

Exhibit B

REVERTER DEED

KNOW ALL PERSONS BY THESE PRESENTS that _____, a _____, with a last address and usual place of service at _____ 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 739 (East Side) Main Street (Parcel # 08130 - 0609), Springfield, Massachusetts, known herein as “the Property”.

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 _____, dated February ___, 2017.

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 ____th day of February, 2017.

Witness

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, ss.

Springfield, Massachusetts

On this ____ day of February, 2017 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:

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 **TWENTY THOUSAND DOLLARS (\$20,000.00)**, hereby grants to _____, (“Grantee”) with a last address and usual place of service at _____, Springfield, Massachusetts, with **QUITCLAIM COVENANTS**, the land in said Springfield described as follows:

A certain parcel of land known as 739 (East Side) Main Street (Parcel #08130 - 0609), Springfield, Massachusetts, being the same parcel of land taken for failure to pay taxes by Final Judgment of the Massachusetts Land Court in Tax Lien Case No. ___, dated ___, recorded at the Hampden County Registry of Deeds at Book ___, Page ___ on ___, and by an Instrument of Taking 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 parcels (as evidenced by a Certificate of Occupancy from the City of Springfield Building Department), comprising of

remediating, preserving and redeveloping the existing structure at the property, to improve and establish commercial tenancy at the Property, as determined by the City of Springfield Office of Planning and Economic Development, within eighteen (18) 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 February __, 2017 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 February, 2017, 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 6th of February, 2017, 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 February, 2017, 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:

EXHIBIT A
(City Council Order - Executed)

EXHIBIT B
(LDA Executed)

MEMORANDUM

To: Mayor Domenic J. Sarno, Lauren Stabilo, Chief Procurement Officer, and Kevin Kennedy, Chief Development Officer

From: Tom Mathews, Project Manager

Subject: Selection Committee of RFP # 17 – 049 Disposition of the Redevelopment of 739 Main Street.

Copy: Melvin Edwards, Rich Griffin and Alvin Allen

Date: January 11, 2017

In accordance with the selection process for RFP# 17-049, the Selection Committee has completed its review and submits its recommendations to you. The Committee met on November 22, 2016 to review the two submitted proposals. The proposals were evaluated based on the comparative evaluation criteria set forth on the RFP.

The Committee was made up of the following individuals:

- Melvin Edwards, City Councilor
- Alvin Alan, Senior Planner
- Richard Griffin, Senior Project Manager

There were two proposals for Bid for 739 Main Street.

IL Pisano Trust;

IL Pisano was not selected as the designated developer. The proposal lacked the criteria that the committee was requesting. The overall quality was poor and there was no certifiable financial or plans submitted. The developer provided a very broad concept that included a building but no actual plans. The price they offered was the higher of the two proposals, **\$26,500.**

Rita Caputo-Capua;

Rita Caputo-Capua is planning to expand the current adjacent parking lot to include 739 Main Street. The new property will include 10 or 12 parking spaces for neighborhood residence, new fencing, proper drainage and landscaping. The price they offered was **\$20,000.**

Summary of Proposal

The committee recommends Rita Caputa-Capua as the Preferred Developer.

The Committee Recommendation

The Committee reviewed the two proposals and is unanimously recommending approval to award the property to the Rita Caputa-Capua. The Committee felt that their proposal was the most advantageous for the City as it would clean up the property that sits in South End and support the neighborhood objectives. The RFP indicated preference was for the redevelopment of the property and Rita Caputa-Capua's proposal is offering a complete rehab of the property.

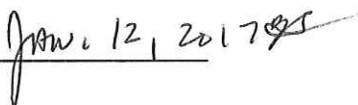
The deed will have a reverter clause included with it.

Should you have any questions concerning the Committee's recommendation please contact me directly at x 6665.

If you approve the Committee's recommendation, please sign below and return to my attention:



Mayor Domenic J. Sarno



Date