



CITY OF SPRINGFIELD

City Clerk's Office July 13, 2011

Regular Meeting Agenda~

I hereby notify you that at twelve o'clock noon today the following items of business had been filed with this office and can be acted upon at the meeting in City Council Chambers, Room 200 at City Hall, 36 Court Street **Monday evening July 18, 2011** at 07:00 PM according to Section 12, Rules and Orders of the City Council.

City Clerk

CALL TO ORDER

7:00 PM Meeting called to order on July 18, 2011 at Springfield City Hall -- Council Chambers, 36 Court Street, Springfield, MA.

REPORTS OF COMMITTEES

- (1.) From CC re:Report of Committee –
- (2.) From CC re:Report of Committee –
- (3.) From CC re:Report of Committee –

REPORTS

- (4.) From BPW re:Eureka Street - Install Pole (Verizon/WMECO) – <<Enter brief purpose>>

ORDERS

- (5.) Massachusetts Animal Coalition (MAC) Grant (Mayor Sarno)

ATTACHMENTS:

- MASSANIMALCOALITIONAWARD (PDF)

- (5.) Order Authorizing the Execution of a Quitclaim Deed (Mayor Sarno)

ATTACHMENTS:

- 195 State Street_Land Disposition Agreement_Final Draft (DOC)
- 195_State_Street_Form_Deed_FINAL DRAFT (DOC)
- Order to transfer 195 State St final (DOC)

- (7.) An Order Authorizing the Expenditure of Gifts from Various Individuals and Entities by the Thomas J. O'Connor Animal Control and Adoption Center (Mayor Sarno)

ATTACHMENTS:

- TJO DONATIONS (PDF)

- (7.) Order Authorizing Mayor to Execute Quitclaim Deed for Sale of 245 Tyler St. to HAP Revitalization, LLC. (Mayor Sarno)

ATTACHMENTS:

- Quitclaim Deed, Re: 245 Tyler St. (DOC)

- (9.) SHINE Grant Amendment - No Match (Mayor Sarno)

ATTACHMENTS:

- SHINE (PDF)

(10.) Pioneer Valley Area Health Education Center HCOP - No Match Required (Mayor Sarno)**ATTACHMENTS:**

- UMASS25000SIGNED (PDF)

(11.) An Order Authorizing the Expenditure Of Adult and Community Learning Services Grant Funds - No Match Required (Mayor Sarno)**ATTACHMENTS:**

- REB - ABE Grant (PDF)

(12.) An Order Authorizing the Acceptance of a Gift from the Springfield Library Foundation (Mayor Sarno)**ATTACHMENTS:**

- ms lib letter (PDF)

(13.) Pioneer Valley Area Health Education Center HCOP Oral / Dental Health - No Match Required (Mayor Sarno)**ATTACHMENTS:**

- subcontractawardahhec072011 (PDF)

(14.) An Order Authorizing the Expenditure of Grant Funds by the Department of Elder Affairs - Match Required (Mayor Sarno)**ATTACHMENTS:**

- FY12 SENIOR AIDS (PDF)

(15.) McKinney - Vento Homeless Grant (Mayor Sarno)**ATTACHMENTS:**

- Mckinney Grant (PDF)

RESOLVES**(2.) Secure Communities**



City of Springfield

SCHEDULED

Meeting: 07/18/11 07:00 PM

Initiator: E. Henry Twiggs

Sponsors: Ward 4 Councilor E. Henry Twiggs

DOC ID: 1327

1

Report of Committee

By the City Council of the City of Springfield, Massachusetts:
Notice having been given and a public hearing held, as provided by law,

IT IS HEREBY ORDERED:

That the, be and it is hereby granted a location for and permission to

Report of Committee

Also that permission be and hereby granted said {ResUserUserLookup1} to complete the above request.

I hereby certify that the foregoing order was adopted at a meeting of the City Council of the City of Springfield, Massachusetts held on July 18, 2011

City Clerk

We hereby certify that on, at, at a public hearing was held on the petition of the for permission to complete the above mentioned request.

City Clerk

I hereby certify that the foregoing is a true copy of a location order and certificate of hearing with notice adopted by the City Council of the City of Springfield, Massachusetts, on the July 18, 2011, and recorded with the records of location orders of said city. This certified copy is made under the provision of Chapter 166 of the General Laws and any additions thereto or amendments thereof.

Attest:

City Clerk



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Attest:

City Clerk

CITY OF SPRINGFIELD

In the City Council June 20, 2011

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- WHEREAS, our City has suffered a great natural disaster that has affected our residents; and
- WHEREAS, the state and federal governments have both declared our City a state and federal disaster area; and
- WHEREAS, in the time of this crisis, our City cannot afford any more residents deprived of their homes; and
- WHEREAS, in this crisis, foreclosures and no-fault evictions exacerbate a threat to keeping families together and the people of this City working; and
- WHEREAS, similar measures were taken in the city of New Orleans after Hurricane Katrina and other disaster of significant scope; and
- WHEREAS, there is a need to give Springfield residents “time to get back on their feet and peace of mind in knowing there's a helping hand ready to work with them through the recovery”¹; then
- NOW, THEREFORE, BE IT RESOLVED the City of Springfield encourages mortgage-holding banks and companies to implement a voluntary moratorium on foreclosures and no-fault evictions for the residents of the City.

Attachment: Foreclosure Resolve, Special Act and Ordinance (1329 : Report of Committee)

The Commonwealth of Massachusetts

In the Year Two Thousand Eleven

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AN ACT FACILITATING MEDIATION OF MORTGAGE FORECLOSURES OF OWNER OCCUPIED RESIDENTIAL REAL PROPERTY IN THE CITY OF SPRINGFIELD

*Be it enacted by the Senate and House of Representatives in General Court assembled,
and by the authority of the same, as follows:*

SECTION 1. For the purposes of this Act, the following words shall, unless the context clearly requires otherwise, have the following meanings:

creditor – a person or entity that holds or controls, partially, wholly, indirectly, directly, or in a nominee capacity, a mortgage loan securing a residential property, including, without limitation, a mortgagee, an originator, holder, investor, assignee, successor, trust, trustee, nominee holder, Mortgage Electronic Registration System or mortgage servicer, including the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation. “Creditor” shall also include any servant, employee or agent of a creditor.

good faith effort – an effort by each party upon being present or taking part in the mediation conference as required by this Act in an effort to negotiate and agree upon a commercially reasonable alternative to foreclosure as described in G.L. c. 244, §35A(c).

homeowner – an individual mortgagor, his or her assignee, successor, or a trust or trustee who owns and resides in residential real property located in the city, and for whom such residential real property is his/her principal residence.

loan/mortgage mediation conference – the formal discussion and negotiation undertaken by the parties in a good faith effort to negotiate and agree upon a commercially reasonable alternative to avoid foreclosure and held at a location mutually convenient to the parties. Both the homeowner/mortgagor and lender/mortgagee must be physically present for the mediation conference unless telephone participation is mutually agreed upon.

Mediation Program or Program – the foreclosure mediation program established in the city of Springfield pursuant to this Act and described in Section 6.

Attachment: Foreclosure Resolve, Special Act and Ordinance (1329 : Report of Committee)

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Mediation Program Manager – a neutral not-for-profit organization with offices located in the city of Springfield and experienced in the mediation of the residential foreclosure process, familiar with all programs available to help homeowners avoid foreclosure, and knowledgeable of the mortgage foreclosure laws of the commonwealth. The Mediation Program Manager shall sign a user agreement with the city authorizing the receipt and use of personal and financial information for the purposes of the mediation program only. Such Mediation Program Manager shall ensure the security and confidentiality of any and all information received or exchanged under the program consistent with applicable federal, state, and city laws. Access to such program information shall be limited to those officers and employees of the organization who require the information to properly perform services under the city's mediation program, and that the organization and its officers and employees may not access, modify, use or disseminate such information for inconsistent or unauthorized purposes.

mediator – an individual (a) whose training complies with the qualifications standards for neutrals specified in the guidelines for training mediators adopted by the Supreme Judicial Court of Massachusetts pursuant to Rule 8 of the Uniform Rules for Dispute Resolution; and (b) who has completed training on foreclosure mediation; and (c) who has a working knowledge of all federal, state, and city programs available to help homeowners retain their homes.

mortgagee – an entity to whom property is mortgaged, the mortgage creditor or lender including, but not limited to, mortgage servicers, lenders in a mortgage agreement and any agent, servant or employee of the mortgagee or any successor in interest or assignee of the mortgagee's rights, interests or obligations under the mortgage agreement.

mortgage loan – a loan to a natural person made primarily for personal, family or household purposes secured wholly or partially by a mortgage on residential property.

mortgage servicer – an entity which administers or at any point administered the mortgage; provided, however that such administration shall include, but not be limited to, calculating principal and interest, collecting payments from the mortgagor, acting as escrow agent or foreclosing in the event of a default.

mortgagor – the borrower of a mortgage loan that is secured wholly or partially by a mortgage on residential property.

residential property – real property that is owner-occupied as an owner's principal residence, located within the city, that is either a single-family dwelling or a structure containing not more than four (4) residential units, and shall also include a residential condominium unit or a residential co-op unit occupied by an owner as an owner's principal residence.

the parties – the homeowner/mortgagor and the creditor/mortgagee or their assigns or successors.

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SECTION 2. Notwithstanding any general or special law to the contrary, no mortgage foreclosure in the city of Springfield pertaining to residential property which is owner occupied as the owner's principal residence shall be effective unless a certificate is issued by a city-approved mediation program manager verifying the mortgagee's good faith participation in foreclosure mediation.

SECTION 3. The city of Springfield is hereby empowered to establish a mediation program relative to mortgage foreclosures in accordance with this Act and promulgate regulations as necessary and appropriate to implementing such a mediation program involving mortgagees, creditors, mortgagors, homeowners, utilizing city-approved mediation program managers and mediators to mediate between the mortgagee, or its assigns, and a mortgagor / homeowner who owns residential real property in the city which is occupied by the mortgagor as his or her principal residence. Such mediation shall be facilitated by a city-approved mediation program manager according to procedures established by this Act. Except as hereinafter provided in sections 4 and 5 relating to foreclosure by power of sale or by entry, and notwithstanding any contrary provision of G.L. c. 244, inclusive, or any special law relating to the regulation of mortgage foreclosures, such mediation program may only relate to the mediation of mortgage foreclosures of residential real property in the city of Springfield that is the mortgagor's principal residence.

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SECTION 4. Notwithstanding section 14 of Chapter 244 of the General Laws relating to the power of sale, no sale in the city of Springfield shall be effectual to foreclose a mortgage, unless, all notices required by § 14 reference a certificate from a city-approved mediation program manager verifying that the mortgagee, its assignee or any person identified in §14 who may do the acts authorized or required by the power of sale, has participated in a mediation program in accordance with this Act.

SECTION 5. No entry by foreclosure in the City of Springfield shall be effectual unless the memorandum or certificate recorded as required by G.L. c. 244, § 2 includes as an attachment or exhibit a copy of a certificate from a city-approved mediation program manager verifying that the creditor or mortgagee (or its assignee or attorney) has participated in mediation with the mortgagor as required by this Act.

SECTION 6. Pursuant to this Act, the city shall establish a mediation program to provide mediation for all foreclosures of mortgages on owner-occupied residential property with no more than 4 units that is the primary residence of the owner-occupant. The program shall address all issues of foreclosure, including but not limited to reinstatement of the mortgage, modification of the loan and restructuring of the mortgage debt, including the reduction and forgiveness of mortgage debt. Mediations conducted pursuant to the program shall use the calculations, assumptions and forms that are established by (i) the Federal Deposit Insurance Corporation and published in the Federal Deposit Insurance Corporations Loan Modification Program Guide available on the Federal Deposit Insurance Corporation's publicly accessible website, (ii) the Home

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Affordable Modification Program; (iii) any modification program that a lender uses which is based on accepted principles and the safety and soundness of the institution and recognized by the National Credit Union Administration, the Division of Banks or any other instrumentality of the commonwealth; (iv) the Federal Housing Agency; or (v) similar federal programs.

The city shall provide for a means of evaluating and selecting qualified Mediation Program Managers. The city shall also provide for a means of assessing and evaluating annually the city's mediation program including reports and data related to (a) the number of mortgagors who are notified of mediation; (b) the number of mortgagors who attend mediation and who receive counseling or assistance; (c) the number of certificates of completion issued under the program, and (d) the results of the mediation process, including the number of loans restructured, number of principal write-downs, interest rate reductions and, to the extent such information is available, the number of mortgagors who default on mortgages within a year after restructuring.

The city may terminate a Mediation Program Manager's participation in the mediation program for good cause, as determined by the appropriate city official. In such case, the Mediation Program Manager shall deliver to the city all records and information in its possession for appropriate preservation and storage.

SECTION 7. Except for financial information otherwise permitted by law to be disclosed, any financial statement or information provided to the city or its approved independent counseling agencies or provided to the mortgagee or mortgagor during the course of mediation in accordance with this Act is confidential and shall not be available

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for public inspection. Any financial statement or information to reasonably facilitate the mediation shall be made available as necessary to the mediator and to the attorneys or representatives, if any, of the parties to the mediation. Any financial statement or information designated as confidential under this section shall be kept separate and apart from other papers and matters not the subject of the mediation.

SECTION 8. For the purpose of the mediation program established by the city, the city shall receive a copy of all notices within ten (10) days of receipt by the Commissioner of the Division of Banks pursuant to G.L. c. 244, §35A(k) that relate to residential properties in the city of Springfield. The city shall notify the creditor/mortgagee and the mortgagor of their rights and responsibilities under this Act regarding mediation. It is the intent and purpose of this Act that mediation commence within 45 days of the mortgagor receiving notice of his or her right to cure as provided in M.G.L. c. 244, §35A (g) and (h). The city shall refer the matter for mediation to an approved mediation program manager which shall have the responsibility of assigning a mediator and scheduling the parties to immediately commence mediation pursuant to this Act. The parties shall participate in good faith in such mediation consistent with the creditor's and mortgagor's rights and obligations in G.L. c. 244, §35A and the mediation shall proceed with the parties' good faith effort to negotiate and agree upon a commercially reasonable alternative to foreclosure as defined in c. 244, §35A(c). The mediation shall continue without delay until completion but shall not go beyond ninety (90) days from the date that the mortgagor received notice of his or her right to cure. Notwithstanding the limitation in the previous sentence, the mediation may be extended

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by mutual agreement for good cause, but under no circumstances may such mediation extend beyond the end of the mortgagor's right to cure under G.L. c.244, §35A(b).

SECTION 9. The mediation program established by this Act shall include, and be limited to, the following steps:-

(a) the parties shall participate in a mandatory loan/mortgage mediation conference at a location mutually convenient to the parties. Telephone participation by the creditor/mortgagee shall not be permitted unless mutually agreed to by all parties.

(b) said mediation conference shall be scheduled at a time and place to be determined by the mediation program manager, but not later than forty-five (45) days following the mortgagor's receipt of his or her notice of right to cure. The parties will be noticed under the mediation program by certified and first class mail.

(c) prior to the scheduled mediation conference, the mortgagor shall be assigned a city-approved loan counselor. If the mortgagor is already working with a city-approved loan counselor, no assignment is necessary. However, such loan counselor must agree to work with the mortgagor during the mediation process in accordance with the provisions of this Act.

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(d) the mortgagor shall cooperate in all respects with the Mediation Program Manager, providing all necessary financial and employment information. The mortgagor shall complete any and all loan resolution proposals and applications as appropriate. The mortgagor must provide evidence of current income. The mortgagee's representative must bring and make available, the mortgage, note, all assignments, as well as a detailed accounting of the outstanding balance, costs and fees.

(e) if after two (2) attempts by the mediation program manager to contact the mortgagor, the mortgagor fails to respond to the mediation program manager's request to appear for the mediation conference, or the mortgagor fails to cooperate in any respect with the requirements outlined in this Act, the requirements of the Act will be deemed to be satisfied upon verification by the city-approved mediation program manager that the required notice was sent; and if so, a certificate shall be issued immediately by the mediation program manager certifying that the creditor/mortgagee has satisfied the mediation requirements of this Act.

(f) if, it is determined after a good faith effort made by the creditor/mortgagee at the mediation conference with the mortgagor, that the parties cannot come to an agreement to re-negotiate the terms of the loan in an effort to avoid foreclosure, such good faith effort on behalf of the creditor/mortgagee shall be deemed to satisfy the requirements of this Act. A certificate certifying such good faith effort

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pursuant to this Act shall be issued immediately and without delay by the Mediation Program Manager authorizing the creditor/mortgagee to proceed with its rights under Chapter 244 of the General Laws.

SECTION 10. The city of Springfield is hereby authorized to enact and from time to time revise by ordinance, a reasonable and appropriate mediation registration fee to be charged to the parties for the services attendant to administering the mediation program established under this Act. A mortgagor's portion of the fee shall not exceed 15% of the total cost of the mediation. A mortgagor's inability to pay for mediation shall not be a bar to participation in the Mediation Program.

SECTION 11. This Act shall take effect no later than sixty (60) days from its passage

*To the Honorable Senate and House of Representatives of the Commonwealth of
Massachusetts In the General Court Assembled.*

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The undersigned, Domenic J. Sarno, Mayor of the City of Springfield, in the name and on behalf of said City, and in the pursuance of an order, a duly attested copy of which is hereto annexed, petition the General Court for legislation entitled “**AN ACT FACILITATING MEDIATION OF MORTGAGE FORECLOSURES OF OWNER OCCUPIED RESIDENTIAL REAL PROPERTY IN THE CITY OF SPRINGFIELD,**” in substantially the same form as a draft Act attached hereto.

Respectfully submitted,

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

Attachment: Foreclosure Resolve, Special Act and Ordinance (1329 : Report of Committee)

CITY OF SPRINGFIELD

In the City Council July , 2011

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ORDERED, that the mayor be, and hereby is authorized on behalf of the City of Springfield, to take any and all steps necessary to secure the passage by the General Court of the special legislation entitled "**AN ACT FACILITATING MEDIATION OF MORTGAGE FORECLOSURES OF OWNER OCCUPIED RESIDENTIAL REAL PROPERTY IN THE CITY OF SPRINGFIELD**," in substantially the same form as a draft Act attached hereto, except for clerical or editorial errors.

Attachment: Foreclosure Resolve, Special Act and Ordinance (1329 : Report of Committee)

AMENDING TITLE 7, CHAPTER 7.50 OF THE REVISED ORDINANCES OF THE CITY OF SPRINGFIELD, 1986, AS AMENDED, BY DELETING CHAPTER 7.50 IN ITS ENTIRETY AND INSERTING IN PLACE THEREOF THE FOLLOWING NEW CHAPTER 7.50.

7.50 REGULATING THE MAINTENANCE OF VACANT AND/OR FORECLOSING RESIDENTIAL PROPERTIES

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7.50.010 Purpose

Unsecured and un-maintained vacant properties and foreclosing properties present a danger to the safety and welfare of public safety officers, the public, occupants, abutters and neighborhoods, and as such, constitute a public nuisance. This section is enacted to promote the health, safety and welfare of the public, to protect and preserve the quiet enjoyment of occupants, abutters and neighborhoods, and to minimize hazards to public safety personnel inspecting or entering such properties.

7.50.020 Definitions

The following words and phrases, when used in this section, shall have the following meanings:

building - any combination of materials having a roof and enclosed within exterior walls or firewalls, built to form a structure for the shelter of persons or property.

certificate of closure - certificate issued by the director to the owner of a vacant or foreclosing property upon compliance with the provisions of this section.

director - the director of health and housing inspection

days - consecutive calendar days

fire chief - the chief of the Springfield Fire Department or his or her designee.

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foreclosing - the process by which a property, placed as security for a real estate

loan, is prepared for sale to satisfy the debt if the borrower defaults.

initiation of the foreclosure process - taking any of the following actions:

(i) taking possession of a residential property pursuant to General

Laws chapter 244 S 1;

(ii) delivering the mortgagee's notice of intention to foreclose to

borrower pursuant to General Laws Chapter 244 S 17B;

(iii) commencing a foreclosure action on a property in any court of

competent jurisdiction; or

(iv) recording a complaint to foreclose with the registry of deeds.

local - within twenty miles of the property in question

mortgagee - the creditor including but not limited to, service companies, lenders in a mortgage agreement and any agent, servant or employee of the mortgagee, or any successor in interest and/or assignee of the mortgagee's rights, interests or obligations under the mortgage agreement.

owner - every person, entity, service company, property manager or real estate Broker, who alone or severally with others:

- (1) has legal or equitable title to any real property, including but not limited to a dwelling, dwelling unit, mobile dwelling unit, or parcel of land, vacant or otherwise, including a mobile home park; or
- (2) has care, charge or control of real property, including but not limited to any dwelling, dwelling unit, mobile dwelling unit, or parcel of land, vacant or otherwise, including a mobile home park, or any administratrix trustee or guardian of the estate of the holder of legal title; or
- (3) is a mortgagee of any such property;
- (4) is an agent trustee or other person appointed by the courts and vested with possession or control of any

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- such property; or
- (5) is an officer or trustee of the association of unit owners of a condominium. Each such person is bound to comply with the provisions of these minimum standards as if he were the owner. However, "owner" shall not mean a condominium association created pursuant to General Laws chapter 183A to the extent that such association forecloses on or initiates the foreclosure process for unpaid assessments due or owing to the association; or
 - (6) every person who operates a rooming house; or
 - (7) is a trustee who holds, owns or controls mortgage loans for mortgage-backed securities transactions and has initiated the foreclosure process; or
 - (8) has recorded a complaint to foreclose with the registry of deeds.

property - any real property, or portion thereof, located in the city, including buildings or structures situated on the property; provided, however, that "property" shall not include property owned or under the control of the city, the Commonwealth or the United States of America.

secured, securing - making the property inaccessible to unauthorized persons.

vacant - any property not currently legally occupied and not properly maintained or secured.

7.50.030 Registration of vacant and/or foreclosed residential properties

Any owner of a vacant and or foreclosing property shall forthwith:

1. Provide written notification to the director and the fire chief of the status of such property, including in such notice, the name, address and telephone number of the owner; the location of the property; the length of time the building has been vacant; the estimated time the building will remain vacant; and the nature of the contents of the building; and,

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2. As may be required by the fire chief, file one set of space utilization floor plans for any buildings on said property with the fire chief and one set of said plans with the director. The owner shall certify space utilization plans as accurate twice annually, in January and July; and
3. Remove from the property, to the satisfaction of the fire chief, hazardous material as that term is defined in Massachusetts General Laws, chapter 21K, as that statute may be amended from time to time; and
4. At the discretion of the fire chief or director, secure all windows and door openings and ensure that the building is secured from all unauthorized entry continuously in accordance with the United States Fire Administration, National Arson Initiative Board up Procedures or provide twenty-four (24) hour on-site security personnel on the property. When a vacant or foreclosing property is located within a complex of buildings owned by a single owner, twenty-four (24) hour on-site security shall be provided within the building or within the complex wherein the building is located; and
5. Post "No Trespassing" signs on the property; and
6. Maintain the property in accordance with {appropriate Chapter of these Ordinances}, free of overgrowth trash and debris, and pools of stagnant water, and ensure that structures are maintained in a structurally sound condition; and
7. If the property is vacant, drain all water from the plumbing and turn off all electricity between September 15 and June 15 of each calendar year to guard against burst pipes and fires; and
8. Maintain the property in accordance with all other relevant state codes and local regulations concerning the maintenance of property; and
9. Provide the fire chief and director with the name, local address, and telephone number of a responsible person who can be contacted in case

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of emergency. The owner shall cause the name and contact number to be marked on the front of the property as may be required by the fire chief or director; and,

10. Maintain liability insurance on the property and furnish the director with a copy of said certificate of insurance; and
11. Provide a cash bond acceptable to the director, in the sum of not less than ten thousand (10,000.00) dollars, to secure the continued maintenance of the property throughout its vacancy and remunerate the city for any expenses incurred in inspecting, securing, marking or making such building safe. A portion of said bond shall be retained by the city as an administrative fee to fund an account for expenses incurred in inspecting, securing, and marking other such buildings that are not in compliance with this Section. Any owner of a vacant or foreclosing property providing a bond pursuant to this section must also provide bonds for all other vacant or foreclosing properties it owns in the City.
12. Notify the director and fire chief in writing when the property is sold or transferred.

Upon satisfactory compliance with the above provisions the director shall issue a certificate of building closure. Said certificate shall be valid for the length of time prescribed by the director and noted thereon; provided, however, the certificate shall be subject to continued compliance with the provisions of this section.

7.50.040 Signs/Markings

When required pursuant to this section signs or markings shall be applied on the front of the property, and elsewhere as the fire chief may require, at or above the second floor level and shall not be placed over doors windows or other openings. All signs/markings shall be visible from the street and when requested by the fire chief shall be placed on the sides and rear of the property. Signs/markings shall be a minimum of 24 inches by 24 inches, with lines of 2 inch width, and shall have a

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reflective background, or be painted with reflective paint in contrasting colors. Signs/markings shall be applied directly on the surface of the property, and shall state the date of posting and the most recent date of inspection by the fire chief and director.

7.50.050 Enforcement

Failure to comply with any provision of this ordinance shall be punished by a fine of three hundred (300.00) dollars with each day of violation constituting a separate offence. This section may also be enforced by civil, criminal process or non-criminal process including injunctive relief. The director and or the fire chief shall be enforcing persons for purposes of this section.

7.50.060

The director or fire chief, upon being informed of the existence of a vacant or foreclosing property without a certificate of building closure, shall cause notice to issue to the owner of the status of said property and shall order said person to immediately obtain a certificate of building closure. If any person fails to comply with said order, the fire chief or director may enter the premises to inspect, secure, and mark the property, and/or remove rubbish or overgrowth, or to abate a stagnant pool of water. The fire chief or director may also seek enforcement pursuant to subsection 7.50.050.

7.50.070 Expenses

The owner of a vacant or foreclosing property who fails to obtain a certificate of building closure as required herein, shall be liable to the city for expenses incurred by the city in securing such property, for removing rubbish and overgrowth and/or for abating stagnant pools of water. The director shall provide the owner with a written statement of all costs associated with inspecting, securing, and marking the property, and removing rubbish or overgrowth, or abating stagnant pools of water. If the owner fails to pay or reimburse the city within seven days of notice of expenses the city shall draw down upon the bond paid by the owner as required in subsection 10, above. If there is no bond available, the director shall record the notice of claim in the Hampden County Registry of Deeds

(or the Land Court Department) forthwith, establishing a lien on the property for the balance due.

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7.50.080

No owner of a vacant or foreclosing property shall allow said property to become or remain unsecured, or to contain an accumulation of rubbish, or to contain overgrowth, or to have a stagnant pool of water. If it appears that any vacant or foreclosing property is unsecured, contains rubbish, overgrowth, or a stagnant pool of water, the director shall send written notification to the owner, requiring that the owner promptly secure the property, remove the rubbish or overgrowth, or abate the stagnant pool of water.

If the owner fails to comply with any order issued pursuant to this provision, the fire chief or director may immediately seek to obtain the proceeds secured by the bond filed pursuant to 7.50.030 (11) herein and shall enter upon the premises and cause the property to be inspected, secured, and marked, or to remove rubbish, overgrowth, or stagnant pools using said proceeds.

7.50.090

All unsecured vacant or foreclosing properties shall be immediately referred to the director for a determination relative to whether the property is a nuisance or dangerous pursuant to chapter 139 and procedures promulgated thereunder.

7.50.100

Notices required pursuant to this section shall be served in the following manner:

1. Personally on any owner as defined in this section or on the contact person specified pursuant to subsection 7.50.030 (9); or ,
2. Left at the last and usual place of abode of any owner, or contact person as specified pursuant to subsection 7.50.030(9), if such place of abode is known and is within or without the commonwealth; or,

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By certified or registered mail, return receipt requested, to any owner, or the contact person specified pursuant to subsection 7.50.030 (9).

Approved as to form,

Thomas D. Moore
Assistant City Solicitor

Attachment: Foreclosure Resolve, Special Act and Ordinance (1329 : Report of Committee)



City of Springfield

SCHEDULED

Meeting: 07/18/11 07:00 PM

Initiator: Robert Arieti

Sponsors: Ward 7 Councilor Timothy Allen

DOC ID: 1330

3

Report of Committee

By the City Council of the City of Springfield, Massachusetts:
Notice having been given and a public hearing held, as provided by law,

IT IS HEREBY ORDERED:

That the, be and it is hereby granted a location for and permission to

Report of Committee

Also that permission be and hereby granted said {ResUserUserLookup1} to complete the above request.

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We hereby certify that on, at, at a public hearing was held on the petition of the for permission to complete the above mentioned request.

City Clerk

I hereby certify that the foregoing is a true copy of a location order and certificate of hearing with notice adopted by the City Council of the City of Springfield, Massachusetts, on the July 18, 2011, and recorded with the records of location orders of said city. This certified copy is made under the provision of Chapter 166 of the General Laws and any additions thereto or amendments thereof.

Attest:

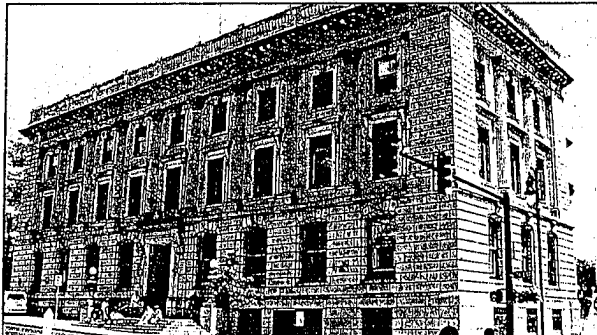
City Clerk

195 State Street Project Summary

Property History

The property at 195 State Street was built for the Springfield Fire & Marine Insurance company in 1905 and designed by Peabody and Stearns, one of the few buildings in the Springfield region designed by the well known firm that also designed the Boston Custom House property. The building was added to the National Register of Historic Properties in 1983.

The Springfield Fire and Marine Insurance Company itself was responsible for many payouts of legendary events across the country including the Chicago Fire of 1871 and the San Francisco Fire of 1906 – just a year after this building opened that resulted in a payout of over \$80 million.



The property maintained use as a private insurance company office building until July 22, 1965 when it was sold to the City of Springfield. The property has been utilized most recently as the Springfield School Department headquarters until July, 2010 when the offices relocated to 1550 Main Street, making it available for redevelopment. The property, approximately 53,000 square feet, had been well known to lack modern amenities, such as central air conditioning and modern elevator equipment. This RFP also included the adjacent grass lot to the rear on the Maple Street side of the building.

Redevelopment Goals

The property is listed as one of six priority projects of the July, 2008 “State Street Corridor Redevelopment Program” prepared by WZHA, Goody Clancy, and Zimmerman/Volk Associates on behalf of the State Street Alliance.

The State Street Alliance is an affiliation of businesses, community groups, and government entities committed to the revitalization of the State Street Corridor in the Springfield. The Alliance formed in 2007 with the shared goal of improving the economic vitality of the corridor and building off of the \$18 million physical investment in the rebuilding of State Street. The Alliance set forth to develop a plan in 2008 to take steps towards those goals.

The State Street Corridor Redevelopment Program outlined six “target redevelopment projects”, the first listed being 195 State Street. The preferred redevelopment concept for this building was listed as “approximately 30 rental apartments.” The report authors cited the opportunity to build off nearby assets in Classical Condominiums and the Springfield Museums as well as the opportunity to gain much needed tax revenue as benefits to this type of redevelopment.

In addition, the Urban Land Institute in its “Strategies for a Sustainable City” report for Springfield made the development of market rate housing one of its key recommendations:

"A clear need exists for new market-rate and workforce housing to be brought into the downtown market. Many of the vacant or underused Class B and Class C office buildings are historic structures that offer substantial potential for adaptive use, particularly housing, within a short- to medium-term time frame. Because a significant amount of subsidized multifamily housing already exists downtown for households of low to moderate incomes, the panel recommends that any rehabilitation of these buildings for housing be for market-rate units. A healthy balance of various housing types should be available, and various housing options should be explored."

"Make downtown the urban center of the Pioneer Valley, a great place to live, work, and play. Encouraging market-rate housing, additional amenities, and ultimately more retail and entertainment will make Springfield what it can be, not a stepsister to other towns in the valley."

Request for Proposals

A Request for Proposals (RFP) was issued on October 20, 2010, and proposals were due back on December 21, 2010. The RFP availability was advertised in the newspaper and through the city website, as well as through the city procurement office.

Open houses were held on October 27th, November 18th, and December 14th, 2010. Thirteen people attended the open houses in total. Two proposals were received – from CSM North (New Haven, CT) and from GLC Development (Boston, MA). Both proposals called for a residential reuse.



RFP Review & Proposal information

A review committee examined both proposals and met on January 11, 2010 and interviewed both parties and met again on January 20, 2010 to further review.

The Review Committee members were:

- Carol Costa, AQCA neighborhood and Classical Condominium resident
- Glenn Davis, MassMutual Financial and State Street Alliance
- Samalid Hogan, City of Springfield Economic Development Project Manager
- Robert McCarroll, Springfield Preservation Trust, Springfield Historic Commission, and downtown resident
- Holly Smith-Bove, Springfield Museums

The review committee decided to recommend CSM North due to the following factors:

- CSM North's vast experience in developing market rate housing in similar cities
- CSM North's use of private money and not reliant on tax credits or public subsidies
- CSM North's advanced project schedule, ability to complete the project on a quicker timeframe

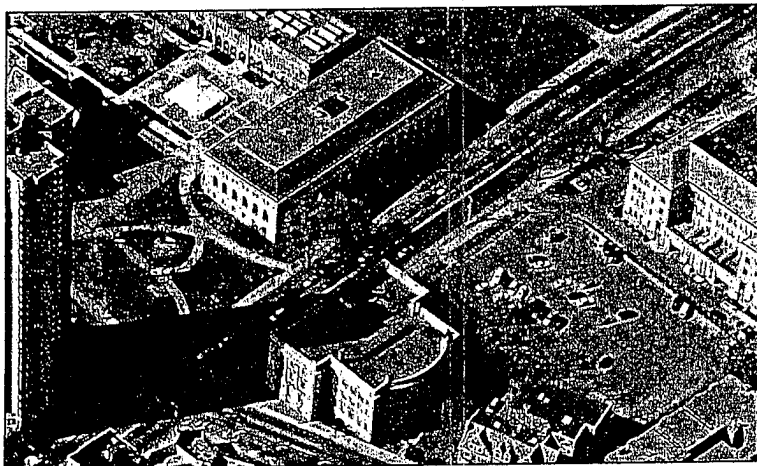
The CSM Proposal is to redevelop the building into market rate apartments, approximately 30-35 units. The building will also have amenities for the building residents such as an exercise room and theater room. Parking will be addressed through an agreement with the Springfield Museums for the adjacent surface parking lot. CSM expects the project will be complete in 9-12 months

Financial Benefit

After a three month publicly advertised RFP process, including three open houses, two proposals were received. The other proposal, by GLC of Boston, MA, was also for housing and offered a sale price of \$25,000, however required \$500,000 in city funding commitments through the city NSP and CDBG programs, which also would have triggered low income restrictions to the units. The project was also conditional upon receiving a number of tax credits.

CSM North proposed a sale price of \$1, due to the immense investment required to redevelop the property. Local commercial realtors have noted that the building was "functionally obsolete" and had a "negative value".

Requiring all new HVAC systems, all new elevator core, and a significant asbestos cleanup leads to a significant upfront cost to redeveloping the property. CSM did not require any further CDBG or public funding to complete the project, nor did the project require tax credits to be completed. This is



consistent with CSM's projects in other cities in New England.

The financial benefit is gained in the long term through putting this non-revenue generating property back on the tax rolls, earning an estimated between \$40,000 - \$60,000 in new tax revenue per year once completed. As CSM

has helped alter downtown markets in other cities like New Haven, CT and Lowell, MA – a successful project at this address will likely lead to investors and developers being more interested in supporting other like projects in the downtown.

Bringing 30-35 new market rate apartments to downtown will also bring more residents to help sustain downtown restaurants, retail, and arts.

The sale price is considered the city's contribution to fill the budget gap in assisting in the long-stated city goal of developing quality market-rate housing in downtown Springfield, and in ensuring that this historic property not remain vacant for a long period of time.

About the Developer

CSM North, LLC is a real estate development firm that focuses on developing adaptive reuse projects with upscale residential components in similar cities to Springfield. The company has completed market rate residential projects in New Haven, Hartford, Lowell, Lawrence and now owns 22 properties in 10 cities in four states.

The company has extensive experience in revitalizing urban centers and manages all construction activities for its project in-house, assuring lower development costs and constant attention to detail and a development timeline that gets projects quicker to market than most firms.

CSM has already spent a substantial amount of funding in design, engineering, and completing initial environmental surveys of the building.

Community Support

The CSM North project proposal was endorsed by the State Street Alliance in its meeting of March 18th, an endorsement letter is attached.

CSM North also presented to the Armory Quadrangle Civic Association (AQCA) on April 21st, a support letter is attached.

The Business Improvement District as well as the Springfield Preservation Trust have also offered their support of the project in restoring this important downtown landmark.

The Springfield Museums and Classical Condominiums, both neighbors of the property have also submitted a support letter, attached.



SPRINGFIELD MUSEUMS™

ART • HISTORY • SCIENCE • DR. SEUSS SCULPTURE GARDEN

May 27, 2011

To the Members of the Springfield City Council;

I am writing regarding the 195 State Street redevelopment project in which the former School Department building would be converted to market rate housing.

I have met with the proposed developers and managers and have offered to enter into an agreement regarding parking for the tenants in the adjacent State Street lot owned by the Springfield Museums Association. When the school department employees worked in the same building, we rented up to 30 spaces in the same lot to those individual employees. Renting those spaces had no impact on the parking for museum or library patrons. In addition, there is the possibility that the renters would take advantage of overnight parking rather than during the day as opposed to our former arrangement with the school department.

The Museums have a strong relationship with Classical Condominiums and would welcome the opportunity to create a strong relationship with another market rate housing neighbor.

Sincerely,

Holly Smith-Bové
President

Attachment: 195 State Street (1330 : Report of Committee)

21 Edwards Street, Springfield, MA 01103 • 413.263.6800 • www.springfieldmuseums.org

Michele and Donald D'Amour Museum of Fine Arts • Connecticut Valley Historical Museum • George Walter Vincent Smith Art Museum
Springfield Science Museum • Museum of Springfield History • Dr. Seuss National Memorial Sculpture Garden

Springfield Museums • Established 1857

STATE STREET ALLIANCE

Advancing Redevelopment of Springfield's State Street Corridor

Endorsement

To: Springfield City Council
From: Maureen Hayes
Date: May 31, 2011
Subject: State Street Alliance Endorsement – 195 State Street

At its meeting on March 18, 2011, the State Street Alliance voted to endorse the CSM North proposal to redevelop the former School Department Building at 195 State Street. This project will transform a significant historic building, currently vacant, into a vibrant market rate apartment building and will become a tremendous asset to the State Street Corridor as well as downtown Springfield.

The property is listed as one of six priority projects of the July, 2008 "State Street Corridor Redevelopment Program" prepared by WZHA, Goody Clancy, and Zimmerman/Volk Associates on behalf of the State Street Alliance.

The State Street Alliance is an affiliation of businesses, community groups, and government entities committed to the revitalization of the State Street Corridor in the Springfield. The Alliance formed in 2007 with the shared goal of improving the economic vitality of the corridor and building off of the \$18 million physical investment in the rebuilding of State Street. The Alliance set forth to develop a plan in 2008 to take steps towards those goals.

The State Street Corridor Redevelopment Program outlined six "target redevelopment projects", the first listed being 195 State Street. The preferred redevelopment concept for this building was noted as "approximately 30 rental apartments." The report authors cited the opportunity to build off of the market rate residential success of Classical Condominiums, the attributes of the Springfield Museums, the need to restore this important historic property, and the opportunity to gain much needed tax revenue as benefits to this type of redevelopment.

Given the project's is directly in line with the State Street Alliance goals, as well as the transformative effect it will have on the State Street Corridor and downtown, and the many benefits it will bring to the city, the Alliance wholeheartedly endorses the CSM North proposal to redevelop 195 State Street as market rate housing and urges the City Council to approve the property transfer.



Armory-Quadrangle Civic Association
140 Chestnut Street #C • Springfield, MA 01103

(413) 747-1830 • aqca@kimballtowers.com • aqcaSpringfield.org

Dear Members of the City Council,

The Armory Quadrangle Civic Association, support the development of 195 State Street by the developer as long as it remains Market Rate Housing and we mean Market rate Housing. We have seen all to often the promise of market rate housing fall to the demands of economical pressure and our support is for Market Rate Housing and only for Market Rate Housing.

CSM North, LLC has a track record for providing market rate housing and we will expect them to live up to the terms that they have presented to us. We support them in creating and developing market rate housing in the City of Springfield. The creation of market rate housing is the first giant step in reestablishing Springfield as a city of homes. This firm is known to work fast and to re-establish area's into an economically sound area's and I hope they are give other opportunities to develop housing in the city of Springfield.

Thank-you,

Robert Louder
President of the Armory Quadrangle Civic Association

Attachment: 195 State Street (1330 : Report of Committee)



May 19, 2011

Mr. Brian M. Connors
Planning and Economic Development
70 Tapley Street
Springfield, MA 01104

Dear Brian,

The Springfield Business Improvement District (SBID) fully supports the efforts of David Nyberg and CSM North, LLC to redevelop the former Springfield Fire & Marine Insurance Company building at 195 State Street, into market rate housing.

The Springfield Business Improvement District was founded in 1998 and is comprised of approximately 200 private property owners within the 26 block downtown core. Those property owners pay an additional tax levy (BID Fee) above and beyond the City's tax levy which is solely devoted to downtown revitalization. The Mission of the SBID includes the economic revitalization of downtown Springfield as a vital neighborhood within which to work, live, and recreate.

Market rate housing and preservation of this historic landmark on the fringe of the SBID are essential ingredients for this property which will serve to enhance our mission and our City in general.

If you should need any additional support, please do not hesitate to ask.

Sincerely yours,

Donald A. Courtemanche
Executive Director
Springfield Business Improvement District

1441 Main Street
Springfield, MA 01103
Telephone (413) 781-1591
Facsimile (413) 781-1595
SpringfieldDowntown.com

Attachment: 195 State Street (1330 : Report of Committee)

Support for Project at 195 State Street

May 25, 2011

The Board of Trustees of Classical High Condominiums is pleased to endorse the proposed project at 195 State Street on behalf of all Classical unit owners and residents.

This is a beautiful building along the State Street Corridor that deserves to be saved, first and foremost, but also to be renovated as part of a project that is consistent with the new vision for State Street.

The current proposal, which is to transform the building into attractive, market-rate apartments, has been well received by Classical residents. They are also impressed by the developers intention to save as many historical features as possible. The preferred developer, CSM, has a long and successful track record with these kinds of projects.

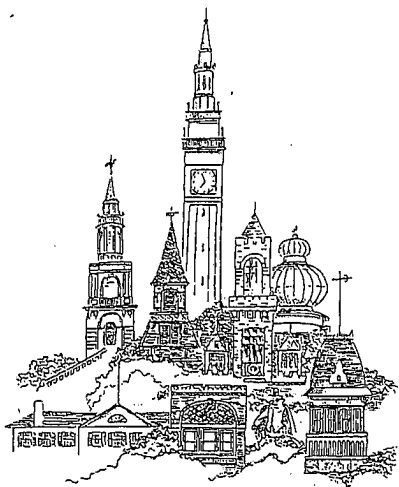
We hope the proposed project for 195 State Street receives final approval from the City Council. Springfield needs more attractive housing for middle-class residents.

This project is a step in that direction.

Very truly yours,

Carol Costa, President

Classical High Condominiums



SPRINGFIELD PRESERVATION TRUST

74 Walnut Street
Springfield, MA 01105
(413) 747-0656
www.SpringfieldPreservationTrust.org

June 1, 2011

Dear Springfield City Council:

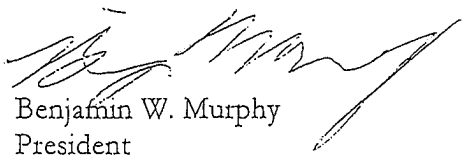
I am writing to express the strong support of the Springfield Preservation Trust for the CSM North proposal to redevelop 195 State Street into market rate housing. The Springfield Preservation Trust is the only non-profit, non-governmental organization dedicated to historic preservation in Springfield.

We applaud the city for being aggressive in ensuring that this important historic property not be put at risk by years of neglect, but rather be redeveloped into a vibrant market rate housing complex that will bring more people to downtown Springfield and will show off this Peabody and Stearns designed building for years to come.

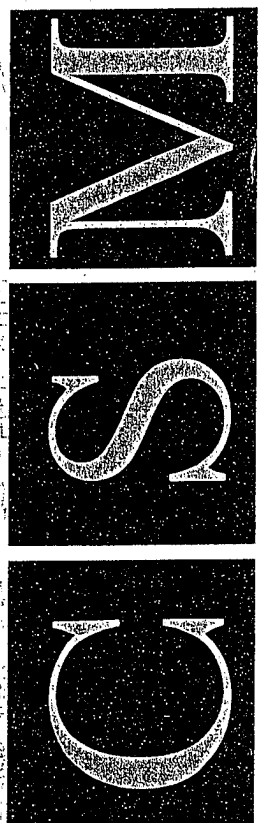
As we are also undertaking a redevelopment of our own at 77 Maple Street just around the corner, we are excited that CSM plans to invest over \$3 million into this property and believe it will help spur other interest in properties nearby and throughout the neighborhoods around it.

We thoroughly support this proposal and look forward to this important property being redeveloped.

Sincerely,


Benjamin W. Murphy
President

Attachment: 195 State Street (1330 : Report of Committee)



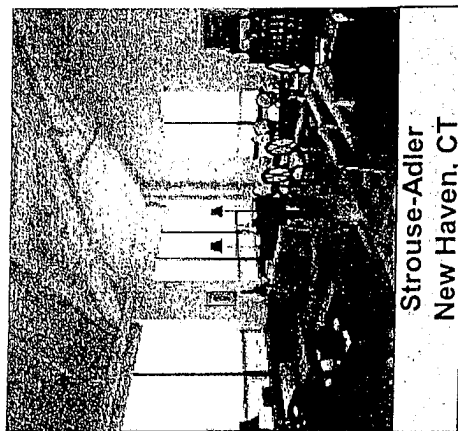
North, LLC

David Nyberg, President

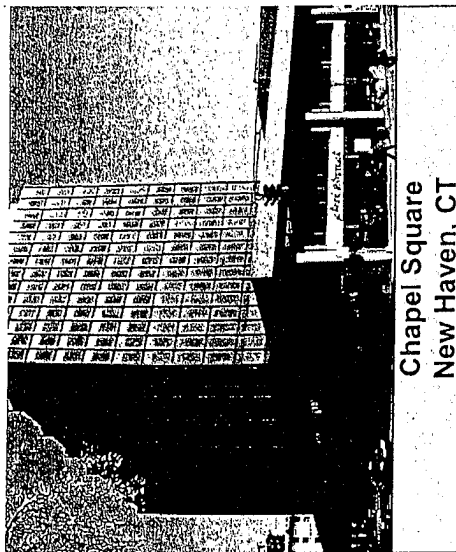
(203) 907-7319

David@csmnorth.com

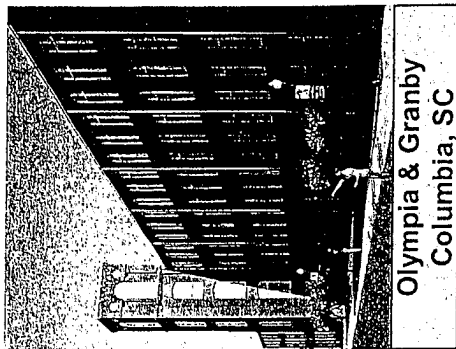
Corporate Overview



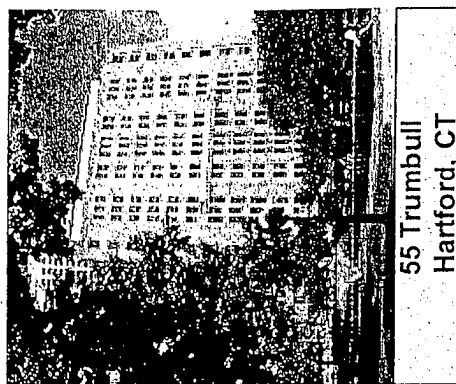
Strouse-Adler
New Haven, CT



Chapel Square
New Haven, CT



Olympia & Granby
Columbia, SC



55 Trumbull
Hartford, CT

CSM North, LLC

- CSM North, LLC (CSM) is a Real Estate Development firm that focuses on developing under-valued adapted reuse projects. These projects are acquired with an entrepreneurial vision and usually include mixed uses with an upscale residential component. The founder of the company, David Nyberg, began the company in 1999 with the acquisition and re-development of the RKO-Palace Theater building in New Haven from a tired class "B" office property to a class "A" residential mixed use property. The firm now owns 22 properties in 10 cities in four states.

Corporate Overview

CSM North, LLC

- **Financial position:** Even in these tight financial markets, our consortium has access to over \$100 Million in discretionary equity financing. Inadequate financing is the single largest reason for failed projects.
- **Experience:** We have an extensive experience in revitalizing urban centers through a disciplined and concentrated development execution strategy.
- **Local Operating Presence:** With a local operating presence throughout New England, CSM ensures a local operating presence throughout the Northeast, projects receive constant and decisive attention.
- **Access to National Level Resources:** Our group has executed throughout North America and brings with it the experience, relationships, and network that comes from years of experience.

Redevelopment Strategy

What adaptive reuse means to CSM and what it requires:

Strategy: CSM distinguishes itself through the combination of opportunistic acquisition philosophies with value enhancement programs designed to create high quality assets at a cost basis well below their competitive set. CSM's strong financial position, years of experience in different markets and product types assures projects will be completed to exacting standards in a timely fashion.

Value Creation: Acquiring existing under utilized buildings and converting them to "highest and best uses." We specialize in converting vacant, historic mills, educational facilities, office buildings, and manufacturing plants. For example, Strouse Adler, a vacant 200,000 square foot former women's undergarment factory, adjacent to the campus of Yale University, was purchased in 2001 and converted to 150 loft-style apartments which were fully occupied within 12 months of the acquisition.



Strouse-Adler After Renovation

Redevelopment Strategy

What adaptive reuse means to CSM and what it requires:

Focused Execution: Since no two projects are quite alike in terms of construction complexity, design, or layout, each of our projects requires detailed study to ensure that our projects fit into the local fabric of the community and address its specific needs.

Environmentally Intelligent Practices:

- **Construction** - Unlike new construction, over 50% of the costs in adaptive reuse comes from labor NOT materials. This preserves our scarce natural resources and creates for distinct finishes from using existing “aged wood” and preserving ancient craftsmanship.
- **Operationally Responsible** - Our projects are efficient even in operation. We have adopted “Green practices” which allow our common spaces to use less energy than our competitors through innovative insulation and lighting construction.
- **Density Oriented Development** - Our projects are generally located in density-favorable areas only. We do not acquire existing projects for “tear-downs” for new construction. We attempt to maximize the existing buildings layout in order to preserve the existing land and natural resources.

PORTFOLIO

Portfolio – Completed Project

Olympia & Granby Mills

Property Information

- Two vacant former textile mill buildings totaling 700,000 sf on 25 acres
- Historic buildings, developed in early 1900s

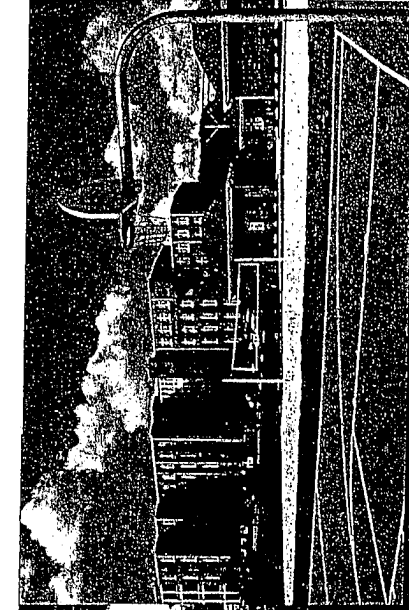
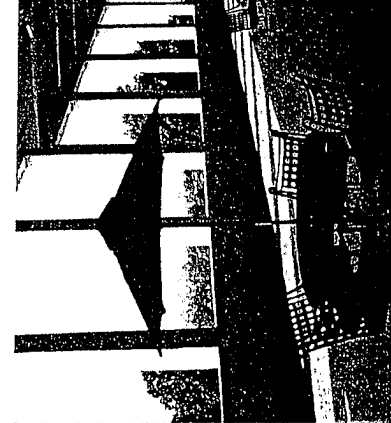
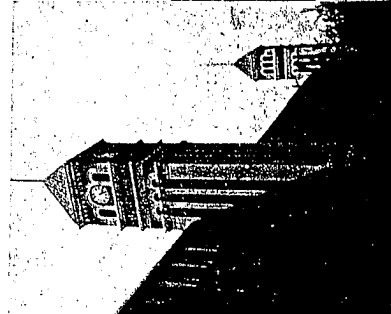
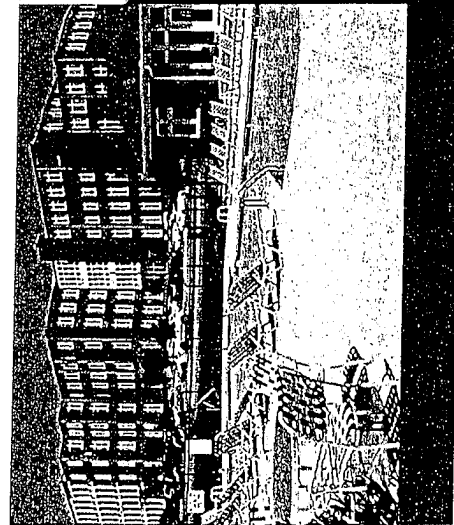
Redevelopment Plan

- Granby Mill includes 145 large, high ceiling, loft style apartments with onsite parking and recreational amenities catering to an active student lifestyle
- Olympia Mill includes 192 loft style units
- Part of a major urban revitalization project

Project Purchased: November 2003

Current Status:

- Granby Mill completed August 2005 - 90% occupied
- Olympia Mill completed May 2008 - 100% occupied



Post Renovation



Aerial Photo of Site

Columbia, SC

Portfolio

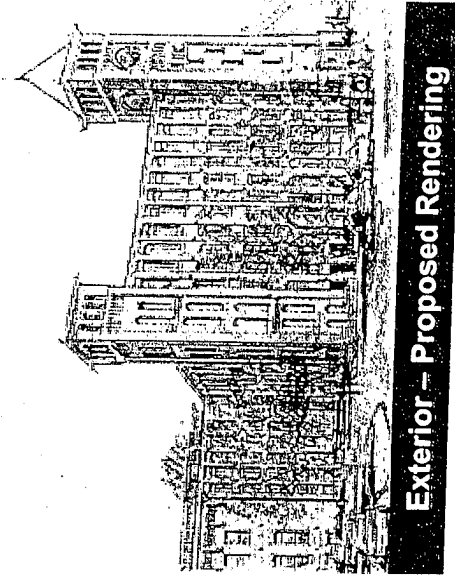
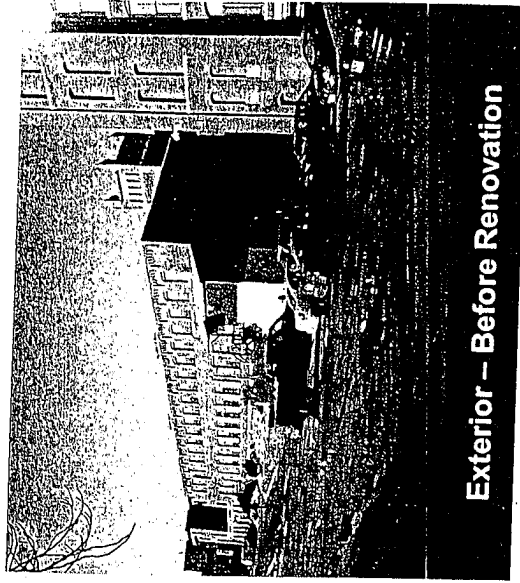
Malden Mills

Redevelopment Plan

- Purchased in 2007
- Development of more 1 million square feet of aging and underutilized mill buildings
- 150,000 square feet of commercial office space and retail shops along Broadway Street.
- Polartec, anchor tenant, will operate out of the 500,000 square foot manufacturing facility on site
- Malden Mills will offer a wide range of housing opportunities with up to 500 units of mixed income rental apartments and condominiums constructed over 3 phases

Current status: Under Development

Lawrence MA



Portfolio – Completed Project

305 Dutton Street

Lowell, MA

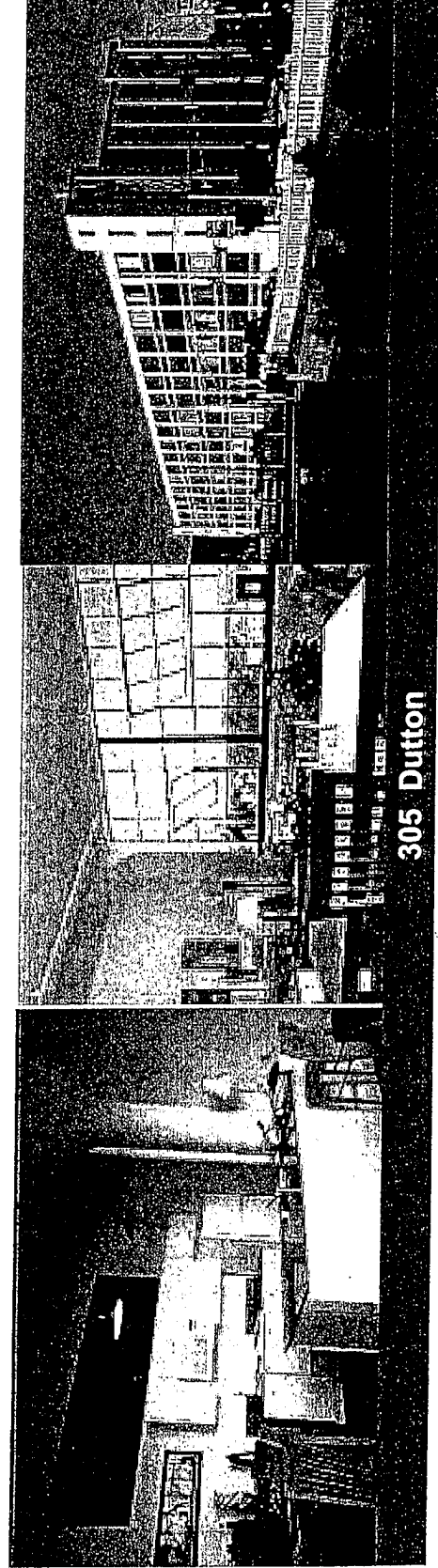
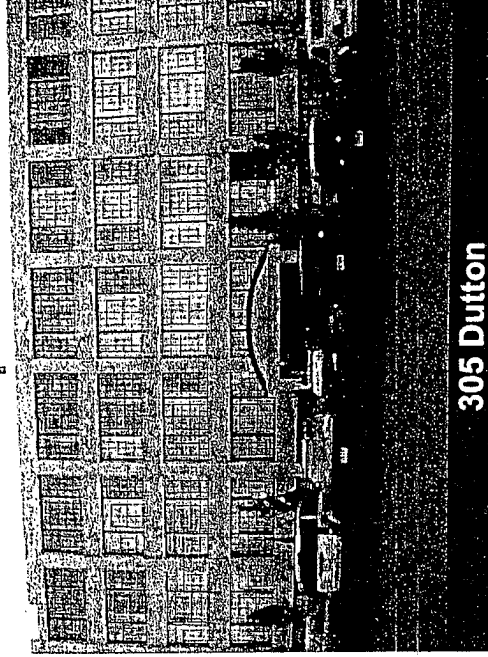
Property Information

- 5 story, 150,000 sf vacant industrial building converted into 130 residential units.

Redevelopment Plan

- Preserve historical, architectural significance of the existing building and update it with the latest modern conveniences
- In retaining the historic fabric of the building we offered units: 14' vaulted ceilings, original hardwood floors, 17'X10' windows, and preserved much of the original masonry work

Status: 100% Occupied



Portfolio – Completed Project

175 Maple Street

Marlborough MA

Property Information

- Rehabilitation of a 5 story 105,000 sq ft former manufacturing facility built in 1923

Redevelopment Plan

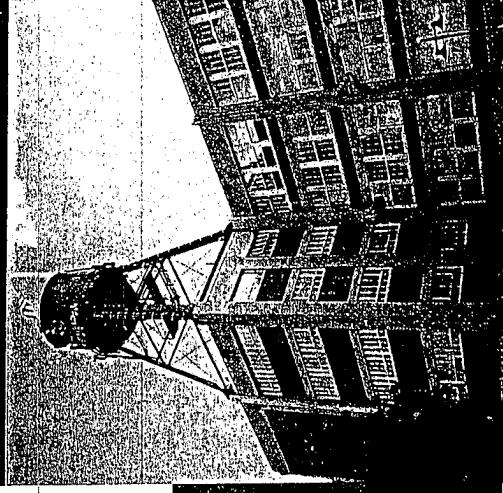
- 95 Luxury Residential Rental Units
- Includes a build to suite 5,800 sq ft out parcel of commercial office space

Status

- Acquisition to occupancy took 16 months and investment of \$15 million
- Building opening in August 2008



Exterior – Demo Phase



Exterior – Under Construction



Design Pak Interiors - Completed

Portfolio – In Progress

Hartford Gardens

Property Information

- The JV acquired 10 buildings located immediately adjacent to the Connecticut Culinary Institute in Hartford, CT.
- Located in downtown Hartford

Redevelopment Plan:

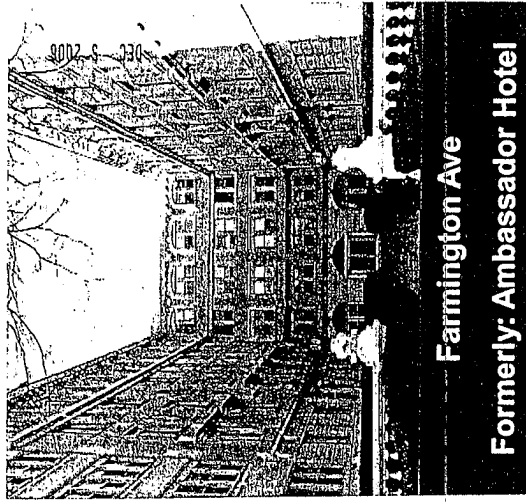
- 228 Units
- 13 Buildings
- Master lease for 434 beds
- 400+ parking spaces
- Targeted total cost: 18MM

Project purchased: Spring 2006

Current Status

- 65 % occupied
- Farmington Avenue – Under Development

Hartford CT



Portfolio – Completed Project

900 Chapel Square

Property Information

- 360,000 sf
- Mixed use property (retail, commercial, residential)
- 13 Stories
- 104 apartments, 22 commercial spaces
- Piazza-style residential units

Amenities

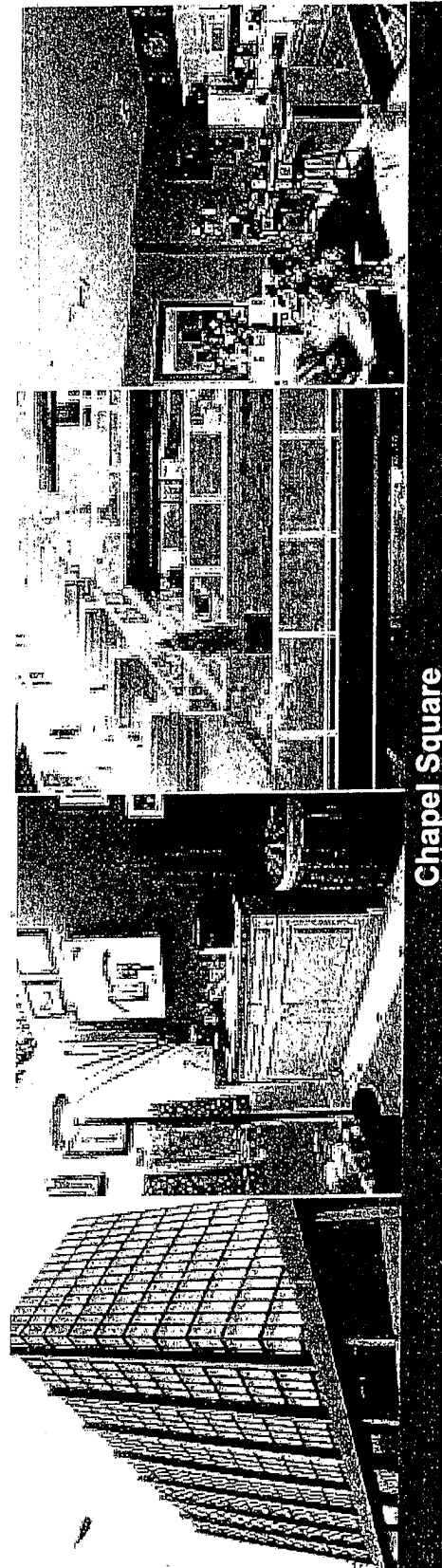
- Quality retail tenants: Cold Stone Creamery, Anne Taylor, etc.
- Exceptional views overlooking New Haven Green

Status

- Near-stabilized: Apartments 90%, Commercial 64%
- Apartment Rents \$1,080 - \$1,750; Commercial \$28 - \$30 psf

New Haven, CT

■13	□OFFICE
■12	□OFFICE
■11	□OFFICE
■10	□OFFICE
■9	□OFFICE
■8	□OFFICE
■7	□OFFICE
■6	□OFFICE
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■4	■APARTMENTS
■3	■APARTMENTS
■2	RETAIL/APARTMENTS
■1	RETAIL/APARTMENTS
Stacking Plan	



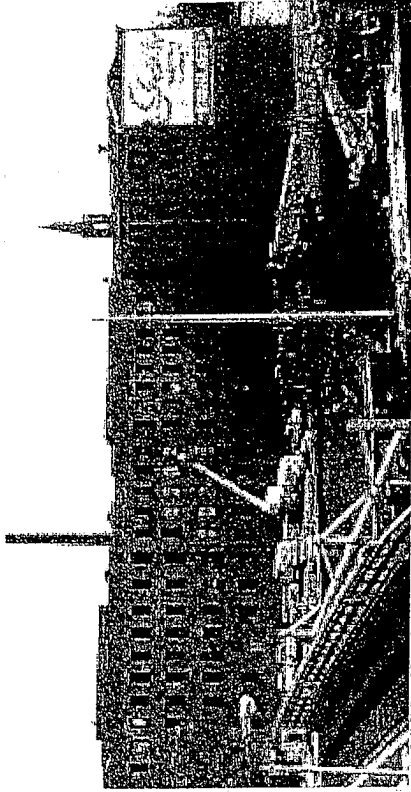
Chapel Square

Portfolio – Completed Project

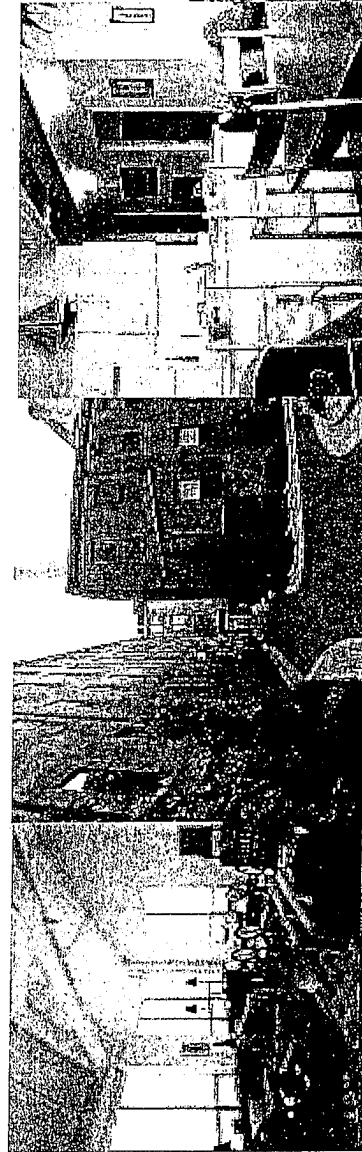
Strouse-Adler

- Property Information
 - vacant 200,000 SF warehouse
- Redevelopment Plan
 - conversion to 146 apartments with parking
- Construction Commenced: Spring 2002
- Current Status: Fully leased, stable
- Time from purchase to occupancy: 14 Months

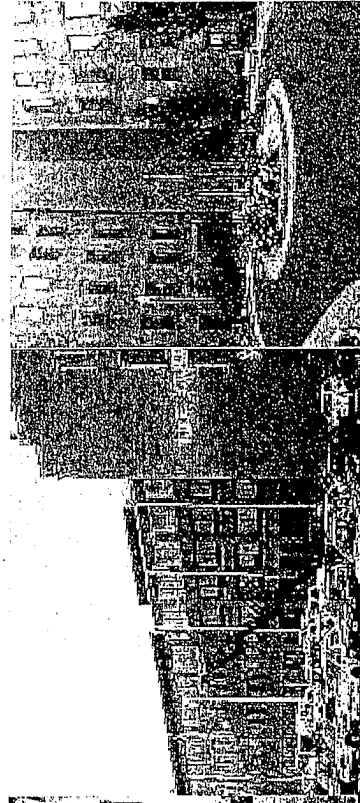
New Haven CT



Strouse-Adler During Renovation



Strouse-Adler After Renovation



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PRINCIPAL BIOGRAPHY

REFERENCES

Principal Biography

DAVID W. NYBERG – FOUNDER AND PRESIDENT, CSM

Mr. Nyberg has over 18 years of development experience. In his current role as President of CSM & Companies, his current focus is on the acquisition and redevelopment of underutilized properties into upscale apartments, retail, or commercial uses. Since founding CSM & Companies, David has repositioned millions of square feet in New England and South Carolina. Notable projects include the conversion of New Haven's Chapel Square mall and office tower into a vibrant mixed used destination. Other projects include conversion of the RKO Palace Theater in New Haven, Connecticut and the SNET building (former headquarters for the Southern New England Telephone Company) in Hartford, Connecticut. By taking on dual roles as general contractor and developer CSM has been able to complete high quality projects while staying within budget.

A native of the Greater-Boston area, Mr. Nyberg acquired his Bachelors Degree in 1994 from Northeastern University. He began his career with the Philadelphia Management Company, the largest landlord in Philadelphia. From 1989 to 1997, his responsibilities ranged from market research, financing, acquisitions, overseeing development, and managing a multi-million dollar construction budget. During his tenure, Philadelphia Management successfully converted over three million square feet of vacant office and industrial space into residential properties.

David's personal pursuits include twelve meter sailing, politics, and fitness. He has completed four Boston Marathons. David has served on boards for the Gateway Community College, Corporation for Independent Living and the University of New Haven.

References

NAME

POSITION

INSTITUTION

John DeStefano jr.	Mayor of New Haven	New Haven CT
Joseph Lieberman	United States Senator	Connecticut
Rosa Delauro	United States Congress	3 rd District New Haven CT
Timothy Murray	Lieutenant Governor	Massachusetts





City of Springfield

SCHEDULED

Meeting: 07/18/11 07:00 PM

Initiator: Lou DiCarlo

Sponsors: Mayor Domenic J. Sarno

DOC ID: 1314

4

Order of Location for the Installation and Maintenance of Underground Utilities

By the City Council of the City of Springfield, Massachusetts:
Notice having been given and a public hearing held, as provided by law,

IT IS HEREBY ORDERED:

That the VERIZON NEW ENGLAND, be and it is hereby granted a location for and permission to <<Insert proper utility template>>

Eureka Street - Install Pole (Verizon/WMECO)

<<Enter brief purpose>>

Also that permission be and hereby granted said {ResUserUserLookup1} to complete the above request.

I hereby certify that the foregoing order was adopted at a meeting of the City Council of the City of Springfield, Massachusetts held on July 18, 2011

City Clerk

We hereby certify that on July 6, 2011, at 5:00 PM, at Eureka Street at Fresno Street a public hearing was held on the petition of the VERIZON NEW ENGLAND for permission to complete the above mentioned request.

City Clerk

I hereby certify that the foregoing is a true copy of a location order and certificate of hearing with notice adopted by the City Council of the City of Springfield, Massachusetts, on the July 18, 2011, and recorded with the records of location orders of said city. This certified copy is made under the provision of Chapter 166 of the General Laws and any additions thereto or amendments thereof.

Attest:

City Clerk

CITY OF SPRINGFIELD, MASSACHUSETTS

Date: July 7, 2011

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

The Board of Public Works, to which was referred the petition of Verizon New England, Inc. and Western Massachusetts Electric Company dated May 11, 2011, to install one (1) jointly owned pole in Eureka Street, with said pole being installed in the northerly treebelt about ninety-four (94) feet easterly of the centerline of Fresno Street, all as substantially shown on a plan attached, thereto numbered 9ADTZU, which is incorporated herein by reference and to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as it may desire for distributing purposes, reports thereon as follows:

By virtue of Chapter 708 of the Acts of 1977 the Board of Public Works held the hearing on the above matter provided for in Section 22 of Chapter 166 of the General Laws. The hearing was held on July 6, 2011 at 5:00 P.M. at the corner of Eureka Street and Fresno Street after due notice from the office of the City Clerk. Two (2) members of the Board and one (1) person interested in the matter were present. Of the latter, one (1) voted in favor of and no-one (0) voted against.

The Board finds the request necessary in order that the utility companies can install the pole to provide lateral support to Pole T.2/E.2, located in the northerly treebelt of Eureka Street.

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

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

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

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

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

Attachment: VERIZON & WMECO REPORT - eureka street #9ADTZU (1314 : Eureka Street - Install Pole (Verizon/WMECO))

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

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

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

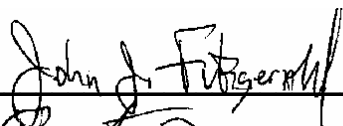
That any sidewalks that are damaged or removed will be replaced in kind and in accordance with the City of Springfield's Standard Specifications.

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

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

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

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


 _____)
 _____)
 _____)

BOARD OF PUBLIC WORKS

PETITION PLAN

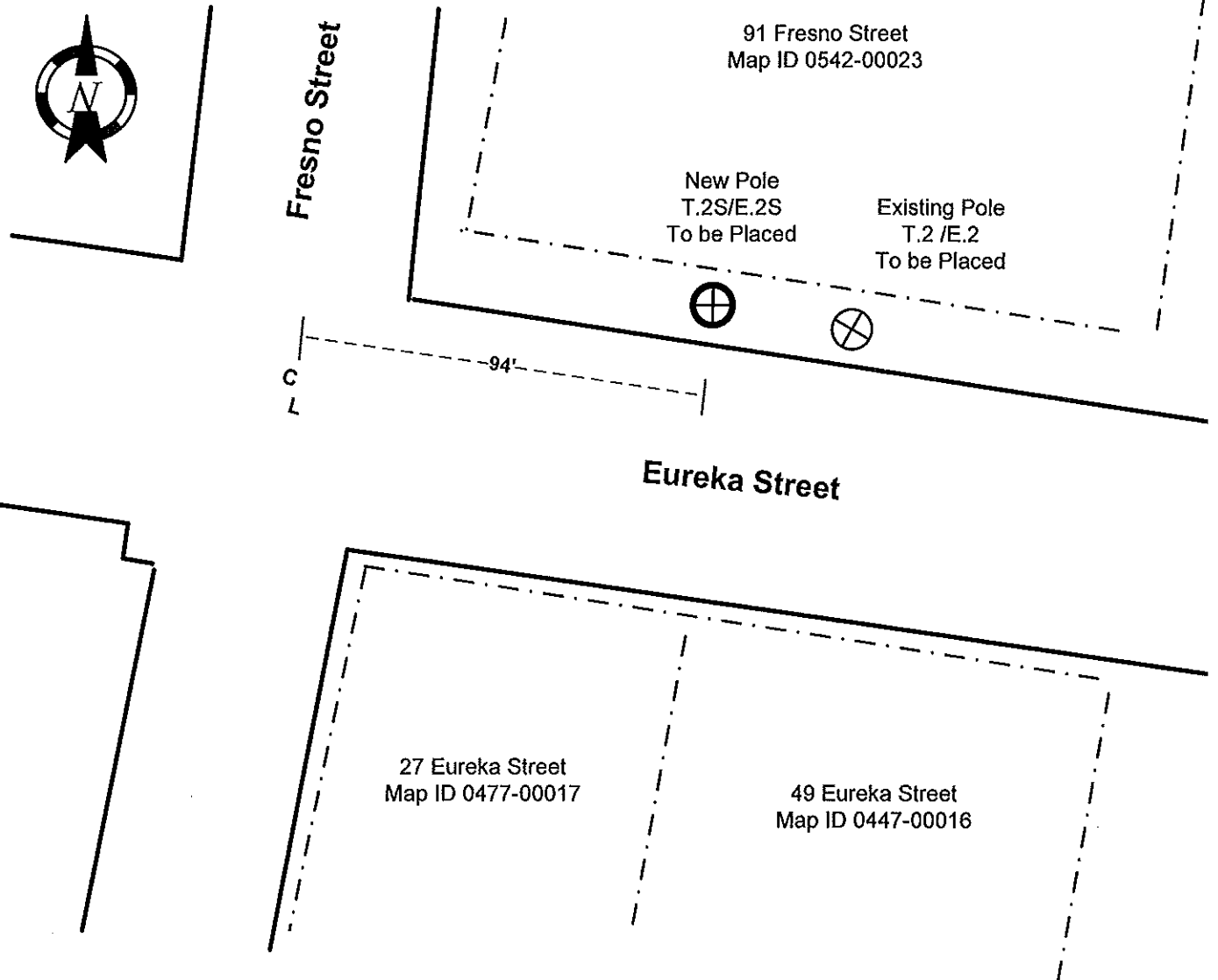
SPRINGFIELD, MASSACHUSETTS

VERIZON NEW ENGLAND INC. AND WESTERN
MASSACHUSETTS ELECTRIC COMPANY

PROPOSED POLE ON EUREKA STREET

JOB NUMBER: 9ADTZU

DATE: MAY 11, 2011



Attachment: VERIZON PLAN - eureka street #9ADTZU (1314 : Eureka Street - Install Pole (Verizon/WMECO))



City of Springfield

SCHEDULED

Meeting: 07/18/11 07:00 PM
Initiator: Cheryn Wojcik
Sponsors: Mayor Domenic J. Sarno
DOC ID: 1313

5

Massachusetts Animal Coalition (MAC) Grant (Mayor Sarno)

WHEREAS, the Animal Control Department ("Department") has been awarded a "Massachusetts Animal Coalition Grant" of \$12,000.00 from the Massachusetts Animal Coalition; and

WHEREAS, the purpose of the grant is to decrease the number of homeless, neglected, displaced, and abused animals in Massachusetts; and

WHEREAS, the Department intends to use the grant funds to spay and neuter animals; 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:

Massachusetts Animal Coalition Grant \$12,000



Massachusetts Animal Coalition

**Working together to decrease the number of homeless,
neglected, displaced and abused animals in Massachusetts.**

June 30, 2011

Pam Peebles
TJ O'Connor
627 Cottage Street
Springfield, MA 01104
ppeeblest@tjoconnoradoptioncenter.com

Dear Pam:

We are pleased to inform you that the Massachusetts Animal Coalition's "I'm Animal Friendly" license plate program will grant you \$12000 for your request for funding for spay and neuter services. The grant period will run from July 1, 2011 through June 30, 2012.

Successful grant applicants had applications that detailed a clearly defined plan with attention to efficient use of funds. The granting task force also looked at policies in place to ensure effective use of funds, compliance with spay/neuter policies spay/neuter, and the ability to negotiate lower cost spay/neuters.

As a condition of accepting these funds, you must agree to:

- Submit a final (and potentially a preliminary) report to MAC detailing expenditures and project results, on a form provided by MAC. We reserve the right to request documentation, such as receipts.
- Advertise the license plate program in your facility, newsletter, at events and in any other practicable manner. Additionally, you/your organization may be asked to help staff general information booths about the license plate at special events.
- Work with MAC to provide information for press releases about the program and your organization
- In all printed matter, press releases and other local announcements regarding this project, acknowledge the funding support provided by the Massachusetts Animal Coalition's "I'm Animal Friendly" license plate program.
- Monies not used for the purpose intended shall be returned to the Massachusetts Animal Coalition promptly at the end of the grant period, June 30, 2011.

The success of this program depends on the sale of the "I'm Animal Friendly" license plate. We encourage you to promote the plate whenever possible to increase chances of receiving grant funds in the future.

Your check will be mailed upon return of the signed portion of page 2.

nu 7/5/2011

Thank you for the work that you do. We wish you luck with your project. We know will be challenging, but your obvious commitment will benefit your program and the animals.

Sincerely,

Anne Lindsay Paula Dejong Deni Goldman Laura Klein Plunkett Heather Cochran, DVM

In order to acknowledge these terms and conditions, a signed copy of this letter should be returned within 15 days to:

Massachusetts Animal Coalition
PO Box 766
Westborough, MA 01581
info@massanimalcoalition.org

Or faxed to 617-989-1654

Name: Pam Peebles
(printed)

Pam Peebles
(signature)

Organization: TJO

Attachment: MASSANIMALCOALITIONAWARD (1313 : MAC Grant)



City of Springfield

SUBMITTED

Meeting: 07/18/11 07:00 PM
Initiator: Thomas Moore
Sponsors: Mayor Domenic J. Sarno
DOC ID: 1328

5

Order Authorizing the Execution of a Quitclaim Deed (Mayor Sarno)

CITY OF SPRINGFIELD

In the City Council

July 18, 2011

WHEREAS, the City of Springfield, Massachusetts acquired title to land in said Springfield, with building thereon, known as 195 State Street and East Side Maple Street (Parcels ID # 11110-0623 and 08218-0204), pursuant to a warranty deed dated July 20, 1965; and

WHEREAS, the City of Springfield Finance Control Board, pursuant to Executive Order #05-14-09D-2009, authorized the disposition of 195 State Street and East Side Maple Street; and

WHEREAS, the Office of Procurement solicited request for proposals for the purchase and redevelopment of said property pursuant to RFP (Bid# 11-175); and

WHEREAS, the Mayor upon the recommendation of the City's Review Committee has accepted the proposal submitted by CSM North, LLC;

NOW THEREFORE BE IT ORDERED, that the Mayor be and is hereby authorized in the name of and on behalf of the City of Springfield to execute and deliver a quitclaim deed to CSM North, LLC for the transfer of title to 195 State Street and East Side Maple Street (Parcels ID # 11110-0623 and 08218-0204), for consideration of One and 00/100 Dollars (\$1.00) in substantially the same form as the draft deed attached hereto.

A true copy of an Order passed by the City Council on _____, 2011 and approved by the Mayor on _____, 2011

Attest:

City Clerk

LAND DISPOSITION AGREEMENT

This Agreement is made and entered into as of the ___ day of June, 2011 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 **CSM NORTH, LLC**, a Massachusetts limited liability company, with a principal place of business at 525 Main Street, Acton, Massachusetts 01720 (“CSM” or “Reveloper” as further defined in Section 101(u),) (the City and CSM 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, the City is the owner of certain real property known as 195 State Street, Springfield, Massachusetts and E.S. Maple Street, Springfield, Massachusetts (collectively, the “Property”); and

WHEREAS, the City, acting by RFP (Bid# 11-175) and through its Department of Purchase, requested proposals for the purchase and redevelopment of the Property; and

WHEREAS, on or about February 4, 2011, the City selected CSM, as the successful proposer in response to a Request For Proposals issued by the City for the Property and has designated CSM as Preferred Developer of the Property; and

WHEREAS, the City of Springfield seeks to develop new market rate housing downtown based upon, among others, the recommendations of the Urban Land Institute plan for Springfield; and

WHEREAS, the State Street Alliance, through its report entitled “State Street Corridor Redevelopment Program” has recommended that 195 State Street should be redeveloped for market rate rental apartments and is a priority project; and

WHEREAS, CSM intends to redevelop the property and create a minimum twenty (20) market rate residential housing units; and

WHEREAS, CSM will not include any income-restricted units as part of the redevelop the property; and

WHEREAS, the Property to date has not been remediated, there exists a continued risk of third-party claims and potential liability should CSM buy the Property from the City prior to completing the remediation of hazardous material located on the property; and

WHEREAS, CSM has produced a Phase 1 environmental report and shall remediate all environmental issues cited in the report; and

WHEREAS, CSM has inspected the Property to its satisfaction in all respects and is willing to accept conveyance of the Property “as is”; and

WHEREAS, the Parties wish to memorialize in this Agreement certain undertakings to effectuate the intent of the Request For Proposals, issued by the City for the purchase and redevelopment of the Property.

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) “City” shall mean the City of Springfield, Massachusetts.
- d) “Closing” shall have the meaning set forth in Section 204 of this Agreement.
- e) “Closing Date” shall mean the date referred to in Section 204 of this Agreement.
- f) “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.
- g) “Condominium” shall mean any condominium declared on the Property after completion of the Improvements, as further described in Section 1001.
- h) “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.
- i) “Design Proposal” shall mean a submittal by the Redeveloper that includes a site plan and floor plan as well as any accompanying drawings and /or sketches submitted by the Redeveloper and approved by the City.

- j) “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.
- k) “Event of Default” shall have the meaning set forth in Section 702(a).
- l) “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.
- m) “Improvements” shall mean the building complex known as 195 State Street, a/k/a the Springfield Fire & Marine Insurance Building, which presently consists of an aggregate of approximately 53,025 gross square feet of building area, and which will be converted to residential use by the Redeveloper. The building, after redevelopment, shall contain no income-restricted dwelling units, a minimum of twenty (20) market rate residential dwelling units with accommodations for at least one parking space for each dwelling unit and related open space improvements.
- n) “Lenders” shall have the meaning set forth in Section 402(b).
- o) “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” refers to the land known as 195 State Street, Springfield, Massachusetts and E.S. Maple Street, Springfield, Massachusetts and identified by the City’s Assessors as parcels #11110-0623 and #08218-0204 respectively as further described on Exhibit A hereto.
- s) “Redeveloper” shall mean CSM NORTH, LLC, a Massachusetts limited liability company, with a principal place of business at 525 Main Street, Acton, Massachusetts 01720 and shall include any permitted successor in interest or assign, whether by act of a party to this Agreement or by operation of law or otherwise, including without limitation, the SPE Project Owner; but shall not mean Lenders.

- t) “SPE Project Owner” shall have the meaning set forth in Section 401(e).

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 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 “as is” condition. *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 One Dollar (\$1.00) 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 the date which is ten (10) business days after the City has issued the building permit for the Project, or such other date as may be agreed upon by the parties, and shall occur at the office of the City at City Hall, Springfield, Massachusetts. The conveyance shall also be referred to herein as the “Closing.” It is anticipated that the Development Review shall be completed, and the Closing shall occur, before October 1, 2011.

Section 205: Title and Instrument of Conveyance

The sale and conveyance shall be by quitclaim deed 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 and/or in the Plan.

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 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 of Springfield 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

The City shall not be obligated to make conveyance of the Property unless and until the following events have all occurred:

- a. Final Drawings and Specifications for the Property have been submitted by the Redeveloper and approved by the OPED as provided in Section 302 hereof.
- b. Redeveloper has obtained a building permit and all other required approvals required to construct the Improvements and complete the Project, including without limitation the issuance of a parking and ground-level residential use variances which have not been appealed.
- c. The Redeveloper has furnished evidence satisfactory to the City that the Redeveloper has adequate equity capital to complete the Project.
- d. The Redeveloper has obtained one or more building permits for the Project from the City of Springfield Inspectional Services Department and has paid all application fees in connection therewith, and the improvements described in the building permit(s) are in accordance with the Final Drawings and Specifications approved by the OPED pursuant to Section 302 hereof.

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 Seller'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 not 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 and the 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 number and size of the apartment units is appropriate to attract tenants able to pay full-market rents (but not for the purpose of changing the proposed layout or interior finishes of the dwelling units or common areas, or imposing any requirements on the post-construction operation and management of the Improvements). 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 limited liability company duly created and validly existing under the laws of the Commonwealth of Massachusetts.

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.

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;

b. It is intended and agreed, and the Deed shall so expressly provide, that the covenants provided in subsection (a) of this Section shall be covenants running with the land binding to the fullest extent permitted by law and equity for the benefit and in favor of, and

enforceable by, the City and its successors and assigns. It is further intended and agreed that the covenants provided 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 effective 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, 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. The Redeveloper shall not proceed with any aspect of its sales program to which the City objects, and agrees to follow all reasonable suggestions of the City with respect thereto.

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 Final Drawings and Specifications subject to the approval of the Mayor and to the applicable standards and controls of the Code.

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 to 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 OPED by the date which is not more than forty (40) days after the date of this Agreement; and the OPED shall either provide its approval of the Design Proposal or provide comments and/or recommendations not more than twenty (20) days after the submission of same. If OPED provides its approval, such approval shall be in the form of a written letter or certificate from the OPED. If OPED provides comments and/or recommendations, such comments and/or recommendations shall be provide to the Redeveloper in writing. The Redeveloper shall submit a revised Design Proposal to the OPED by the date which is not more than fourteen (14) days after the written issueance of the comments and/or recommendations; and the OPED shall provide approval not more than fourteen (14) days after the submission of same. Such approval shall be in the form of a written letter or certificate from the OPED.

2. The Redeveloper shall submitted Preliminary Drawings and Specifications to the OPED by the date which is not more than thirty (30) days after the date of the City's approval of the Design Proposal; and the OPED shall either provide its approval or comments and/or recommendations not more than thirty (30) days after the submission of same.

- I. 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, the Preliminary Drawings and Specifications shall be approved as the Final Drawings and Specifications. Such approval shall be in the form of a written letter or certificate from the OPED.
- II. If the OPED is not satisfied with the Preliminary Drawings and Specifications provided by the Redeveloper, OPED shall issue its comments and/or recommendations, in writing, to the Redeveloper. The Redeveloper, takeing OPED's comments and/or recommendations into consider, shall submit Final Drawings and Specifications to the OPED by the date which is not more than fourteen (14) days after the date OPED issues its comments and/or recommendations; and the OPED shall provide approval not more than fourteen (14) days after the submission of same. Such approval shall be in the form of a written letter or certificatge from the OPED.

4. Notwithstanding anything to the contrary in this Section 302, the OPED 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 erected in the Property unless such work conforms in every material respect 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 and take into account the planning and design objectives set forth by the OPED Site Plan Review procedure, and the City shall pursue such objectives in its review of and action upon the plans and specifications so submitted.

e. No sign shall be erected or placed on the exterior of any building in 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 Office of Planning and Economic Development 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 effect 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, or (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. If the OPED neither approves nor disapproves the proposed change in writing within thirty (30) days of receipt of such the 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 sixty (60) days after the Closing Date. At all times during the course of construction of the Improvements, as required by the conditions and the progress of work performed, Redeveloper shall erect and properly maintain all necessary and reasonable 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 eighteen (18) months from the commencement of construction, as such timeframe may be extended by written permission of the City, which extension shall not be unreasonably withheld or conditioned; provided that the City

shall not be required to agree to an extension of more than twelve (12) months unless construction has been halted or delayed by an excusable delay as defined in Section 810 hereof.

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 bi-annual 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. This subsection shall not, however, apply against a mortgagee permitted by this Agreement unless the Lender shall elect to complete as permitted in Section 403, in which case the extension provisions of that Section shall apply.

e. The Redeveloper shall, at all times, have a Massachusetts licensed architect and/or engineer supervising the Project

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 ten (10) 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 member 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 as involuntary transfer caused by the death or incapacity of any such party, or except as provided in Section 402 hereof, without the written approval of the OPED; nor without such written approval, shall there 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. 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 shall have complied with the following conditions:

1. The transferee or transferees shall have been approved as such in writing by the Mayor. 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 Property 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 Mayor 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 effect 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.

e. Notwithstanding anything to the contrary in this Section 401, the City acknowledges and agrees that Redeveloper intends for an affiliated single-purpose entity (the “SPE Project Owner”) to take title to the Property, to undertake the Project, and to own and operate the Improvements. The City agrees that it will convey title to the SPE Project Owner and permit the SPE Project Owner to perform Redeveloper’s obligations under this Agreement so long as (i) the SPE Project Owner is a Massachusetts limited liability company or a limited liability company organized in another jurisdiction and lawfully registered to do business in Massachusetts; (ii) David Nyberg or an entity owned or controlled by him is the managing member of the SPE Project Owner; and (iii) the SPE Project Owner executes an assignment and assumption agreement binding the SPE Owner to the terms and conditions of this Agreement.

Section 402: Mortgage of Property

a. Notwithstanding any other provisions of this Agreement, 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 or the SPE Project Owner, if any, 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; provided, however, that, except with respect to mortgages described herein, the Redeveloper and its individual members, as the case may be, shall give prior written notice to the City of its or their intent 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 Property 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 this Section 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 Property, 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 or part thereof 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 Property 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, 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 Property prior to the conveyance of the Property 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 VI shall survive the issuance of a Certificate of Completion.

ARTICLE VI INSURANCE

Section 601: Insurance Coverage

Subject to Section 604(f) below:

a. For twenty (20) years from the date hereof, the Redeveloper, its successors and assigns, shall keep (or, if the Redeveloper creates a Condominium on the Property, shall cause the Condominium association to 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, not more frequently than once per year.

d. The provisions of this Article VII shall not apply to any individual condominium units which have been conveyed by the Redeveloper for which a Certificate of Completion has been issued.

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 in the Property or an individual part thereof 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 Lenders 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, subject to the provisions of subsection (c) herein, 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.

f. Notwithstanding the foregoing, from and after the date the Property is subject to the provisions of M.G.L. ch. 183A, as evidenced by the recording of the Condominium Documents with the Registry, and the creation of a condominium regime at the Property, such Condominium Documents shall govern and control with respect to the provisions of this Article VII, and Redeveloper shall have no obligations or liabilities arising from the Condominium Association's failure to insure the Condominium common areas and facilities.

Section 605: Commencement and Completion of Reconstruction

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 two years (2) years 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 Working Drawings and Specifications satisfactory to the City as provided in Section 302 of this Agreement, or shall fail or refuse to submit evidence satisfactory to the City that it has the necessary equity capital and commitments for mortgage financing as provided in Section 208 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, the City shall have the right to retain the deposit, if any, held by it pursuant to this Agreement as full liquidated damages, but not as a penalty, without any deduction or offset whatever and without further liability to the City on the part of the Redeveloper; and the City may, upon such failure or refusal, in its sole discretion terminate, by thirty (30) days prior written notice to the Redeveloper, all of its obligations to the Redeveloper hereunder, in addition to retaining such deposit. In the event there is no such deposit, 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 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 in 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; or

3. There is in 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 the 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 promptly transfer possession of, and reconvey, the Property together with all of the Improvements thereon, to the City without cost to the City, by quitclaim deed, 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. If the Redeveloper shall fail so to reconvey, the City may institute such actions or proceedings as it may deem advisable including proceedings to compel specific performance and the payment of damages, expenses and costs by the Redeveloper.

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 revest 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 Property 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 Property, shall revert to the City; provided, that such condition subsequent and any revesting 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. 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. The City agrees to comply with any such request.

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 cure such default or 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; provided, however, that if such breach cannot be cured within such specific period or such ninety (90) day period and if such Lender commences a cure within the applicable period and diligently and continuously prosecutes the cure to completion within a reasonable amount of time after its occurrence, then such breach or violation shall not constitute a default by Redeveloper.

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 801 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, or at the next regular meeting of the City, whichever is later, 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 have failed to comply with the requirements of the City's "Equal Opportunity Compliance Policy," the City shall have the right to retain the amount deposited with the City, if any, pursuant to this Agreement, and still on deposit with the City, as full liquidated damages, but not as penalty, without any deduction or offset whatsoever and without further liability to the City on the part of the Redeveloper. In the

event there is no such deposit, 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 City

The covenants herein contained, 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). 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's Members and 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 Property 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: CSM North, LLC,
525 Main Street
Acton, Massachusetts 01720

with a copy to: Mintz Levin
One Financial Center
Boston, MA 02111
Attn: Jonathan M. Cosco, Esq.

City: Chief Development Officer
Office of Planning & Economic Development
City of Springfield
70 Tapley Street
Springfield, MA 01104

with a copy to: Office of the City Solicitor
36 Court Street
Springfield, MA 01103
Attn: City Solicitor

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 Property, 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 Property 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 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 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 Property or any portion thereof 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. At the time of execution of this Agreement it is not known whether the Massachusetts Environmental Protection Act, M.G.L. Sec. 61-62H (“MEPA”), applies to the construction of the Improvements. If a determination is made by the Department of Environmental Protection that MEPA does apply, then Redeveloper shall bear all costs, without limitation, of either party in obtaining the necessary approvals from the Department of Environmental Protection.

b. 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 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 City because of migration of such Hazardous Materials from the Property. Any required response action related to the Property required by a governmental City 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.

c. 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.

d. 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.

ARTICLE X CREATION OF CONDOMINIUM

Section 901: Creation of Condominium Regime

The City acknowledges that Redeveloper's present intention is not to subject the Project to the provisions of Chapter 183A of the Massachusetts General Laws. In the event that this intention changes and the Redeveloper plans on creating condominiums and thereby subject the Project to the provisions of Chapter 183A of the Massachusetts General Laws. The Redeveloper shall subject to the submission to the City of all documents as shall be necessary in order to duly establish one or more condominiums at the Property ("Condominium Documents"), the City will render in a separate writing its consent to and approval of the establishment of said condominium regime(s); provided, however, that said Condominium Documents do not contain any provisions which violate or are inconsistent with the Code, this Agreement, any documents of record with the Registry, or any agreements entered into between the Redeveloper and the City or any City of Springfield agency. In considering any Redeveloper request for approval of such Condominium Documents, the City shall limit its review to (i) ascertaining that the Condominium Documents are consistent with and do not violate the Code, this Agreement, any documents of record with the Registry. The Redeveloper covenants and agrees to provide such back-up documentation as the City may reasonably request in order to complete its determination. The City agrees that the terms and provisions of this Agreement, and the City's interest in this Agreement and the Property, shall be subject to and subordinate to said Chapter 183A, as it may hereinafter be amended, and the terms and provisions of the master deed, declaration of trust, by-laws and/or other Condominium Documents that shall be executed and recorded at the time any such condominium for all or part of the project (not a defined term) is established. Promptly after receipt of a written request therefor, and provided that no Event of Default then exists, the City shall execute and deliver written confirmation of such subordination in form reasonably satisfactory to the parties and any Lenders, provided that the Redeveloper has satisfied its document submission obligations under this Section 1001 and the documents so submitted comply with the provisions.

Section 902: Resales of Condominiums. Payments to City.

The Declaration of Trust of the condominium created for the Property and each unit deed for each condominium conveyed by Redeveloper to a purchaser shall contain the following language, which shall be in capital letters. "THIS CONDOMINIUM UNIT IS SUBJECT TO A CONTINUING OBLIGATION TO PAY ONE PERCENT (1%) OF THE SALES PRICE TO THE TREASURER OF THE CITY OF SPRINGFIELD ON EACH TRANSFER FOR VALUE." This obligation runs with the land and shall remain in existence for a period of twenty (20) years from the date of the this Agreement.

[SIGNATURES ON THE NEXT PAGE]

IN WITNESS WHEREOF, on the ____ day of July, 2011, the parties hereto have caused this Agreement in three counterparts to be signed, sealed and delivered by their duly authorized officers or representatives, respectively.

CSM NORTH, LLC

CITY OF SPRINGFIELD

By: David Nyberg

Title: Manager

Date Signed _____

Name: _____

Title: Chief Development Officer

Date Signed _____

Approved as to appropriation:

Approved as to Form

Name: _____

Title: City Comptroller

Date Signed _____

Name: Nathan LaVallee

Title: Associate City Solicitor

Date Signed _____

Approved as to Form

Name: _____

Title: Chief Financial Officer

Date Signed _____

DOMENIC J. SARNO, Mayor

Date signed _____

COMMONWEALTH OF MASSACHUSETTS

Hampden, ss. Springfield

On this ____ day of _____, 2007, before me, the undersigned notary public, personally appeared _____, 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) signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Hampden, ss. Springfield

On this ____ day of _____, 2005, before me, the undersigned notary public, personally appeared _____, 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 signed it voluntarily for its stated purpose.

Notary Public,
My commission expires:

Exhibit A

Legal Description:

PARCEL 1

A certain parcel of land, with the building thereon, known as 195 State Street (Parcel ID #11110-0623), bounded and described as follows:

Bounded southwesterly one hundred and ninety-nine and 41/100 (199.41) feet by maple street as widened by the City of Springfield in June 1902; northwesterly one hundred fifty-five and 95/100 (155.95) feet by state street; northeasterly one hundred and sixty-one and 68/100 (161.68) feet by a passageway fifteen (15) feet in width; and southeasterly about ninety-nine and 14/100 (99.14) feet by land now or formerly of one Van Allen.

Said premises are more particularly bounded and described in accordance with a plan made by Durkee, White & Towne, Engineers, and recorded in Hampden County Registry of Deeds, in Book R plans, page 30, as follows:

Beginning at copper bolt marking the point of intersection of the north easterly line of Maple street as widened by the City of Springfield in June 1902 (see Plan on file in said Registry, file No.69) with the southeasterly line of state street, and running thence N. 48° 2' 50'' E. on State Street seventy-six and 89/100 (76.89) feet to the point of intersection of the southeasterly line of State Street with the southwesterly line of a passageway fifteen (15) feet in width, thence S. 38° 23'40''E. on said passageway one hundred sixty- one and 68/100 (161.68) feet to a stone bound at the northerly corner of land now or formerly of one Van Allen; thence S. 31° 52'35''W. on said Van Allen land ninety-nine and 41/100 (199.41) feet to the point of beginning.

PARCEL 2

A certain parcel of land, known as East Side Maple Street (Parcel ID #08218-0204), bounded and described as follows:

Bounded southeasterly one hundred forty-five and 51/100 (145.51) feet by State Street; southwesterly one hundred forty-eight and 86/100 (146.86) feet by Elliot Street; northwesterly about one hundred forty-six and 16/100 (146.16) feet and land conveyed to Jamed T. Fennessey, et al, by deed dated February 12,1925, and recorded in the Hampden county Registry of Deeds, Book 1257, Page 320; and northeasterly about and hundred seventy-five and 56/100 175.56) feet by land conveyed to the society for the Preservation of New England Antiquities, Inc., by deeds recorded in said Registry, book 1684, Pages 576, 577, 578, and 579; said premises being shown on a Plan dated August 1939, drawn by Merrill & Sears, Civil Engineers, and recorded in said Registry, Book 18 of Plans, Page 82.

Parcel 1 and Parcel 2 being the same premises conveyed to the Grantor herein by the Insurance Company of North America by deed dated July 20, 1965 and recorded in the Hampden County Registry of Deeds, Book 3127, Pages 550.

MASSACHUSETTS QUITCLAIM DEED BY CORPORATION (short form)

KNOW ALL PERSONS BY THESE PRESENTS that **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 **ONE AND 00/100 DOLLARS (\$1.00)**, grants to **CSM NORTH, LLC**, a Massachusetts limited liability company, with a principal place of business at 525 Main Street, Acton, Massachusetts 01720, with **QUITCLAIM COVENANTS**, the land in said Springfield, described as follows:

PARCEL I

A certain parcel of land, with the building thereon, known as 195 State Street (Parcel ID #11110-0623), bounded and described as follows:

Bounded southwesterly one hundred and ninety-nine and 41/100 (199.41) feet by maple street as widened by the City of Springfield in June 1902; northwesterly one hundred fifty-five and 95/100 (155.95) feet by state street; northeasterly one hundred and sixty-one and 68/100 (161.68) feet by a passageway fifteen (15) feet in width; and southeasterly about ninety-nine and 14/100 (99.14) feet by land now or formerly of one Van Allen.

Said premises are more particularly bounded and described in accordance with a plan made by Durkee, White & Towne, Engineers, and recorded in Hampden County Registry of Deeds, in Book R plans, page 30, as follows:

Beginning at copper bolt marking the point of intersection of the north easterly line of Maple street as widened by the City of Springfield in June 1902 (see Plan on file in said Registry, file No.69) with the southeasterly line of state street, and running thence N. 48° 2' 50'' E. on State Street seventy-six and 89/100 (76.89) feet to the point of intersection of the southeasterly line of State Street with the southwesterly line of a passageway fifteen (15) feet in width, thence S. 38° 23'40''E. on said passageway one hundred sixty- one and 68/100 (161.68) feet to a stone bound at the northerly corner of land now or formerly of one Van Allen; thence S. 31° 52'35''W. on said Van Allen land ninety-nine and 41/100 (199.41) feet to the point of beginning.

PARCEL II

A certain parcel of land, known as East Side Maple Street (Parcel ID #08218-0204), bounded and described as follows:

Bounded southeasterly one hundred forty-five and 51/100 (145.51) feet by State Street; southwesterly one hundred forty-eight and 86/100 (146.86) feet by Elliot Street; northwesterly about one hundred forty-six and 16/100 (146.16) feet and land conveyed to James T. Fennessey, et al, by deed dated February 12, 1925, and recorded in the Hampden County Registry of Deeds, Book 1257, Page 320; and northeasterly about one hundred seventy-five and 56/100 (175.56) feet by land conveyed to the Society for the Preservation of New England Antiquities, Inc., by deeds recorded in said Registry, Book 1684, Pages 576, 577, 578, and 579; said premises being shown on a Plan dated August 1939, drawn by Merrill & Sears, Civil Engineers, and recorded in said Registry, Book 18 of Plans, Page 82.

Parcel I and Parcel II being the same premises conveyed to the Grantor herein by the Insurance Company of North America by deed dated July 20, 1965 and recorded in the Hampden County Registry of Deeds, Book 3127, Pages 550.

The parcels are sold pursuant to Chapter 30B of the Massachusetts General Laws “as is” 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 said 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 said 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) The parcels cannot be used as a church, as a homeless shelter, for non-accessory signs and for any uses not allowed within a Business C Zoning District; (2) The parcels are sold subject to all environmental conditions which the Grantee agrees to assume; (3) The said parcels are sold subject to all current zoning, building and historic district restrictions and controls; (4) All development plans shall be approved by the Grantor’s Office of Planning and Economic Development; (5) The parcels shall be used for market rate housing; and (6) If the parcels are not developed within eighteen months from the date of recording of this Quitclaim Deed, the parcels shall revert back to city ownership at no cost and for no consideration. “Development”, for the purposes of the above said reverter clause, shall be defined as the complete rehabilitation and remodeling of the building located at 195 State Street, Springfield MA evidenced by the issuance of a certificate of occupancy by the City of Springfield Building Department.

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 _____, _____ executing this instrument by authority granted by Chapter 40, Section 3 of the Massachusetts General Laws and by Order passed by its City Council on _____, _____ and attached hereto as Exhibit "A".

CITY OF SPRINGFIELD

By _____
Domenic J. Sarno, Mayor

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, ss.

Springfield, Massachusetts

On this _____ day of _____, _____ 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"**AFFIDAVIT****RE: SALE OF 195 STATE ST. AND EAST SIDE MAPLE ST.**

I, _____ (name) _____ (title), on behalf of **CSM NORTH, LLC**, take oath and state the following pursuant to Chapter 60, Section 77B of the Massachusetts General Laws, as amended:

1. I am the _____ (title) of **CSM NORTH, LLC**, a Massachusetts limited liability company, with a principal place of business at 525 Main Street, Acton, Massachusetts 01720
2. I have read the facts stated herein and the same are true and correct to the best of my knowledge and belief.
3. CSM NORTH, LLC nor any person who would gain equity in 176 Quincy Street, Springfield, Massachusetts as a result of such conveyance has ever been convicted of a crime involving the willful and malicious setting of a fire or of a crime involving the aiding, counseling or procuring of a willful and malicious setting of a fire, or a crime involving the fraudulent filing of a claim for fire insurance.
4. CSM NORTH, LLC is not delinquent in the payment of real estate taxes to the City of Springfield, or if delinquent, that a pending application for abatement of such tax, or a pending petition before the appellate tax board has been filed in good faith.

SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY THIS _____ DAY OF _____, _____.

Witness

CSM NORTH, LLC

By: _____

Name:

Title:

Attachment: 195 State Street Form Deed_FINAL DRAFT (1328 : Order Authorizing the Execution of a Quitclaim Deed)

CITY OF SPRINGFIELD

In the City Council

July 18, 2011

WHEREAS, the City of Springfield, Massachusetts acquired title to land in said Springfield, with building thereon, known as 195 State Street and East Side Maple Street (Parcels ID # 11110-0623 and 08218-0204), pursuant to a warranty deed dated July 20, 1965; and

WHEREAS, the City of Springfield Finance Control Board, pursuant to Executive Order #05-14-09D-2009, authorized the disposition of 195 State Street and East Side Maple Street; and

WHEREAS, the Office of Procurement solicited request for proposals for the purchase and redevelopment of said property pursuant to RFP (Bid# 11-175); and

WHEREAS, the Mayor upon the recommendation of the City's Review Committee has accepted the proposal submitted by CSM North, LLC;

NOW THEREFORE BE IT ORDERED, that the Mayor be and is hereby authorized in the name of and on behalf of the City of Springfield to execute and deliver a quitclaim deed to CSM North, LLC for the transfer of title to 195 State Street and East Side Maple Street (Parcels ID # 11110-0623 and 08218-0204), for consideration of One and 00/100 Dollars (\$1.00) in substantially the same form as the draft deed attached hereto.

A true copy of an Order passed by the City Council on _____, 2011 and approved by the Mayor on _____, 2011

Attest:

City Clerk

Attachment: Order to transfer 195 State St final (1328 : Order Authorizing the Execution of a Quitclaim Deed)



City of Springfield

SCHEDULED

Meeting: 07/18/11 07:00 PM

Initiator: John Burt

Sponsors: Mayor Domenic J. Sarno

DOC ID: 1316

7

An Order Authorizing the Expenditure of Gifts from Various Individuals and Entities by the Thomas J. O'Connor Animal Control and Adoption Center (Mayor Sarno)

WHEREAS, the Thomas J. O'Connor Animal Control and Adoption Center has been awarded gifts of \$22,303.29 from various individuals and entities; and

WHEREAS, "The funds provided shall be used for the purpose as requested by the individuals and entities for animal care"; and

WHEREAS, the Department intends to use the gift funds for the purpose as requested by the donors for animal care; and

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

Animal Care - \$22,303.29

CITY OF SPRINGFIELD - TJO ANIMAL CONTROL AND ADOPTION CENTER
FY 2011 DONATIONS
NOVEMBER 30, 2010 - JUNE 28, 2011

#	DATE	TRANSACTION #	AMOUNT	NAME	ADDRESS	CITY	ST	PURPOSE
1	11/30/2010	R10-009283	\$50.00	KAITLYN LAVOIE	56 BLISS RD	LONGMEADOW	MA	adopted cat, left additional amount
2	12/2/2010	R10-009292	\$24.95	WALK YOUR DOG WITH LOVE	31 MEADOW LN	LANESBORO	MA	donates a small portion of sales from his business
3	12/2/2010	R10-009298	\$35.00	JOSE RODRIGUEZ	153 KING ST	SPRINGFIELD	MA	Reclaimed dog, thank you for grooming
4	12/10/2010	R10-009343	\$25.00	RICHARD SCORTINO	44 FOREST HILL RD	FEEDING HILLS	MA	contribution for care of animals
5	12/13/2010	R10-009367	\$25.00	ANN MORIN	91 WANDA ST	CHICOPEE	MA	adopted dog in 08-thank you for work done here
6	12/14/2010	R10-009369	\$25.00	LARRY GODFREY	286 HOVEY RD	MONSON	MA	walk in contribution for work done here
7	12/14/2010	R10-009370	\$25.00	CATHERINE CARLSON	258 DENVER ST	SPRINGFIELD	MA	in memory of donation
8	12/14/2010	R10-009370	\$25.00	CATHERINE CARLSON	258 DENVER ST	SPRINGFIELD	MA	in memory of donation
9	12/14/2010	R10-009374	\$50.00	BARBARA PRIEST	97 DOVERBROOK RD	CHICOPEE	MA	mailed in gift
10	12/14/2010	R10-009375	\$50.00	DONNA ROBERTS	140 LAUREL ST	LONGMEADOW	MA	periodic donor
11	12/14/2010	R11-009929	\$25.00	DONNA ROBERTS	140 LAUREL ST	LONGMEADOW	MA	periodic donor
12	12/15/2010	R10-009377	\$50.00	SUSAN STEVENS	71 MAYFLOWER RD	SPRINGFIELD	MA	donation for help given on phone
13	12/17/2010	R10-009398	\$2.00	ALBARIS POMALES	37 SILVER ST	SPRINGFIELD	MA	reclaimed dog, left additional as thank you
14	12/17/2010	R10-009401	\$25.00	JANIS MERCIERI	26 GILLETTE CIR	SPRINGFIELD	MA	adopted cat, left additional
15	12/21/2010	R10-009418	\$30.00	LORI WAYSON	103 RUSSELLVILLE RD	SOUTHAMPTON	MA	adopted cat, thank you for friend
16	12/23/2010	R10-009434	\$20.00	PATRICIA STEFANIK	28 PALMER AVE	CHICOPEE	MA	Holiday donation
17	12/23/2010	R10-009439	\$20.00	KATIE STEFANIK	28 PALMER AVE	CHICOPEE	MA	holiday donation
18	12/23/2010	R10-009440	\$20.00	RICHARD STEFANIK	28 PALMER AVE	CHICOPEE	MA	holiday donation
19	12/23/2010	R10-009441	\$20.00	ROB LIBERA	28 PALMER AVE	CHICOPEE	MA	holiday donation
20	12/23/2010	R10-009442	\$20.00	AMY GALIK	1 RED BRIDGE LN	SOUTH HADLEY	MA	holiday donation
21	12/23/2010	R10-009443	\$20.00	ANDREW GALIK	1 RED BRIDGE LN	SOUTH HADLEY	MA	holiday donation
22	12/27/2010	R10-009450	\$22.50	CENTRAL CONN UNITED WAY	30 LAUREL ST	HARTFORD	CT	employee contributions for care of animals
23	12/27/2010	R10-009451	\$200.00	GARY CASSANELLI	235, #107 STATE ST	SPRINGFIELD	MA	annual donation for care of animals
24	12/28/2010	R10-009461	\$50.00	JUSTINE JOHNSON	24 GOULD ST	WARE	MA	for good care of animals
25	12/30/2010	R10-009479	\$200.00	ROBERT PEKAR	32 MANN TER	FLORENCE	MA	periodic donor
26	1/3/2011	R11-009494	\$20.00	BONNIE LOU CRAIG	1774 SHELBURNE FALLS RD	CONWAY	MA	mailed in donation
27	1/6/2011	R11-009515	\$10.00	WALTER ROBLINSKI	63 MARSHALL ST	EAST LONG MEADOW	MA	in memory of gift
28	1/6/2011	R11-009516	\$25.00	GARY KOPY	95 COSGROVE AVE	AGAWAM	MA	in memory of gift
29	1/6/2011	R11-009518	\$20.00	TONI GOLFIERI	68 MAPLE TER	WEST SPRINGFIELD	MA	in memory of donation
30	1/6/2011	R11-009519	\$25.00	MIKE ROSKA	194 OVERLOOK DR	SPRINGFIELD	MA	in memory of donation
31	1/6/2011	R11-009520	\$150.00	ELAINE SPALLACCI	42 LESLIE ST	SPRINGFIELD	MA	Merry xmas happy new year gift
32	1/15/2011	R11-009565	\$10.00	BARBARA WANCZYK	68 HIGH ST	SOUTH HADLEY	MA	adopted cat, left additional donation
33	1/17/2011	R11-009572	\$25.00	CATHIE STRNISTE	1127 RIVER BLVD	SUFFIELD	CT	donation for shelter
34	1/20/2011	R11-009579	\$25.00	STACY CLEANERS	55 WHITE AVE	EAST LONG MEADOW	MA	donation for animal care
35	1/25/2011	R11-009597	\$10.00	LAURIE MAHAR	400, #310 BRITTON ST	CHICOPEE	MA	previously adopted dog-thank you
36	1/26/2011	R11-009604	\$20.00	KRISTINE TRUDEAU	119 NORTH BLVD	WEST SPRINGFIELD	MA	care of animals donation
37	1/27/2011	R11-009612	\$25.00	THERESA SCALA	288 COREY ST	AGAWAM	MA	adoped dog, left additional
38	2/5/2011	R11-009643	\$50.00	MARK GRABOWSKI	30 HAYNES CIR	CHICOPEE	MA	donation for animal care
39	2/5/2011	R11-009646	\$10.00	JEFF+TRACY BYWATER	121 WINDSOR ST	ENFIELD	CT	adopted cat, left additional
40	2/7/2011	R11-009651	\$10.00	WESLEY WYCHE	164 ARNOLD AVE	SPRINGFIELD	MA	reclaimed dog, thank you donation
41	2/8/2011	R11-009658	\$180.00	ELIZABETH STARR	26 BROOK ST	EASTHAMPTON	MA	mailed in gift for animal care
42	2/9/2011	R11-009665	\$50.00	MARIE DAUGHTRY	11 BONNYVIEW ST	SPRINGFIELD	MA	mailed in gift for animal care
43	2/10/2011	R11-009678	\$20.00	ELLEN COMMISSO	71 BAYNE ST	EAST LONG MEADOW	MA	adopted cat, left additional
44	2/14/2011	R11-009696	\$10.00	JEAN MCNULTY	261 MAPLESHADE AVE	EAST LONG MEADOW	MA	in memory of gift
45	2/14/2011	R11-009697	\$20.00	MAUREEN LEE	9 CLARK ST	EASTHAMPTON	MA	in memory of gift
46	2/15/2011	R11-009709	\$7.50	NICOLE PROVOST	69 KIRKLAND AVE	LUDLOW	MA	adopted dog, left additional as thank you
47	2/17/2011	R11-009711	\$25.00	RUTH DINEEN	26 SMITH AVE	WESTFIELD	MA	mailed donation
48	2/17/2011	R11-009712	\$25.00	JIM BEAUDREAULT	151 BALLARD DR	WEST HARTFORD	CT	mailed donation
49	2/17/2011	R11-009713	\$100.00	GEORGE COPPEZ	13 MORIN DR	EASTHAMPTON	MA	thank you for work on behalf of animals
50	2/17/2011	R11-009714	\$50.00	CLAYTON LUCAS	5 HOLLOWAY BROOK RD	LAKEVILLE	MA	mailed in gift for animal care
51	2/17/2011	R11-009715	\$20.00	JOSHUA CORBEIL	134 NORTHWEST RD	WESTHAMPTON	MA	mailed in gift for animal care
52	2/17/2011	R11-009716	\$15.00	KATIE DESANTIS-FALVO	716 BELCHERTOWN RD	WARE	MA	mailed in gift for animal care

CITY OF SPRINGFIELD - TJO ANIMAL CONTROL AND ADOPTION CENTER
FY 2011 DONATIONS
NOVEMBER 30, 2010 - JUNE 28, 2011

#	DATE	TRANSACTION #	AMOUNT	NAME	ADDRESS	CITY	ST	PURPOSE
53	2/17/2011	R11-009717	\$25.00	SARA HUNTER	81 MAPLE CT	WARE	MA	mailed in gift for animal care
54	2/17/2011	R11-009718	\$25.00	DAWN-MARIE VADNAIS	3 OAK RIDGE CIR	WARE	MA	mailed in gift for animal care
55	2/17/2011	R11-009719	\$20.00	JOHN LAPORTE	30 WESTBROOK AVE	WARE	MA	mailed in gift for animal care
56	2/17/2011	R11-009720	\$25.00	ROBERT MULCAHEY	PO BOX 51444	INDIAN ORCHARD	MA	mailed in gift for animal care
57	2/17/2011	R11-009721	\$200.00	EDWIN KNIHNICKI	3411 AUSTIN CT	ALEXANDRIA	VA	mailed in gift for animal care
58	2/17/2011	R11-009722	\$50.00	MARIAN POE HEINEMAN	29 VICTORIA LN	WILBRAHAM	MA	mailed in gift for animal care
59	2/17/2011	R11-009723	\$50.00	NANCY CONDON	126 WILSON RD	BELCHERTOWN	MA	mailed in gift for animal care
60	2/17/2011	R11-009724	\$10.00	ERIN OBERNESSER	PO BOX 292	WILMINGTON	VT	mailed in gift for animal care
61	2/17/2011	R11-009725	\$25.00	JILL MAZZAFERRO	31 PLEASANT ST	EAST LONG MEADOW	MA	mailed in gift for animal care
62	2/17/2011	R11-009726	\$20.00	ALICE LAWRENCE	28 DEER PARK DR	EAST LONG MEADOW	MA	mailed in gift for animal care
63	2/17/2011	R11-009727	\$10.00	BETH HAUGHEY	38 LENOX CIR	EAST LONG MEADOW	MA	mailed in gift for animal care
64	2/17/2011	R11-009730	\$25.00	COLLEEN PAFUMI	22 METHUEN ST	SPRINGFIELD	MA	in memory of donation
65	2/17/2011	R11-009737	\$20.00	URSULA HARDIMAN	10 GORDON DR	HOLYOKE	MA	in memory of donation
66	2/17/2011	R11-009738	\$20.00	MARIANNE WYSZYNSKI	27 WORTHINGTON ST	CHICOPEE	MA	previously adopted a cat-sent donation to say thank you
67	2/17/2011	R11-009739	\$50.00	JOHN DAY	17 RUSSELL ST	SPRINGFIELD	MA	in memory of donation
68	2/17/2011	R11-009740	\$25.00	HOWARD ELDRIDGE	100 COLORADO ST	SPRINGFIELD	MA	in memory of donation
69	2/19/2011	R11-009745	\$15.00	FRANCIS STEPLAR	73 LOUDVILLE RD	EASTHAMPTON	MA	in memory of donation
70	2/23/2011	R11-009756	\$50.00	BRIDGEPORT NATI BINDERY	PO BOX 289	AGAWAM	MA	in memory of donation
71	2/23/2011	R11-009758	\$20.00	JACQUELINE STEFANIK	49 WANDA ST	CHICOPEE	MA	in memory of donation
72	2/23/2011	R11-009759	\$30.00	SUSAN GORMAN	18, #4 MATTOON ST	SPRINGFIELD	MA	in memory of donation
73	2/23/2011	R11-009760	\$20.00	CYNTHIA BOROWSKI	6 PINE MEADOW DR	SOUTHAMPTON	MA	in memory of donation
74	2/23/2011	R11-009761	\$10.00	ELINOR GEB0	7 QUARRY HL	EAST LONG MEADOW	MA	in memory of donation
75	2/23/2011	R11-009763	\$50.00	WARNER CROSS	141 PORTER RD	EAST LONG MEADOW	MA	in memory of donation
76	2/23/2011	R11-009764	\$20.00	BETH HAUGHEY	38 LENOX CIR	EAST LONG MEADOW	MA	periodic donor
77	2/23/2011	R11-009765	\$30.00	FRANCIS DEVIVO	122 COTTONWOOD LN	AGAWAM	MA	in memory of donation
78	2/23/2011	R11-009766	\$30.00	COLLEEN MCCARTNEY	444 AMHERST RD	BELCHERTOWN	MA	in memory of donation
79	2/23/2011	R11-009767	\$50.00	ERIC CONGDON	455 PARUM RD	COLCHESTER	CT	in memory of donation
80	3/1/2011	R11-009793	\$5.00	MARITZA MATOS	108 CLAYTON ST	SPRINGFIELD	MA	adopted dog, left additional as thank you
81	3/1/2011	R11-009794	\$25.00	MARY TESINI	5 VILLAGE RD	HOLYOKE	MA	monthly donor
82	3/2/2011	R11-009800	\$20.00	LAURA WALLACE	152 COREY COLONIAL	AGAWAM	MA	in memory of donation
83	3/2/2011	R11-009801	\$20.00	MAUREEN GEARY	86 BOWLES PARK	SPRINGFIELD	MA	in memory of donation
84	3/2/2011	R11-009802	\$25.00	CATHERINE KEATING	23 ST JOSEPH DR	EAST LONG MEADOW	MA	in memory of donation
85	3/2/2011	R11-009803	\$15.00	ADELLA KLINKOWSKI	41 HICKS ST	CHICOPEE	MA	in memory of donation
86	3/3/2011	R11-009811	\$10.00	KATHI SMITH	266 BAY RD	BELCHERTOWN	MA	adopted cat, left additional as thank you
87	3/4/2011	R11-009814	\$20.00	KENNETH SCHEMPY	119 BRETTON RD	SPRINGFIELD	MA	mailed in donation
88	3/6/2011	R11-009827	\$50.00	MARYANN GOUIN	55 DUGGAN CIR	SPRINGFIELD	MA	reclaimed dog, thank you
89	3/7/2011	R11-009829	\$115.00	JARED JOSEPH	109 PINEYWOODS AVE	SPRINGFIELD	MA	reclaimed dog, thank you
90	3/8/2011	R11-009831	\$25.00	SISTERS OF SAINT JOSEPH	132 E. MAIN ST	CHICOPEE	MA	in memory of donation
91	3/17/2011	R11-009886	\$20.00	MARILYNN DULUDE	99 DURYEA ST	SPRINGFIELD	MA	periodic donor
92	3/17/2011	R11-009887	\$200.00	LORRAINE LUDWIN	102 MARY ST	CHICOPEE	MA	donation for animal care
93	3/17/2011	R11-009889	\$20.00	ROBERT TETREAU	216 SOUTHWICK ST	FEEDING HILLS	MA	donation for animal care
94	3/17/2011	R11-009890	\$50.00	TERESA BAILEY	15 GLENDALE VIEW DR	HAMPDEN	MA	donation for animal care
95	3/17/2011	R11-009891	\$100.00	MICHAEL RIVERS	28 LEYFRED TER	SPRINGFIELD	MA	donation for animal care
96	3/17/2011	R11-009892	\$50.00	KEN BOUSQUET	453 P.O. BOX	LUDLOW	MA	donation for animal care
97	3/21/2011	R11-009908	\$20.00	NORMAN FORTINI	178 FARMER BROWN LN	WEST SPRINGFIELD	MA	donation for animal care
98	3/25/2011	R11-009927	\$45.00	CENTRAL CONN UNITED WAY	30 LAUREL ST	HARTFORD	CT	United Way automatic deducted employee contributions
99	3/25/2011	R11-009928	\$32.95	CENTRAL CONN UNITED WAY	30 LAUREL ST	HARTFORD	CT	United Way automatic deducted employee contributions
100	3/25/2011	R11-009930	\$25.00	SPRUCE HILL PROPERTY SVCS	848 ELM ST	WEST SPRINGFIELD	MA	in memory of donation
101	3/25/2011	R11-009931	\$25.00	PATRICIA WAJDA	24 LUDON ST	CHICOPEE	MA	in memory of donation
102	3/28/2011	R11-009944	\$25.00	DONNA ROBERTS	140 LAUREL ST	LONGMEADOW	MA	periodic donor
103	3/31/2011	R11-009959	\$23.00	DAWN SHEA	47 HALL ST	SPRINGFIELD	MA	purchased items, left additional donation
104	4/4/2011	R11-010008	\$20.00	MARY WALCZAK	279 JEFFREY LN	WEST SPRINGFIELD	MA	donation for animal care

CITY OF SPRINGFIELD - TJO ANIMAL CONTROL AND ADOPTION CENTER
FY 2011 DONATIONS
NOVEMBER 30, 2010 - JUNE 28, 2011

#	DATE	TRANSACTION #	AMOUNT	NAME	ADDRESS	CITY	ST	PURPOSE
105	4/4/2011	R11-010009	\$10.00	NORA DAHDAH BLAISDELL	23 LORIMER ST	INDIAN ORCHARD	MA	donation for animal care
106	4/4/2011	R11-010010	\$50.00	MARIA HELIN	404 BLISSWOOD VILLAGE DR	LUDLOW	MA	donation for animal care
107	4/5/2011	R11-010022	\$2.50	ANNEMARIE POPOWSKI	97 FERNWOLD ST	SPRINGFIELD	MA	periodic donor
108	4/8/2011	R11-010041	\$10.00	CHRISTINE TURCOTTE	9 CEDAR ST	ENFIELD	CT	adopted cat, left additional
109	4/10/2011	R11-010050	\$30.00	TOM RONDEAU	50, #2LR LINDEN ST	CHICOPEE	MA	donation for animal care
110	4/13/2011	R11-010067	\$13.00	NATHANIEL PADDEN	UNKNOWN			stopped in, left donation for clean facility
111	4/15/2011	R11-010071	\$5.00	LAURA REMISZEWSKI	35 KAZBECK ST	INDIAN ORCHARD	MA	stopped in, left donation for animals
112	4/17/2011	R11-010094	\$150.00	MASSMUTUAL	9002 P.O. BOX	STUART	FL	matching gift program
113	4/21/2011	R11-010112	\$40.44	WALK YOUR DOG WITH LOVE	31 MEADOW LN	LANESBORO	MA	donates small portion of business sales
114	4/21/2011	R11-010114	\$50.00	JODY LOS	585, # 22 SHERIDAN ST	CHICOPEE	MA	periodic donor
115	4/21/2011	R11-010115	\$50.00	ELIZABETH SCHABACKER	56 GLENDALE RD	SOUTHAMPTON	MA	in honor of gift
116	4/30/2011	R11-010169	\$57.28	CENTRAL CONN UNITED WAY	30 LAUREL ST	HARTFORD	CT	United Way automatic deducted employee contributions
117	4/30/2011	R11-010170	\$144.16	CENTRAL CONN UNITED WAY	30 LAUREL ST	HARTFORD	CT	United Way automatic deducted employee contributions
118	5/3/2011	R11-010183	\$25.00	RJ HASKINS	58 CANAL ST	BRATTLEBORO	VT	periodic donor
119	5/10/2011	R11-010216	\$50.00	DAN FREDETTE	15 LASKOWSKI ST	CHICOPEE	MA	periodic donor
120	5/10/2011	R11-010219	\$10.00	UNKNOWN PERSON				anonymous donation on counter
121	5/10/2011	R11-010222	\$7.00	LORI CHARETTE	627 COTTAGE ST	SPRINGFIELD	MA	received donation in field-appreciation of services
122	5/12/2011	R11-010241	\$10.00	ROBERT ZAJAC	36 FAYMORE DR	AGAWAM	MA	periodic donor
123	5/12/2011	R11-010242	\$10.00	JO ANN REPOLA	56 REDDEN ST	SPRINGFIELD	MA	mailed in contribution
124	5/12/2011	R11-010243	\$10.00	JOHN FOGARTY	31 WOODS AVE	HOLYOKE	MA	mailed in contribution
125	5/12/2011	R11-010244	\$130.00	DAN TAYLOR	UNKNOWN			donation for good animal care
126	5/21/2011	R11-010287	\$100.00	DEB HEADY	81 LAURENCE DR	WEST SPRINGFIELD	MA	adopted dog in 2007, appreciation donation
127	5/27/2011	R11-010321	\$10.00	EDWARD MCSWEENEY	29 TEXEL DR	SPRINGFIELD	MA	donation for animal care
128	6/2/2011	R11-010338	\$100.00	DEB HEADY	81 LAURENCE DR	WEST SPRINGFIELD	MA	adopted dog in 2007, appreciation donation
129	6/3/2011	R11-010349	\$60.00	LINDA BURR	73 WILKES ST	SPRINGFIELD	MA	adopted cat, left extra
130	6/3/2011	R11-010351	\$20.00	MICHELINE FONTAINE	19 CATHERINE ST	CHICOPEE	MA	donation for animal care
131	6/3/2011	R11-010352	\$40.00	JANET DAIGO	4 CHARLES ST	CHICOPEE	MA	donation for animal care
132	6/4/2011	R11-010357	\$65.00	KATIE GLADDEN	53 APPLETON ST	SPRINGFIELD	MA	donation for animal care
133	6/7/2011	R11-010367	\$15.00	JANICE BOLGER	9 FLINT LOCKE RD	RANDOLPH	MA	donation for animal care
134	6/10/2011	R11-010387	\$50.00	RICHARD PAIGE	19 KNOLLWOOD DR	EAST LONG MEADOW	MA	donation for animal care
135	6/10/2011	R11-010389	\$150.00	JEANNE COBURN	46 SHEEHAN DR	HOLYOKE	MA	donation for animal care
136	6/10/2011	R11-010390	\$40.00	BARBARA WATT	2431 ROOSEVELT AVE	SPRINGFIELD	MA	donation for animal care
137	6/11/2011	R11-010393	\$20.00	LINDA BOUSQUET	20 TAYLOR CT	ENFIELD	CT	donation for animal care
138	6/11/2011	R11-010395	\$30.00	ANDREA LUPPI	100 MARY COBURN RD	SPRINGFIELD	MA	periodic donor
139	6/13/2011	R11-010400	\$40.00	SANDRA THOMAS	78 UPPER BEVERLY HILLS	WEST SPRINGFIELD	MA	periodic donor
140	6/13/2011	R11-010401	\$10.00	PATRICIA BOCCHINO	7 MEADE ST	PEABODY	MA	donation for animal care
141	6/13/2011	R11-010403	\$25.00	INGEBORG MARTINO	56 BRENTWOOD TER	CHICOPEE	MA	donation for animal care
142	6/13/2011	R11-010404	\$25.00	PATRICIA GUERTIN	441 GRANBY RD	SOUTH HADLEY	MA	donation for animal care
143	6/13/2011	R11-010405	\$25.00	LORI KEDZIOREK	90 FAIRWAY DR	LUDLOW	MA	donation for animal care
144	6/13/2011	R11-010406	\$100.00	MICHAEL RYE	55 MEADOWBROOK RD	LONGMEADOW	MA	donation for animal care
145	6/14/2011	R11-010412	\$25.00	ELIZABETH SOKOL	872 P.O. BOX	WEST SPRINGFIELD	MA	in memory of gift
146	6/14/2011	R11-010413	\$25.00	AUDREY CONSOLMAGNO	210 BLISSWOOD VILLAGE DR	LUDLOW	MA	in memory of gift
147	6/14/2011	R11-010414	\$100.00	PEOPLES BANK	330 WHITNEY AVE	HOLYOKE	MA	in memory of gift
148	6/14/2011	R11-010415	\$20.00	FRANCIS LUTWINAS	113 BRAINARD RD	ENFIELD	CT	in memory of gift
149	6/15/2011	R11-010416	\$50.00	JANIS HENDERSON	244 WOODPOND RD	GLASTONBURY	CT	donation for tornado response
150	6/18/2011	R11-010440	\$15.01	SYLVIA MANGO	287 ABBOTT ST	SPRINGFIELD	MA	adopted cat, left additional
151	6/20/2011	R11-010441	\$100.00	SHARON OBER	148 SCANTIC RD	HAMPDEN	MA	visitor left donation for animals
152	6/21/2011	R11-010442	\$50.00	DOUGLAS BRADWAY	35 CEDAR ST	SPRINGFIELD	MA	thank you for field help with cat
153	6/21/2011	R11-010443	\$25.00	JEANNE ZINN	269 STONY HILL RD	WILBRAHAM	MA	donation for animal care
154	6/21/2011	R11-010446	\$100.00	DAVID KENNEDY	13 BROOK ST	EASTHAMPTON	MA	adopted dog, left thank you
155	6/21/2011	R11-010447	\$2.00	MARION BAILEY	107 WELLINGTON ST	SPRINGFIELD	MA	licensed dog, left additional donation
156	6/23/2011	R11-010459	\$3.00	FRANCISCO RAMOS	132 GARFIELD ST	SPRINGFIELD	MA	reclaimed dog, left donation

CITY OF SPRINGFIELD - TJO ANIMAL CONTROL AND ADOPTION CENTER
FY 2011 DONATIONS
NOVEMBER 30, 2010 - JUNE 28, 2011

#	DATE	TRANSACTION #	AMOUNT	NAME	ADDRESS	CITY	ST	PURPOSE
157	6/24/2011	R11-010461	\$10.00	EILEEN COURTNEY	19 COLONIAL RD	WOBURN	MA	donation for animal care
158	6/24/2011	R11-010467	\$20.00	PATRICE MCNAUGHTON	123 POND RD	STONEHAM	MA	donation for animal care
159	6/24/2011	R11-010469	\$40.00	JOANNA HIBBARD	17 HIGGINS ST	ARLINGTON	MA	donation for animal care
160	6/24/2011	R11-010470	\$25.00	ELIZABETH PICKERING	13 PURITAN RD	DANVERS	MA	donation for animal care
161	6/24/2011	R11-010471	\$25.00	LINWOOD BEVERLY	10 BROOK LN	BERLIN	MA	donation for animal care
162	6/24/2011	R11-010472	\$50.00	MARIA METCALFE	18 HALL RD	STONEHAM	MA	donation for animal care
163	6/24/2011	R11-010473	\$5.00	JOAN DOLEVA	127 RAYMOND DR	HAMPDEN	MA	donation for animal care
164	6/24/2011	R11-010474	\$50.00	MARY ELLEN RUSSELL-OBRIEN	109 STERLING ST	SPRINGFIELD	MA	donation for animal care
165	6/25/2011	R11-010484	\$7.00	MIGDALIA HOLT	195 HICKORY ST	SPRINGFIELD	MA	adoptd dog, left additional as thank you
166	6/28/2011	R11-010492	\$2.00	ROBIN FOSTER	31 JOHN ST	CHICOPEE	MA	reclaimed dog, left additional as thank you
167	6/28/2011	R11-010503	\$25.00	HELEN ROBBINS	16 COREY CYN	AGAWAM	MA	in memory of donation
168	6/28/2011	R11-010504	\$62.00	SPRINGFIELD GOLDEN AGE CLUB	1600 E. COLUMBUS AVE	SPRINGFIELD	MA	periodic donors
TOTAL =			\$6,553.29					

Christine Balch Trust
c/o Heaphy Trust Group
P. O. Box 1529
Springfield, MA 01101-1529

Charles Schwab
PNC Bank, N.A.
Philadelphia, PA

35
310

REFERENCE	DATE	CHECK NO	AMOUNT
Gifts & Bequests	04/08/2011	1141	**15,750.00

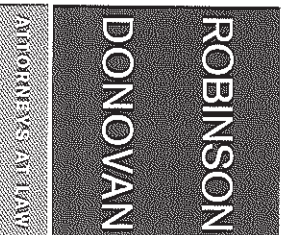
PAY FIFTEEN THOUSAND SEVEN HUNDRED FIFTY AND 00/100 ***** Dollars

TO THE ORDER OF T.J. O'Connor Animal Control & Adopt. Ctr

MEMO

⑆03⑆000053⑆ 7036930890⑆ 1141

Charles Heaphy



Michael J. Simolo, Esq.

msimolo@robinson-donovan.com

April 8, 2011

Thomas J. O'Connor Animal Control & Adoption Center
627 Cottage Street
Springfield, MA 01104-3220

RE: Estate of CHRISTINE BALCH

Dear Sir/Madam:

This letter is sent to update you on the progress of the estate of Christine Balch. Included with this letter is a check in the amount of \$15,750.00 representing a partial distribution to your organization from the Christine Balch Revocable Trust ("the Trust"), together with a release regarding the same, all as explained below.

Also enclosed with this letter is a copy of the inventory recently filed for the estate. This inventory lists all of the assets that Mrs. Balch owned in her own name at her death. It does not list the assets held in the Trust at Mrs. Balch's death. The assets currently in Mrs. Balch's estate are in the process of being transferred to the Trust for eventual distribution to the Trust beneficiaries. The current combined value of the assets in Mrs. Balch's estate and Trust, other than her tangible personal property and jewelry, is approximately \$640,800.

As you know, your organization is scheduled to receive 5.25% of the assets of the Trust, less expenses, as a result of Mrs. Balch's death. Ed Heaphy, as Trustee of the Trust, has decided to make a partial distribution of \$300,000 of the assets held in the Trust. The enclosed check represents your 5.25% share of that amount. At this time, no claims or creditor actions have been filed against the estate, and we do not anticipate that any such claims will be filed. Because it is theoretically possible that such a claim may be filed, however, and because the executor/Trustee is personally liable to the extent that funds have been distributed prior to the satisfaction of such claim, I ask that you sign and return the enclosed receipt and indemnity in the envelope provided. You should note that funds would need to be returned pursuant to the release only if (1) a claim is filed against the estate before August 5, 2011; (2) the claim is valid and upheld by a court; and (3) the amount of the claim exceeds the amount of funds retained in the Trust. Again, the likelihood of this scenario occurring is very minimal.

540405

Attachment: TJO DONATIONS (1316 : Gift Acceptance - TJO)

ROBINSON DONOVAN, P.C.

MAIN OFFICE: 1500 Main Street, Suite 1600 • Post Office Box 15609 • Springfield, MA 01115-5609 • 413-732-2301 • Fax: 413-785-4658
Northampton Office: 16 Armory Street • Northampton, MA 01060 • 413-587-9853

www.robinson-donovan.com

April 8, 2011
Page 2

The one year statute of limitations for the filing of such claims will expire on August 5, 2011, after which you will receive the remaining share of your percentage interest in the Trust, together with an accounting of both the estate and Trust assets. It is possible that another partial distribution of assets will be made before that time.

As always, should you have any questions with regard to the contents of this letter or its enclosures, please do not hesitate to give me a call. Thank you.

Sincerely,



Michael J. Simolo

MJS/bhs/enc.

Commonwealth of Massachusetts

HAMPDEN

Division

The Trial Court

Probate and Family Court Department

Docket No. HD10P1774EA

INVENTORY

To Edward T. Heaphy, Jr.of Wilbraham, in the County of Hampden~~Administrator/Administrator~~ ~~xx~~ ~~Executor/Executor~~ ~~xx~~ ~~Trustee/Trustee~~ ~~xx~~ ~~Guardian/Guardian~~ ~~xx~~ ~~Conservator/Conservator~~ ~~xx~~ ~~Receiver/Receiver~~ ~~xx~~

YOU are directed to appraise, under the penalties of perjury, the estate and effects of

Christine Balch,late of Springfield, in saidCountywhich may be in said Commonwealth, and return to the Probate Court for said County of Hampden

Thomas P. Mountjoy Jr.
 Register of Probate Court
 10/17/2010

Pursuant to the foregoing order to _____ said estate is appraised as follows:Amount of Personal Estate, as per schedule exhibited, \$ 38,446.92Amount of Real Estate, as per schedule exhibited, \$ 0.00I ~~xx~~ ~~xxx~~ ~~—~~ Edward T. Heaphy, Jr.

~~the xx Trustee xx Administrator/Administrator~~ ~~xx~~ ~~executor/executor~~ ~~xx~~ ~~guardian/guardian~~ ~~xx~~ ~~conservator/conservator~~ ~~xx~~ ~~receiver/receiver~~ ~~xx~~, of the ~~estate~~ of said deceased, certify under the penalties of perjury that the foregoing is a true and perfect inventory of all the estate of the within named that has come to — my — ~~xx~~ ~~xxx~~ — possession or knowledge, and sets forth the actual market values of the various items thereof ascertained by — me — ~~xx~~ ~~xxx~~ — to the best of — my — ~~xx~~ ~~xxx~~ — knowledge, information and belief.

3/22/11

Edward T. Heaphy, Jr., Executor

Date(s) Signature(s)

PERSONAL
SCHEDULE OF ~~REAL~~ ESTATE IN DETAIL

	Dollars	Cts.
1. Tangible personal property	17,915	00
2. Jewelry	4,971	00
3. Bank of America Checking Account x3112	9,859	26
4. Bank of America Money Market Savings Account x4470	4,679	45
5. PeoplesBank Checking Account x3359	<u>1,022</u>	<u>21</u>
<u>Total:</u>	38,446	92



City of Springfield

SUBMITTED

Meeting: 07/18/11 07:00 PM

Initiator: Melvyn Altman

Sponsors: Mayor Domenic J. Sarno

DOC ID: 1315

7

Order Authorizing Mayor to Execute Quitclaim Deed for Sale of 245 Tyler St. to HAP Revitalization, LLC. (Mayor Sarno)

WHEREAS, the City of Springfield acquired title to land, with building thereon, located in Springfield, Massachusetts known as 245 Tyler Street (Parcel ID # 11715-0083), through tax title foreclosure proceedings in Land Court; and

WHEREAS, the Tax Title Custodian determined that said property is not needed for general municipal purposes; and

WHEREAS, the Office of Procurement solicited request for proposals for the purchase and redevelopment of said property pursuant to RFP (Bid) Number 11-004; and

WHEREAS, the Mayor upon the recommendation of the City's RFP Review Committee has accepted the proposal submitted by HAP, Inc. for the demolition of the existing house at said property and the construction of a new affordable house; and

WHEREAS, title to said property must be held in the name of HAP Revitalization, LLC, a wholly owned HAP, Inc. limited liability company, in order for HAP to obtain neighborhood stabilization loan funds from the Massachusetts Housing Investment Corporation to be used for the redevelopment of said property.

NOW THEREFORE BE IT ORDERED, that the Mayor be and is hereby authorized in the name of and on behalf of the City of Springfield to execute and deliver a quitclaim deed to HAP Revitalization, LLC for the transfer of title to 245 Tyler Street for consideration of Five Thousand One and 00/100 Dollars (\$5,001.00) in substantially the same form as the draft deed attached hereto.

MASSACHUSETTS QUITCLAIM DEED BY CORPORATION (short form)

KNOW ALL PERSONS BY THESE PRESENTS that **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 **FIVE THOUSAND ONE AND 00/100 DOLLARS (\$5,001.00)**, grants to **HAP REVITALIZATION, LLC** (“Grantee”), a limited liability company organized and existing under the laws of the Commonwealth of Massachusetts, having a usual place of business at 322 Main Street, Suite 1, Springfield, Massachusetts 01105, with **QUITCLAIM COVENANTS**, the land in said Springfield, described as follows:

Land, with building thereon, known as 245 Tyler Street (Parcel ID # 11715-0083), and being the parcel described in a deed recorded June 14, 2005, in Hampden County Registry of Deeds, Book 15091, Page 353, and supposed to contain about 4533 square feet; and being the same parcel described in an Instrument of Taking dated December 12, 2006, and recorded in Hampden County Registry of Deeds, Book 16497, Page 452; and also being the same parcel foreclosed by Judgment of the Land Court entered on March 18, 2010, in Case No. 08 TL 137091, and recorded in Hampden County Registry of Deeds, Book 18245, Page 449; and being more particularly bounded and described in Exhibit “A” attached hereto and made a part hereof (hereinafter referred to as the “Property”).

The Property is sold pursuant to Chapter 30B of the Massachusetts General Laws “as is” and is conveyed subject to the following conditions, restrictions, or covenants which are to be taken and construed as running with the Property and are to be binding upon said Grantee, its successors, assigns, grantees, and lessees for a term of thirty years after the date of this deed creating them unless released by the City of Springfield:

(1) Demolition of the existing building on the Property shall be completed by the Grantee within six months from the date of recording of this Quitclaim Deed; (2) The Grantee agrees that new construction at the Property shall be undertaken to ensure it meets, in the sole discretion of the City of Springfield, Federal Housing Quality Standards; (3) New construction and any accompanying landscaping, fencing, and paving shall be completed by the Grantee within two years from the date of recording of this Quitclaim Deed; (4) The Property shall be used solely for a single-family house; (5) The Grantee cannot sell the Property until the new construction and all other required work is completed and approved by the City of Springfield Office of Housing; (6) The Grantee agrees that the Property will be sold after new construction is completed to an owner occupant who agrees to use the Property as a principal place of residence for a period not less than three years but this restriction shall terminate upon a lender’s foreclosure of its mortgage or by a deed in lieu of foreclosure should same occur and this condition shall only apply to the purchaser of the property from the Grantee and not apply to subsequent purchasers or owners of the Property; and (7) All excess trash, brush, rubbish, and debris shall be cleared from the Property by the Grantee within one month from the date of recording of this Quitclaim Deed.

This deed shall also be subject to all easements and restrictions of record, if any, lawfully existing in, upon or over said Property 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 _____, 2011, executing this instrument by authority granted by Chapter 40, Section 3 of the Massachusetts General Laws and by Order passed by its City Council on _____, 2011, and attached hereto as Exhibit "B".

CITY OF SPRINGFIELD

By _____
Domenic J. Sarno, Mayor

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, ss.

Springfield, Massachusetts

On this _____ day of _____, 2011, 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.

Melvyn W. Altman
Notary Public
My Commission Expires: December 16, 2016

EXHIBIT "A"

The land, with building thereon, known and numbered as 245 Tyler Street in Springfield, Hampden County, Massachusetts as more particularly described as follows:

Beginning on the southerly side of Tyler Street at the Northwesterly corner of land now or formerly of Dennis J. Shea and running thence

WESTERLY: on Tyler Street, forty (40) feet; thence

SOUTHERLY: at right angles with the Southerly line of Tyler Street now or formerly of Owen, about one hundred and thirteen (113) feet to land now or formerly of McPhee; thence

EASTERLY; by said land now or formerly of McPhee and land now or formerly of Phelps, forty (40) feet to said land now or formerly of Shea; thence

NORTHERLY: by said land now or formerly of said Shea about one hundred and thirteen (113) feet to the place of beginning.

Attachment: Quitclaim Deed, Re: 245 Tyler St. (1315 : 245 Tyler St.)



City of Springfield

SCHEDULED

Meeting: 07/18/11 07:00 PM

Initiator: John Burt

Sponsors: Mayor Domenic J. Sarno

DOC ID: 1318 A

9

SHINE Grant Amendment - No Match (Mayor Sarno)

WHEREAS, the Department of Elder Affairs ("Department") has been awarded a Serving the Health Information Needs of Elders (SHINE) Grant of \$56,057.03 from the Massachusetts Executive Office of Elder Affairs; and

WHEREAS, the grant funds provide health insurance and medical information, screening and application assistance to low income seniors; and

WHEREAS, the Department intends to use the grant funds to provide health insurance counseling and outreach services; 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:

SHINE - \$56,057.03



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/osc under OSD Forms.

CONTRACTOR LEGAL NAME: City of Springfield, Dept of Elder Affairs (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office of Elder Affairs MMARS Department Code: ELD	
Legal Address (W-9, W-4,T&C): 1600 East Columbus Avenue, Springfield, MA. 01103		Business Mailing Address: One Ashburton Place, 5th floor, Boston, MA. 02108	
Contract Manager: Alicia Germain		Billing Address (if different):	
E-Mail Address: AGerman@springfieldcityhall.com		Contract Manager: Neil Petrocelli	
Phone: 1-413-750-2893	Fax: 1-413-750-2694	E-Mail Address: Neil.Petrocelli@state.ma.us	E-Mail Address 2:
Contractor Vendor Code: VC8000192140		Phone: 617-222-7427	Fax: 617-727-9368
Payment Address Code: (e.g. "AD001") AD0001			
Is this Payment Address Code set up for EFT? ☒ Yes ☐ No. (If "No" the Contractor must attach EFT paperwork)		MMARS Doc ID(s): CT ELD 0364 SHINEPROGRAM2007spng RFR/Procurement or Other ID Number: ELD-RFR-2002-03	
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 Exemption or Other: (Attach authorizing language/justification, scope and budget)		CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: <u>June 30, 2011</u> . Enter Amendment Amount: <u>\$56,057.03</u> (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) ☒ Amendment to Scope or Budget (Attach updated scope and budget) ☐ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ☐ Contract Employee (Attach any updates to scope or budget) ☐ Legislative/Legal Exemption or Other: (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. ☐ Commonwealth Terms and Conditions ☒ Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. ☐ Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) ☒ Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). <u>\$753,085.65</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ☐ % PPD; Payment issued within 15 days ☐ % PPD; Payment issued within 20 days ☐ % PPD; Payment issued within 30 days ☐ % PPD. If PPD percentages are left blank, identify exemption: ☐ statutory/legal or Ready Payments (G.L. c. 29, § 23A); ☐ federal grant/trust; ☒ initial payment (subsequent payments must be scheduled to support payee cash flow needs and 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 and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation.) <u>Renewal for SFY 2012 for the SHINE Program. Funding dates back to service period beginning April 1, 2011 whereby billings for services incurred on that date forward will be honored. Funding has been added for the period covering 4/1/11 - 6/30/12.</u>			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ☐ 1. may be incurred as of the <u>Effective Date</u> (latest signature date below subject to any required approvals) and no obligations have been incurred prior to the <u>Effective Date</u> . ☐ 2. may be incurred as of <u>June 30, 2011</u> , a date LATER than the <u>Effective Date</u> below and no obligations have been incurred prior to the <u>Effective Date</u> . ☒ 3. were incurred as of <u>April 1, 2011</u> , a date PRIOR to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2012</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the 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 SIGNATORY FOR THE CONTRACTOR: X: <u>Domenic J. Sarno</u> Date: <u>6/27/11</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Domenic J. Sarno</u> Print Title: <u>Mayor</u>		AUTHORIZING SIGNATORY FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Peter Tieman</u> Print Title: <u>Chief Financial Officer</u>	

FY 2012

Amendment #18, If Applicable:

If Federal Funds, CFDA #: 93.779

PURCHASE OF SERVICE - ATTACHMENT 1: PROGRAM COVER PAGE**PROGRAM INFORMATION**

Contractor Name: City of Springfield Dept of Elder Affairs	Department Name: Executive Office of Elder Affairs
Program Type: SHINE Counseling, Outreach and Training Consortia	Document ID #: CT ELD 0364 shineprogram2007spng
Program Name: SHINE Program	UFR Program #:
Program Address: 1600 Columbus Ave	MMARS Program Code: 8036
City/State/Zip: Springfield, MA. 01103	Other Reference Information (Information Purposes Only):
Contact Person: Alicia Germain Telephone: (413) 750-2893 fax – (413) 750-2694 Email – AGermain@springfieldcityhall.com	Contact Person: Cynthia Phillips, SHINE Director Neil Petrocelli, Contracts Manager Telephone: (617) 727-7750
RFR INFORMATION: ☐ Attached ☒ RFR Reference # <u>RFR-2002-03</u> ☐ legislative exemption ☐ emergency ☐ collective purchase ☐ interim ☐ amendment	
SCOPE OF SERVICES: ☐ Bidders Response Attached ☐ Description of Services Attached	
TOTAL ANTICIPATED CONTRACT DURATION: <u>4/1/02</u> to <u>6/30/12</u>	
INITIAL DURATION: <u>4/1/02</u> to <u>3/31/04</u>	
OPTIONS TO RENEW: <u>zero options to renew</u>	

FISCAL TERMS

	FUNDING SUMMARY					
	Prior Years		Current Year		Future Years	
	FY	Amount	FY	Amount	FY	Amount
PRICE IS ESTABLISHED THROUGH: (CHECK 1,2, OR 3)	2002	697,028.62	7/11	56,057.03		
OPTION 1: PRICE AGREEMENT (list price) \$ _____ rate regulation (if any) <u>651 CMR</u>	-6/11		-6/12			
☐ OPTION 2: SUMMARY BUDGET (T lines only) ☐ unit rate ☐ cost reimbursement ☐ other _____						
☒ OPTION 3: COMPLETE BUDGET ☒ cost reimbursement ☐ unit rate ☐ other _____						
	Total: \$697,028.62		Total: \$56,057.03		Total: 0.00	
	Multi-Year Total: \$753,085.65					

CURRENTMAX OBLIGATION: \$56,057.03 UNIT RATE: \$ _____ # BILLABLE UNITS: _____**ADDITIONAL PAYMENT OR PRICE SPECIFICATIONS:**

Reimbursement will be made via Payment Voucher with the Executive Office of Elder Affairs Standard Invoice. Payment Vouchers are due at Elder Affairs on a monthly basis on the 10th day of the month following the monthly service delivery period. It is incumbent upon the contractor to maintain all records, time sheets, documentation, ect. that supports the cost for which reimbursement is requested (including sub-contractors.)

BRIEF DESCRIPTION OF PERFORMANCE:



FY 2012 Contractor Name: City of Springfield Dept of Elder Affairs Amendment #18
If Federal Funds, CFDA: 93.779

PURCHASE OF SERVICE
ATTACHMENT 4: RATE CALCULATION/MAXIMUM OBLIGATION CALCULATION PAGE

Program Name: SHINE PROGRAM	Document ID#: CT ELD 0364 SHINEPROGRAM2007spng	MMARS Code: 8036	Program Type Counseling Outreach and Training Consortia	UFR Prog. # ELD-RFR-2002-03
---------------------------------------	--	---------------------	---	--------------------------------

AMENDMENT #18 IF APPLICABLE:

UNIT RATE CALCULATION

1. Program Total Costs \$
- 2a. Program Offsets:
- | Source | Amount |
|--------|--------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
- 2b. Offsets for Non-Reimbursable Costs: _____
- Note: Total non-reimbursable costs listed in line 2b must be detailed on Attachment 5.
2. Subtotal Offsets (Line 2a + Line 2b) (\$ _____)
3. Net Adjusted Program Costs (LINE 1 minus LINE 2) \$ _____
4. Total Program Capacity (# of units) _____ (Type of unit)
5. Share of Total Capacity Purchased by Contract (# of units) % (% of line 4)
6. Negotiated Utilization Factor, if any _____ %
7. Adjusted Capacity Used to Establish Price (LINE 4 x LINE 6) (# of units)
8. Unit Rate (LINE 3 DIVIDED BY LINE 7)
9. Maximum # of Billable Units (LINE 5 x LINE 6)

OTHER PRICE CALCULATION METHOD

10. Enter relevant information: _____

MAXIMUM OBLIGATION CALCULATION

11. for Unit Rate: Line 8 X Line 9
For Other Price Calculation Method, Enter Obligation from Line 10
For Cost Reimbursement: Enter Reimbursable Cost Total from Program Budget 4/10 - 6/12 \$ 56,057.03
12. Invoice Offset
- | SOURCE | AMOUNT |
|--------|--------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
12. Subtotal: \$ 0.00
13. Maximum Obligation for the Program (LINE 11 minus LINE 12) \$ 56,057.03
14. Capital Budget (from Capital Budget Form), if applicable \$ 0.00
15. Total Maximum Obligation for Program (LINE 13 + LINE 14) \$ 56,057.03

FOR INFORMATION ONLY: Other Revenue Sources (Only if % in LINE 5 is less than 100%)

SOURCE	AMOUNT
_____	_____
_____	_____



FY2012

Contractor Name: City of Springfield Dept of Elder AffairsIf Federal Funds, CFDA #: 93.077

PURCHASE OF SERVICE - ATTACHMENT 3: FISCAL YEAR PROGRAM BUDGET

Program Name:
SHINE PROGRAMDocument ID#:
CT ELD 0364shineprogram2007spngMMARS Code:
8002Program Type
Counseling Outreach and
Training Consortia

UFR Prog. #

	Program Component	Current		Amend. Change		New		COST REIMBURSEMENT ONLY		
		FTE	Amount	FTE	Amount	FTE	Amount	**Offset	Source	Reimbursable Cost
UFR Title #	Direct Care/Program Support Staff/Overtime/Shift Differential & Relief (Titles 101-141)									
	Program Director	1.0	26,705							
	Program Assistant	.26	6,074							
	SUBTOTAL STAFF		32,779							
150	Payroll Taxes									
151	Fringe Benefits		11,500							
T	Total Direct Care/Program Staff		44,279.03							
Title	Occupancy									
301	Program Facilities									
390	Fac. Oper/Main/Furn									
T	Total Occupancy		0							
UFR Title	Other Direct Care/Program Support									
201	Direct Care Consultant									
202	Temporary Help									
203	Clients/Caregivers. Reimb/Stipends									
206	Subcontract Dir.Care									
204	Staff Training		250.00							
205	Staff Mileage/Travel		500.00							
207	Meals									
208	Contracted Client Trans.									
208	Vehicle Expenses									
208	Vehicle Depreciation									
209	Incid. Health/Med Care									
211	Client Per. Allowances									
212	Prov. of Material Good									
214	Direct Client Wages									
214	Other Commercial Prod. & Svs.									
215	Program Supplies/Mat		2000.00							
T	Total Other Direct Care/Program		2750.00							
Title	Direct Admin Expenses									
216	Program Support		5000.00							
410 & 390	Other Direct Administrative Expenses		3000.00							
T	Total Direct Administrative Exp.		8000.00							
T	SUBTOTAL PROGRAM COSTS									
410 T	Agency Admin. Support Allocation	%	\$ 1028							
T	Commercial Earn. Factor, if applicable	%	\$							
T	PROGRAM TOTAL		\$56,057.03							

** A. \$ Subtotal of offsets which are for non-reimbursable costs.

** Non-reimbursable costs must be shown in detail on Attachment 5 when the program is subject to the provisions of Federal OMB Circular A-122 and/or 808 CMR 1.00. *** Contractor's Board approved capitalization level relative to any negotiated expense costs in lines 208, 215, 390 or 410 is \$



ATTACHMENT # 1
Requirements for SHINE Program: Scope of Services

The SHINE Program will provide funds to the City of Springfield Dept of Elder Affairs.

The City of Springfield Dept of Elder Affairs is required to provide the following services with **MIPPA funding**:

- Provide information, screening and application assistance regarding Low Income subsidy (LIS), Medicare Savings Plans (MSP), Medicare Part D enrollment and State Pharmaceutical Assistance Program (Prescription Advantage) to all Medicare beneficiaries who may qualify
- Provide information about LIS, MSP, Medicare Part D and PA in all outreach events
- Outreach to low-income populations as identified by LIS zip code as being in high need
- Coordinate training and outreach events with area partners such as local Councils on Aging, area health care facilities and the regional ADRC, and partners which represent underserved populations
- Document each client contact and outreach activity on the National Performance Reporting (NPR) Client Contact Form and the Public and Media activity forms
- Submit all required forms to the SHINE Program Manager for data entry at the end of each quarter.
- Regional specific measures maybe recommended by the SHINE director for utilization of Mippa funds

The City of Springfield Dept of Elder Affairs using **SHINE funding** is also required under this scope of services to:

- Establish, coordinate and initiate One-to-one personalized health insurance counseling, prescription drug plan cost analysis and comparison, and application assistance
- Perform Outreach services to underserved populations such as the mentally disabled dual eligible under 65, rural Medicare beneficiaries, caregivers, ethnic and groups with other than English as their primary language
- Funding must be set aside to allow the Regional Director or designee to attend the SHIP conference in June 2012.
- Funding must be set aside to allow the Regional Director or designee to attend the Train the Trainer conference in August/September 2011
- Up to \$25 per SHINE counselor will be reserved for volunteer recognition whether it is holiday party, gift card or other event as determined by the Regional Director in 2011 and in 2012.
- The Agency may retain overhead costs at their respective agency audited rate but not to exceed 20% of the amount awarded for said costs listed under this category. A copy of the audited financial statements which indicates the agency overhead rate is to be furnished to the SHINE director no later than 30 days after the audited financials have been filed with the Office of the State Comptroller.
- The SHINE director reserves the right to deny any funding requests that are considered exorbitant or unrelated to the SHINE program directly in relation to the respective budget submitted by such agency.



City of Springfield

SCHEDULED

Meeting: 07/18/11 07:00 PM

Initiator: John Burt

Sponsors: Mayor Domenic J. Sarno

DOC ID: 1319

10

Pioneer Valley Area Health Education Center HCOP - No Match Required (Mayor Sarno)

WHEREAS, the Department of Health and Human Services ("Department") has been awarded an Area Health Education Center grant of \$25,000.00 from the Pioneer Valley Area Health Education Center (PVAHEC); and

WHEREAS, the grant funds will expand disadvantaged students opportunities to enter health care fields; and

WHEREAS, the Department intends to use the grant funds to provide an academic summer enrichment program focussing on preparation for careers in oral and public health; 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:

PVAHEC - HCOP - \$25,000.00

Purchase Order



UMass System - Procurement Office
333 South Street, Suite 450
Shrewsbury MA 01545-4169
United States

Vendor: 0000002283
CITY OF SPRINGFIELD
PIONEER VALLEY AHEC
95 STATE STREET/2ND FLOOR
SPRINGFIELD MA 01103

Dispatch via Print

Purchase Order	Date	Revision	Page
0007204233	06/09/2011		1
Payment Terms	Freight Terms	Ship Via	
Net 30	FOB Destination	Best Way	
Contact:	Phone	Currency	
PIKE, JON	413/577-1307	USD	

Ship To: Attn: UMDI - Org Devlpmt & Training
100 Venture Way (Inactive)
Suite 9
Hadley MA 01035
Building: DI HADLEY SUITE 9
Floor:

Bill To: Same as Ship to Address

Tax Exempt? Y Tax Exempt ID: 043187352

Line-Sch	Description	Quantity UOM	PO Price	Extended Amt	Due Date
1- 1	PV-AHEC WILL EXPAND STUDENT OPPORTUNITIES TO ENTER ALLIED HEALTH CAREERS IN YEAR 3 OF PV-HCOP PER THE ATTACHED CONTRACT FOR SERVICES 3/15/11 - 8/31/11	1.00EA	25,000.000	25,000.00	
Item Total				25,000.00	
Total PO Amount				25,000.00	

Attachment: UMass25000Signed (1319 : PVAHEC - HCOP - No Match Required)

All shipments and invoices must be identified with our PO number.
Overshipments will not be accepted unless authorized prior to shipment.

Authorized Signature

Signature not required on this order. It has been electronically approved.

SEE REVERSE SIDE OR FAX COVER SHEET FOR
UNIVERSITY TERMS AND CONDITIONS

**UNIVERSITY OF MASSACHUSETTS
CONTRACT FOR SERVICES
TERMS AND CONDITIONS**

(P.O. No.) _____
(Bid No.) _____

This agreement is made, entered into, and effective on Mar 15, 2011 by and between the University of Massachusetts, President's Office (Campus), (hereinafter called "University"), an agency of the Commonwealth of Massachusetts and City of Springfield, DHHS - Pioneer Valley Area Health Education Center, 95 State Street, Springfield, MA 01103,
(Contractor's legal name and address)
(hereinafter called the "Contractor" and collectively the "Parties").

This agreement (the "Contract") is comprised of the following documents, listed in the order of precedence: (1) this **Contract for Services Terms and Conditions**; (2) any **Contract Amendments**, as identified in Section 2, below; and (3) any attached **Scope of Services** as identified in Section 1, below, including any addenda thereto. The Contract for Services Terms and Conditions and any agreed upon changes thereto included in any Contract Amendments shall take precedence over any additional or conflicting terms and conditions as may be included in any other document attached hereto.

1. Scope of Services. The Contractor agrees to perform the following services:

Enhance the opportunities for disadvantaged students to enter health care fields as described in Attachment "A" consisting of three pages attached hereto and made a part hereof.

or if applicable, those services described in the Attachment[s] attached hereto. Any Attachment attached hereto is made a part of this Contract and must be specifically labeled (e.g. "Attachment A, Scope of Services, consisting of 'n' pages"). Only the Scope of Services specifically referenced in this Contract and signed by the Parties' authorized representatives shall apply.

2. Contract Amendments. The following amendments to the Contract have been executed by duly authorized representatives of the Parties and are attached hereto and incorporated herein:

_____. All amendments attached hereto must be specifically labeled (e.g. "Attachment B, Amendment No. 1, consisting of 'n' pages").

3. Dates of Performance: From: Mar 15, 2011 To: Aug 31, 2011.
(Start Date) (Completion Date)

4. Responsible University Official: The University Official exercising managerial and budgetary control for this Contract shall be:
Christline Gatti, Director, Organizational Development and Training
(Name and Title)

5. Payment:

A. The University shall compensate the Contractor for the services rendered at the rate of \$25,000.00 per
See Attachment "A" (e.g., hour, week, semester, project, etc.).

B. In no event shall the Contractor be reimbursed for time other than that actually spent providing the described service(s).

C. Payment will be made upon submittal and approval of the Contractor's Invoice(s) that is (are) received Monthly _____,
Quarterly _____, Other ☒ (specify) See Attachment "A"

D. Reimbursement for Travel and Other Contractor Expenses:

☒ All travel and meals are part of this Contract. No reimbursement will be made.

_____. Contractor will be reimbursed for pre-approved travel in an amount not to exceed \$ _____.
Copies of receipts must be submitted. Any expense claimed by the Contractor for which there is no supporting documentation shall be disallowed.

_____. Contractor will be reimbursed for OTHER expenses in an amount not to exceed \$ _____.
OTHER Expenses shall be limited to: _____.
Copies of receipts must be submitted. Any expense claimed by the Contractor for which there is no supporting documentation shall be disallowed.

E. The total of all payments made against this Contract shall not exceed \$ 25,000.00.

F. The University's payment terms are net thirty (30) days from the date of receipt of Contractor's invoice, with late penalty interest assessable at rates established by the Commonwealth after 45 days in accordance with Mass. Gen. Laws ch 29 § 29C and with Commonwealth regulation 815 C.M.R. 4.00.

6. **Certification.** Contractor certifies under the pains and penalties of perjury that pursuant to Mass. Gen. Laws ch.62C, §49A, that the Contractor has filed all state tax returns, paid all taxes and complied with all applicable laws relating to taxes; and that pursuant to Mass. Gen. Laws ch.151A, §19A(b), has complied with all laws of the Commonwealth relating to contributions and payment in lieu of contributions to the Employment Security System; and, if applicable, with all laws of the Commonwealth relating to Worker's Compensation, Mass. Gen. Laws ch. 149, § 148. Pursuant to federal law, Contractor shall verify the immigration status of all workers assigned to the contract without engaging in unlawful discrimination; and Contractor shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker.
7. **Conflict of Interest.** Contractor acknowledges that it may be subject to the Massachusetts Conflict of Interest statute, Mass. Gen. Laws ch. 268A, and to that extent, Contractor agrees to comply with all requirements of the statute in the performance of this Contract.
8. **Compliance With Laws.** Contractor agrees to comply with all applicable local, state, and federal laws, regulations and ordinances in the performance of its obligations under this Contract.
9. **Independent Contractor Status.** The Contractor is an independent contractor and not an employee or agent of the University. No act or direction of the University shall be deemed to create an employer/employee or joint employer relationship. The University shall not be obligated under any contract, subcontract, or other commitment made by the Contractor.
10. **Contractor's Qualifications and Performance.** In accordance with the terms and conditions of this Contract, the Contractor represents that it is qualified to perform the services set forth herein and has obtained all requisite licenses and permits to perform the services. In addition, the Contractor agrees that the services provided hereunder shall conform to the professional standards of care and practice customarily expected of firms engaged in performing comparable work; that the personnel furnishing said services shall be qualified and competent to perform adequately the services assigned to them; and that the recommendations, guidance, and performance of such personnel shall reflect such standards of professional knowledge and judgment.

11. Termination:

- A. **Without Cause.** This Contract may be terminated without cause by either party by giving written notice to the other at least thirty (30) calendar days prior to the effective date of termination stated in the notice.
- B. **With Cause.** If Contractor breaches any material term or condition stated herein or fails to perform or fulfill any material obligation required by this Contract, the University may terminate this Contract by giving written notice to the Contractor stating the circumstances of the breach at least seven (7) calendar days before the effective date of termination stated in the notice. Notwithstanding the foregoing, the notice of termination provided by the University may state a period during which the alleged breach may be cured by the Contractor, which cure shall be subject to approval by the University. In the event of a breach by Contractor, Contractor may be subject to any and all applicable contract rights and remedies available to the University. Applicable statutory or regulatory penalties may also be imposed.

12. Obligations in Event of Termination:

- A. Upon termination of this Contract, all finished or unfinished documents, data, studies, and reports prepared by the Contractor pursuant to this Contract, shall become the property of the University.
- B. Upon termination of this Contract without cause, the University shall promptly pay the Contractor for all services performed to the effective date of termination, subject to offset of sums due the Contractor against sums owed by the Contractor to the University, and provided Contractor is not in default of this Contract and Contractor submits to the University a properly completed invoice, with supporting documentation covering such services, no later than thirty (30) calendar days after the effective date of termination.

13. **Recordkeeping, Audit, and Inspection of Records.** The Contractor shall maintain books, records and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of six (6) years or for such longer period as is specified

herein. All retention periods start on the first day after final payment under this Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. The Governor, the Secretary of Administration and Finance, the State Comptroller, the State Auditor, the Attorney General, the Federal grantor agency (if any), the University, or any of their duly authorized representatives or designees shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records, and other compilations of data of the Contractor which pertain to the provisions and requirements of this Contract. Such access shall include on-site audits, review, and copying of records.

14. **Political Activity Prohibited.** The Contractor may not use any Contract funds and none of the services to be provided by the Contractor may be used for any partisan political activity or to further the election or defeat of any candidate for public office.
15. **Title, Ownership.** Unless provided otherwise by law or the University, title and possession of all data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for with University funds shall vest with the University at the termination of the Contract. If the Contractor, or any of its subcontractors, publishes a work dealing with any aspect of performance under the Contract, or of the results and accomplishments attained in such performance, the University shall have a royalty-free non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the publication.
16. **Confidentiality/Privacy.** The Contractor shall comply with all applicable state and federal laws and regulations relating to confidentiality and privacy. In addition, in the performance of this Contract, the Contractor may acquire or have access to "personal data" and become a "holder" of such personal data (as defined in Mass. Gen. Laws ch. 66A) or personal information (as defined in Mass. Gen. Laws ch. 93H). Personal data and personal information shall be deemed to be "Personal Information." Contractor shall implement feasible safeguards to restrict access and ensure the security, confidentiality and integrity of all Personal Information owned, controlled, stored, or maintained by University and provided to or accessed by Contractor in the performance of services irrespective of the medium in which it is held. The Contractor agrees that it shall inform each of its employees, servants or agents, having involvement with Personal Information of the laws and regulations relating to confidentiality and privacy.
17. **Assignment and Delegation.** The Contractor shall not assign or in any way transfer any interest in this Contract without the prior written consent of the University, nor shall the Contractor subcontract any service without the prior written approval of the University. Any purported assignment of rights or delegation of performance in violation of this Section is VOID.
18. **Nondiscrimination in Employment.** The Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap, or sexual orientation or a person who is a member of, applies to perform, or has an obligation to perform service in a uniformed military service of the United States, including the National Guard on the basis of that membership, application or obligation. The Contractor agrees to comply with all applicable Federal and State employment statutes, rules and regulations.
19. **Severability.** If any provision of this Contract is declared or found to be illegal, unenforceable, or void, then both Parties shall be relieved of all obligations under that provision. The remainder of the Contract shall be enforced to the fullest extent permitted by law.
20. **Choice of Law.** This Contract is entered into in the Commonwealth of Massachusetts, and the laws of the Commonwealth, without giving effect to its conflicts of law principles, govern all matters arising out of or relating to this Contract and all of the transactions it contemplates, including, without limitation, its validity, interpretation, construction, performance and enforcement.
21. **Forum Selection.** The Parties agree to bring any action arising out of or relating to this Contract or the relationship between the Parties in the state courts of the Commonwealth of Massachusetts which shall have exclusive jurisdiction thereof. The Contractor expressly consents to the jurisdiction of the state courts of the Commonwealth of Massachusetts in any action brought by the Commonwealth or the University arising out of or relating to this Contract or the relationship between the Parties, waiving any claim or defense that such forum is not convenient or proper. This paragraph shall not be construed to limit any other legal rights of the Parties.
22. **Force Majeure.** Neither party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of nature or of a public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

23. **Indemnification of University.** The Contractor shall defend, indemnify, and hold harmless the Commonwealth, the University, its Trustees, Officers, servants, and employees from and against any and all claims, liability, losses, third party claims, damages, costs, or expenses (including attorneys' and experts' fees) arising out of or resulting from the performance of the services performed by the Contractor, its agents, servants, employees, or subcontractors under this Contract, provided that any such claims, liability, losses, third party claims, damages, costs, or expenses are attributable to bodily injury, personal injury, pecuniary injury, damage to real or tangible personal property, resulting therefrom and caused in whole or in part by any intentional or negligent acts or omissions of the Contractor, its employees, servants, agents, or subcontractors. The foregoing express obligation of indemnification shall not be construed to negate or abridge any other obligation of indemnification running to the Commonwealth and/or the University that would otherwise exist. The University shall give the Contractor prompt and timely notice of any claims, threatened or made, or any law suit instituted against it which could result in a claim for indemnification hereunder. The extent of this Contract of indemnification shall not be limited by any obligation or any term or condition of any insurance policy. The obligations set forth above shall survive the expiration or termination of this Contract.
24. **Risk of Loss.** The Contractor shall bear the risk of loss of any Contractor materials used for a Contract and for all deliverables and work in process.
25. **Tax Exempt Status.** The University is exempt from federal excise, state, and local taxes; therefore, sales to the University are exempt from Massachusetts sales and use taxes. If the University should become subject to any such taxes during the term of this Contract, the University shall reimburse the Contractor for any cost or expense incurred. Any other taxes imposed on the Contractor on account of this Contract shall be borne solely by the Contractor.
26. **Waivers.** All conditions, covenants, duties and obligations contained in this Contract can be waived only by written agreement. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party.
27. **Amendments.** This Contract may be amended only by written agreement of the Parties, executed by the Parties' authorized representatives and in compliance with all other regulations and requirements of law.
28. **Entire Agreement.** The Parties understand and agree that this Contract and its attachments or amendments (if any) constitute the entire understanding between the Parties and supersede all other verbal and written agreements and negotiations by the Parties relating to the services under this Contract.
29. **Notice.** Unless otherwise specified, any notice hereunder shall be in writing addressed to the persons and addresses indicated below (Name, postal address, phone, email address):

To the University:

Christine Gatti

UMass Donahue Institute, 100 Venture Way, Suite 9, Hadley, MA 01035

To the Contractor:

Helen R. Caulton-Harris

Dept. of Health and Human Services, PV-AHEC, 95 State Street, Suite 222, Springfield, MA 01103

Attachment: UMASS25000SIGNED (1319 : PVAHEC - HCOP - No Match Required)

Employees of the University shall not be held personally or contractually liable by or to the Contractor under any term or provision of this Contract or because of any breach thereof. This Contract is not binding until signed by an authorized University official.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their respective duly authorized officers as of the date first above written.

UNIVERSITY OF MASSACHUSETTS
President's Office (Campus)

Sig: Christine R. Gatti
Name: Christine Gatti
Title: Director, UMDI ODT
(Authorized University Official)

Sig: J. Lynn Griesemer
Name: J. Lynn Griesemer
Title: Executive Director, UMDI

Sig: _____
Name: _____
Title: _____

CONTRACTOR
City of Springfield (Name)

Sig: Heen R. Cadilton-Harris
Name: Heen R. Cadilton-Harris
Title: Director, DHHS-PV-AHEC

Sig: Domenic Sarno
Name: Domenic Sarno
Title: City of Springfield, Mayor

Attachment: UMASS25000SIGNED (1319 : PVAHEC - HCOP - No Match Required)

Scope of Services
Attachment "A"
Page Two of Three Pages
Pioneer Valley Area Health Education Center
Contract Period: March 15, 2011 – August 31, 2011

AHEC agrees to the following tasks and terms as assigned under the contract for services and scope of services.

I. Services

1. Provide an academic summer enrichment program focusing on preparation for careers in oral and public health;
2. Coordinate financial aid activities with HCOP partner institutions of higher education;
3. Disseminate brochures, applications and other HCOP materials to participating students in the AHEC program;
4. Provide summer program instructors to teach and implement an academically enriched curriculum;
5. Coordinate field trips for students in the summer program to college campuses, medical sites or other health-related facilities;
6. Coordinate health career speaker presentations for students in the summer program;
7. Collaborate on activities with College Teacher Advocates from partner sites such as Springfield Technical Community College, Springfield College and the University of Massachusetts Amherst;
8. Provide instruction to develop competitive life/professional skills workshops on the college application process and scholarship research;
9. Conduct workshops to enhance study skills.

II. Summer Program Development and Implementation

1. Hire and supervise instructors to develop new and revise existing curriculum for a structured 6-week academic summer program, 3 days per week at 6 hours per day, for 20 high school students from Springfield = \$5,280
2. Hire and supervise instructors to teach a structured 6-week academic summer program, 3 days per week at 6 hours per day, for 20 high school students from Springfield, and, assist in the assessment of these students including collection of evaluative data on the student's progress and the program's effectiveness = \$2,760
3. Hire and supervise a summer internship to assist in delivery of a structured 6-week academic summer program = \$4,080
4. Purchase or develop course materials and program office supplies = \$3,748

Scope of Services
Attachment "A"
Page Three of Three Pages
Pioneer Valley Area Health Education Center
Contract Period: March 15, 2011 – August 31, 2011

II. Summer Program Development and Implementation (continued)

5. Provide sustenance, local transportation, and travel support for field trips for students participating in the summer program = \$7,280
6. Administrative cost: City of Springfield (8%) = 1,852

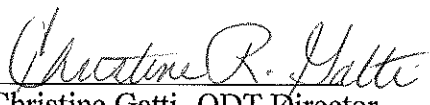
III. Contract Award and Payment Schedule

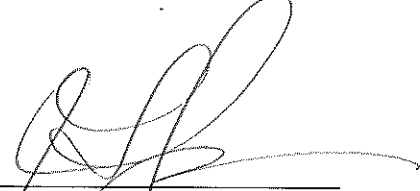
This contract is cost reimbursable with a total award of \$25,000. Upon receipt and approval by the University of bi-monthly invoices, payments will be made to AHEC throughout the contract period. Payments will be contingent upon successful implementation of contract activities as outlined in the Scope of Services and/or other activities mutually agreed upon by both parties.

AHEC agrees to submit progress reports as requested, and a final report within 30 days of the end of the contract period, which will include progress detailing the organization's completion of the activities specified in the scope of services and/or other activities mutually agreed upon by both parties.

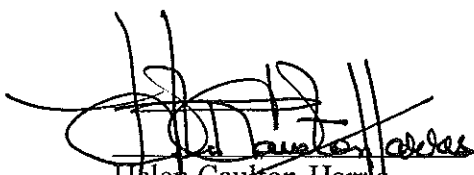
Signature:

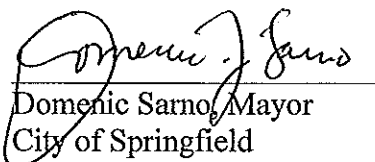
University of Massachusetts
President's Office (Campus)


 Christine Gatti, ODT Director
 UMass Donahue Institute


 J. Lynn Griesemer
 Executive Director
 UMass Donahue Institute

City of Springfield - AHEC


 Helen Caulton-Harris
 Commissioner City of
 Springfield, Dept. Health
 and Human Services


 Domenic Sarno, Mayor
 City of Springfield

Attachment: UMSS25000SIGNED (1319 : PVAHEC - HCOP - No Match Required)



City of Springfield

SCHEDULED

Meeting: 07/18/11 07:00 PM

Initiator: John Burt

Sponsors: Mayor Domenic J. Sarno

DOC ID: 1320

11

An Order Authorizing the Expenditure Of Adult and Community Learning Services Grant Funds - No Match Required (Mayor Sarno)

WHEREAS, the Library Department ("Department") has been awarded a Regional Employment Board of Hampden County, Inc / ABE Grant of \$31,355.00 from the Regional Adult and Community Learning Services at the Massachusetts Department of Elementary and Secondary Education; and

WHEREAS, the purpose of the grant funds is to support the Department of Elementary and Secondary Education's Adult and Community Learning Services program to establish free access for the under-educated and limited English proficient adults; and

WHEREAS, the Department intends to use the funds to fund teachers' salaries, textbooks, and instructional technology including software; and

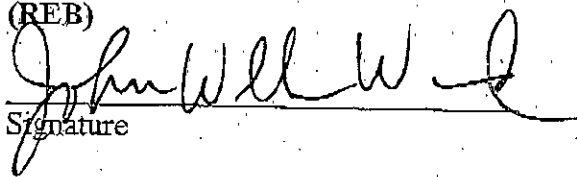
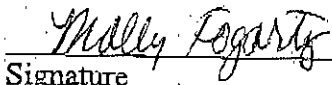
WHEREAS, the Department has accepted the grant and requests authorization from the City Council and the Mayor to expend the grant funds listed below for the purposes of such grants; and

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:

Regional Employment Board ABE Grant - \$31,335.00

**REGIONAL EMPLOYMENT BOARD OF HAMPDEN COUNTY, INC.
CONTRACT AWARD FACE SHEET**

Contracting Agency: Regional Employment Board of Hampden County, Inc. 1441 Main Street, Suite 111 Springfield, MA 01103 EIN 22-2489696	Contractor: Springfield Library (Read/Write/Now) 220 State Street Springfield, MA 01103 EIN 04-6001415
REB Contact Person: Name: George Ryan Title: Program Manager Phone: (413) 755-1319 Email: gryan@rebhc.org	Primary Contractor Contact Person: Name: Janet Kelly Title: Director Phone: (413) 263-6839 Email: jkelly@springfieldlibrary.org
Period of Performance: July 1, 2011 - June 30, 2012	Funding Source: (identify if state or federal) Massachusetts Department of Elementary and Secondary Education
Initial Contract: \$31,355 ☐ Amendment #1 _____ ☐ Amendment #2 _____	
The Contracting Agency and the Contractor have entered into this agreement as of the 1 st day of July, 2011 , and do hereby recognize and agree to the provisions and stipulations contained and made hereof in the following pages and attachments.	
Contracting Authority (REB)  Signature <u>John William Ward, President and C.E.O.</u> Title <u>5/23/2011</u> Date	Contractor Authority (Springfield Library Commission)  Signature <u>Molly Fogarty, Library Director</u> Title <u>5/23/2011</u> Date
Notes: Fund # 2866	

Attachment: REB - ABE Grant (1320 : REB - ABE Grant - No Match Required)



City of Springfield

SCHEDULED

Meeting: 07/18/11 07:00 PM

Initiator: John Burt

Sponsors: Mayor Domenic J. Sarno

DOC ID: 1321

12

An Order Authorizing the Acceptance of a Gift from the Springfield Library Foundation (Mayor Sarno)

WHEREAS, the Library Department ("Department") has been awarded a gift of \$134,413.00 from the Springfield Library Foundation, Inc; and

WHEREAS, the gift is provided to assist with the operating expenses of the Mason Square Library Branch; and

WHEREAS, the Department intends to use the gift funds towards the operating expenses of the Mason Square Library Branch in Fiscal Year 2012; and

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

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

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

Mason Square Library Branch - \$134,413.00

**SPRINGFIELD LIBRARY FOUNDATION, INC.
220 STATE STREET
SPRINGFIELD, MA 01103**

July 11, 2011

Lee Erdmann, Chief Administrative and Financial Officer
City of Springfield Law Department
36 Court Street, Room 210
Springfield, MA 01103

In re: Agreement between the City and the Springfield Library Foundation dated August 2009, in particular the section entitled **OPERATING ASSISTANCE AND CAPITAL IMPROVEMENTS**, number 8: "The foundation agrees that its President and Treasurer have the authority for three years after the recording of the Order of Taking to work with the Mayor of the City or his designee to provide operational and capital improvement funding to the City for the Mason Square Library within the following parameters...

Dear Mr. Erdmann:

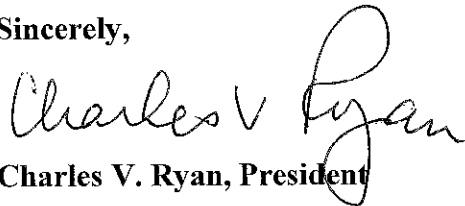
As those parameters provide, I have met with Timothy J. Plante, the City's Finance Director and have discussed with him the terms of Section 8 A "The annual operational funding subsidy shall be in the amount of money necessary to equal the difference between the City's current funding (FY '09) and the amount of money necessary to operate a full service Mason Square branch library with operating hours equal to those of the other branch libraries in the City..." .

The members of the Foundation are pleased to be acting in conformance to the wishes of Annie Curran, whose generosity has resulted in the abundance of financial support which she donated so many years ago for this purpose.

The Foundation shall render quarterly payments on the 30th of July, October, January and April of FY'12. The first Quarter payment shall be in the amount of \$33,603. The subsequent payments shall be adjusted downward by any revisions in the current projections of expenses.

The total amount of FY'12 expenses for a full service library for Mason Square projected to be \$285,686. The City's portion of the FY'12 budget for the Mason Square Library Branch is \$151,272. The Library Director has suggested that the Springfield Library Foundation pay the remainder of \$134,413. The Foundation agrees to pay \$134,413 in support of the FY'12 Mason Square operating expenses.

Sincerely,



Charles V. Ryan, President

Attachment: ms lib letter (1321 : MSLIB Gift Acceptance)



City of Springfield

SCHEDULED

Meeting: 07/18/11 07:00 PM
Initiator: Cheryn Wojcik
Sponsors: Mayor Domenic J. Sarno
DOC ID: 1322

13

Pioneer Valley Area Health Education Center HCOP Oral / Dental Health - No Match Required (Mayor Sarno)

WHEREAS, the Department of Health and Human Services ("Department") has been awarded an Area Health Education Center grant of \$32,038.00 from the Pioneer Valley Area Health Education Center (PVAHEC); and

WHEREAS, the grant funds will expand disadvantaged students opportunities to enter health care fields; and

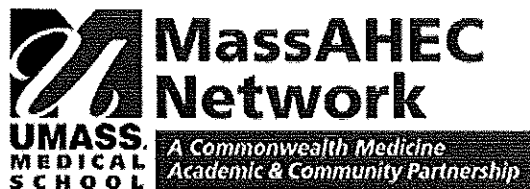
WHEREAS, the Department intends to use the grant funds to provide an academic summer enrichment program introducing participants to oral / dental health careers; and

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:

PVAHEC - HCOP Oral / Dental Health - \$32,038.00



Mass AHEC Network
 University of Massachusetts Medical School
 333 South Street
 Shrewsbury, MA 01545-2732
 508 856 4305 (office) 508 856 6128 (fax)

July 7, 2011

Helen R. Caulton-Harris, Executive Director
 Pioneer Valley AHEC
 Department of Health and Human Services
 City of Springfield
 95 State Street, 2nd floor
 Springfield, MA 01103

Dear Ms. Caulton-Harris:

Enclosed are three (3) copies of the subaward between the University of Massachusetts/Worcester and the Department of Health and Human Services, City of Springfield for Pioneer Valley AHEC in the amount of \$32,038 for the period May 1, 2011 to August 31, 2011.

If this subaward is acceptable to you, please sign all three (3) copies and forward onto Mayor Domenic Sarno for his signature (in blue ink).

Please note that Attachment six (6) needs to be completed, signed and returned to me with the subaward.

Once completed, please return to me for processing. Once fully executed, a copy will be returned for your records.

Thank you,
 Sincerely,

Joanne Dombrowski
 Project Coordinator

Encl. (3)

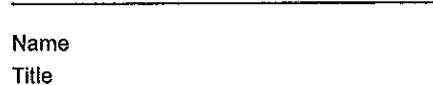
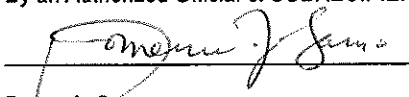
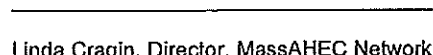
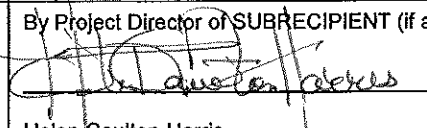
Attachment: subcontractawardahhec072011 (1322 : PVAHEC - HCOP Oral Health - No Match Required)

Subaward Agreement

Institution/Organization ("Prime Recipient") Name: University of Massachusetts, Worcester		Institution/Organization ("Subrecipient") Name: Springfield Department of Health and Human Services, Pioneer Valley AHEC	
Prime Award No.: 7 D18HP21654-01-00		CFDA No.: 93.822	Subaward No.: 6130955
Awarding Agency: DHHS/HRSA		Amount Funded This Action: \$ 32,038	
Subaward Period of Performance Budget Period: From: 05/01/2011 To: 08/31/2011			
Project Title: Health Careers Opportunity Program			

Terms and Conditions

- 1) Prime Recipient hereby awards a cost reimbursable Subaward, as described above, to Subrecipient. The statement of work and budget for this Subaward is as shown in Attachment 5. In its performance of Subaward work, Subrecipient shall be an independent entity and not an employee or agent of Prime Recipient.
- 2) Prime Recipient shall reimburse Subrecipient not more often than monthly for allowable costs. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), Subaward number, and certification as to truth and accuracy of invoice. **Invoices that do not reference Prime Recipient's Subaward Number shall be returned to Subrecipient.** Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Financial Contact, as shown in Attachment 3.
- 3) A final statement of cumulative costs incurred, including cost sharing, marked "FINAL," must be submitted to Prime Recipient's Financial Contact NOT LATER THAN sixty (60) days after Subaward end date. The final statement of costs shall constitute Subrecipient's final financial report.
- 4) All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient in accordance with 45 CFR 74.21 or 92.20.
- 5) Matters concerning the technical performance of this Subaward should be directed to the appropriate party's Principal Investigator/Project Director, as shown in Attachment 3. Technical reports are required as indicated in Attachment 4.
- 6) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward Agreement, and any changes requiring prior approval, should be directed to the appropriate party's Administrative Contact, as shown in Attachment 3. Any such changes made to this Subaward Agreement require the written approval of each party's Authorized Official, as shown in Attachment 3.
- 7) Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.
- 8) Either party may terminate this Agreement with thirty (30) days written notice to the appropriate party's Administrative Contact, as shown in Attachment 3. Prime Recipient shall pay Subrecipient for termination costs as allowable under 45 CFR Part 74 Appendix E or OMB Circular A-21 or A-122, as applicable.
- 9) No-cost extensions require the approval of the Prime Recipient. Any requests for a no-cost extension should be addressed to and received by the Administrative Contact, as shown in Attachment 3, not less than thirty (30) days prior to the desired effective date of the requested change.
- 10) The Subaward is subject to the terms and conditions of the Prime Award and other special terms and conditions, as identified in Attachment 2.
- 11) By signing below Subrecipient makes the certifications and assurances shown in Attachments 1 and 2.

By an Authorized Official of PRIME RECIPIENT:		By an Authorized Official of SUBRECIPIENT:	
 Name _____ Date _____ Title _____		 Domenic Sarno Mayor Date 7/7/11	
By Principal Investigator of PRIME RECIPIENT:		By Project Director of SUBRECIPIENT (if applicable):	
 Linda Cragin, Director, MassAHEC Network Date _____		 Helen Caulton-Harris Date 7/7/11	

Attachment: subcontractawardhec072011 (1322 : PVAHEC - HCOP Oral Health - No Match Required)

**Attachment 1
Subaward Agreement
Certifications and Assurances
DHHS/HRSA**

By signing the Subaward Agreement, the authorized official of SUBRECIPIENT certifies, to the best of his/her knowledge and belief, that:

Certification Regarding Lobbying

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the Prime Recipient.

3) The Subrecipient shall require that the language of this certification be included in the award documents for all subaward at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Debarment, Suspension, and Other Responsibility Matters

Subrecipient certifies by signing this Subaward Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

OMB Circular A-133 Assurance

Subrecipient assures Prime Recipient that it complies with A-133, if applicable, and that it will notify Prime Recipient of completion of required audits and of any adverse findings, which impact this Subaward, as required under the Office of Management and Budget *Circular A-133: Audits of States, Local Governments, and Non-Profit Organizations* (A-133) §____.320(e). As part of this requirement, Attachment 6 must be completed and signed.

Attachment: subcontractawardahc072011 (1322 : PVAHEC - HCOP Oral Health - No Match Required)

Attachment 2 Subaward Agreement Terms and Conditions DHHS/HRSA

Agency-Specific Terms and Conditions

The following assurances/certifications are made and verified by Subrecipient's Authorized Official on the face page of this Subaward. This award is subject to the terms and conditions of Section 1110 of the Social Security Administration and 45 CFR Part 74 incorporated either directly or by reference. All discretionary awards issued by HRSA on or after October 1, 2006 are subject to the HHS Grants Policy Statement (HHS GPS) unless otherwise noted. Parts I through III of the HHS GPS are currently available at <ftp://ftp.hrsa.gov/grants/hhsgrantspolicystatement.pdf>.

General Terms and Conditions

- 1) The restrictions on the expenditure of Federal funds in appropriations acts are applicable to this Subaward to the extent those restrictions are pertinent.
- 2) 45 CFR Part 74 or 45 CFR Part 92 as applicable.
- 3) Subrecipient certifies that it has complied with the Financial Conflict of Interest Policy 42 CFR Part 50, Subpart F and has reported any positive financial conflict of interests related to this Award to the Prime Recipient's Authorized Official, as shown in Attachment 3. The NIH website <http://grants.nih.gov/grants/policy/coi/index.htm> provides additional information.
- 4) Subrecipient assures, by signing this Subaward Agreement, that all Subrecipient's personnel who are responsible for the design and conduct of projects involving human research participants have successfully completed their institutional training.
- 5) Title to equipment costing \$5,000 or more that is purchased or fabricated with research funds or Subrecipient cost sharing funds, as direct costs of the project or program, shall unconditionally vest in the Subrecipient upon acquisition without further obligation to the Federal Awarding Agency.
- 6) Subrecipient shall liquidate all obligations incurred under the award not later than sixty (60) days after the end of the project period.
- 7) The Subrecipient will take all necessary affirmative steps to ensure that small, minority and woman-owned business firms are utilized when possible as sources of supplies, services, and equipment. To the extent practicable, all equipment and products purchased with grant funds made available through this award should be American-made.
- 8) At any phase in the project, including the project's conclusion, the Subrecipient if so requested by the Principal Investigator, must deliver to UMW materials, systems, or other items applied, developed, refined or enhanced in the course of or under the award. The Subrecipient agrees that UMW shall have royalty-free, nonexclusive and irrevocable rights to reproduce, publish, or otherwise use and authorize others to use the items for Federal government purposes.
- 9) At any phase of the project, including the project's conclusion, the Subrecipient, if so requested by the UMW Principal Investigator, shall submit copies of analytic data file(s) with appropriate documentation, representing the data developed/used in end-product analyses generated under the award. The analytic file(s) may include primary data collected, acquired or generated under the award and/or data furnished by UMW. The content, format, documentation, and schedule for production of the data file(s) will be agreed upon by the Principal Investigator and the DHHS Project Officer. The negotiated format(s) could include both file(s) that would be limited to DHHS's internal use and file(s) that DHHS could make available to the general public.
- 10) All data provided by UMW will be used for the research described in this grant only. The Subrecipient will return any data provided by UMW or copies of data at the conclusion of the project.
- 11) Treatment of Program Income: ☒ Additive ☐ Deductive ☐ Combination ☐ Matching
- 12) Health Insurance Portability & Accountability Act (HIPAA): Pursuant to the Standards for Privacy of Individually Identifiable Health Information promulgated under the Health Insurance Portability & Accountability Act (HIPAA)(45 CFR Parts 160 and 164) covered entities may disclose protected health information to public health authorities authorized by law to collect or receive such information for the purpose of preventing or controlling disease, injury, or disability, including, but not limited to, the reporting of disease, injury, vital events such as birth or death, and conduct of public health surveillance, public health investigations, and public health interventions.
- 13) This award is subject to the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For the full text of the award term, go to <http://www.hrsa.gov/grants/trafficking.htm>.

Attachment: subcontractawarddec072011 (1322 : PVAHEC - HCOP Oral Health - No Match Required)

Attachment 2 (continued)
Subaward Agreement
Terms and Conditions
DHHS/HRSA

Special Terms and Conditions

- 1) The HHS Appropriations Act requires that when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing programs or projects funded in whole or in part with Federal money, all Subrecipients receiving Federal funds, including but not limited to State or local governments, shall clearly state the percentage of the total costs of the program or project which will be funded with Federal money, the dollar amount of the Federal funds for the project or programs, and percentage and a dollar amount of the total costs of the project or programs that will be financed by nongovernmental sources.
- 2) EO 13166, August 11, 2000, requires recipients receiving Federal financial assistance to take steps to ensure that people with limited English proficiency can meaningfully access health and social services. A program of language assistance should provide for effective communication between the service provider and the person with limited English proficiency to facilitate participation in, and meaningful access to, services. The obligations of recipients are explained on the OCR website at <http://www.hhs.gov/ocr/lep/revisedlep.html>.
- 3) Recipients and Subrecipients for Federal funds are subject to the strictures of the Medicare and Medicaid anti-kickback statute (42 U.S.C. 1320a-7b(b)) and should be cognizant of the risk of criminal and administrative liability under the statute, specifically under 42 U.S.C. 1320 7b(b) Illegal remunerations which states, in part, that whoever knowingly and willfully:
 - (A) Solicits or receives (or offers or pays) any remuneration (including kickback, bribe, or rebate) directly or indirectly overtly or covertly, in cash or in kind, in return for referring (or to induce such persons to refer) an individual to a person for the furnishing or arranging for the furnishing of any item or service, OR
 - (B) In return for purchasing, leasing, ordering, or recommending purchasing, leasing, or ordering, or to purchase, lease, or order, any goods, facility, services or item

...For which payment may be made in whole or in part under subchapter XIII of this chapter or a State health care program, shall be guilty of a felony and upon conviction thereof, shall be fined not more than \$25,000 or imprisoned for not more than five years, or both.
- 4) Copyrights: Subrecipient grants to Prime Recipient an irrevocable, royalty-free, non-transferable, non-exclusive right a license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward Agreement solely for the purpose of and only to the extent required to meet Prime Recipient's obligations to the Federal Government under its Prime Award.
- 5) Data Rights: Subrecipient grants to Prime Recipient the right to use data created in the performance of this Subaward Agreement solely for the purpose of and only to the extent required to meet Prime Recipient's obligations to the Federal Government under its Prime Award.
- 6) Avoiding Duplicative Granting Activities: To the extent that the Subrecipient has existing Federal grants, the Subrecipient agrees to assure that activities funded under this grant are not duplicative of previously funded activities. The Subrecipient agrees to submit a detailed plan for how the proposed activities will build upon other current grant activities.
- 7) Budget Revisions After Grant Award: Subrecipient must discuss budgetary changes and obtain approval from the Administrative Contact, as shown in Attachment 3.

Prime Recipient Terms and Conditions

- 1) University of Massachusetts, Worcester (UMW) assumes no obligation to reimburse costs in excess of the total amount funded.
- 2) Subrecipient shall cooperate with UMW in resolving questions UMW may have concerning the auditors' report and plan for corrective action. UMW may send notices requesting that the Subrecipient audit form be completed. If no response is received within thirty (30) days, the second notice will be sent. If no response is received within thirty (30) days thereafter, UMW may withhold all, or a portion of, the final payment from the Subrecipient until the form is received.
- 3) Each party shall assume full liability for its own acts of negligence or willful misconduct in the performance of its duties. Subrecipient shall not hold UMW responsible for any and all loss, penalties, fines, damage, claims, actions and suits, including all costs and expenses, including attorney fees, arising out of the Subrecipient's performance or failure to perform under this Agreement, to the extent that such performance or failure to perform results in disallowed costs associated with the budget agreed upon by the parties and/or the sponsor under the prime award.

Attachment: subcontractawarddec072011 (1322 : PVAHEC - HCOP Oral Health - No Match Required)

**Attachment 3
Research Subaward Agreement
Contacts
DHHS/HRSA**

Prime Recipient Contacts		Subrecipient Contacts	
Institution/Organization ("Prime Recipient") Name: University of Massachusetts, Worcester Address: Research Funding Services/S1-859 55 Lake Avenue North Worcester, MA 01655 EIN No.: 04-3167352 Reg. in CCR? Yes ☒ No ☐		Institution/Organization ("Subrecipient") Name: Springfield Department of Health and Human Services, Pioneer Valley AHEC Address: 95 State Street, Suite 201 Springfield, MA 01103 EIN No.: 04-6001415 Reg. in CCR? Yes ☐ No ☒	
DUNS No.: 603847393	Congressional District: MA-003	DUNS No.: 198910523	Congressional District: Ma002
Administrative Contact Name: Linda Bowden Financial Manager Address: University of Massachusetts, Worcester 333 South Street, 13E427 Shrewsbury, MA 01545 Telephone: 508-856-4303 Fax: 508-856-8640 Email: Linda.Bowden@umassmed.edu		Administrative Contact Name: Maureen Morrissey Address: City of Springfield/DHHS 95 State Street, Suite 201 Springfield, MA 01103 Telephone: 413-787-6822 Fax: 413-787-6458 Email: mmorrissey@springfieldcityhall.com	
Principal Investigator Name: Linda Cragin Director MassAHEC Network Address: University of Massachusetts, Worcester 55 Lake Avenue North Worcester, MA 01655 Telephone: 508-856-4303 Fax: 508-856-6128 Email: Linda.Cragin@umassmed.edu		Project Director Name: Brenda Evans City of Springfield/DHSS Address: Pioneer Valley AHEC 95 State Street, Suite 201 Springfield, MA 01103 Telephone: 413-787-6710 Fax: 413-787-6458 Email: bevans@springfieldcityhall.com	
Financial Contact (Remit invoices to) Name: George Bynoe Manager, Grant Accounting Operations Address: University of Massachusetts, Worcester 333 South Street Shrewsbury, MA 01545 Telephone: 508-856-4145 Fax: 508-856-4260 Email: George.Bynoe@umassmed.edu		Financial Contact Name: Lorene Leembruggen-Bakkar Address: City of Springfield/DHHS 95 State Street, Suite 201 Springfield, MA 01103 Telephone: 413-787-6710 Fax: 413-787-6458 Email: lleembruggen@springfieldcityhall.com	

Attachment: subcontractawardahec072011 (1322 : PVAHEC - HCOP Oral Health - No Match Required)

Authorized Official Name: Gina Marzilli Shaughnessy, Assistant Director of Contracts or Bethanne Giehl, Associate Director, Grants Address: University of Massachusetts, Worcester Research Funding Services/S1-859 55 Lake Avenue North Worcester, MA 01655 Telephone: 508-856-2119 Fax: 508-856-5004 Email: Research.Funding@umassmed.edu	Authorized Official Name: Helen R. Caulton-Harris Address: City of Springfield/DHHS 95 State Street, Suite 201 Springfield, MA 01103 Telephone: 413-787-6456 Fax: 508-8787-6458 Email: hcaulton@springfieldcityhall.com
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**Attachment 4
Subaward Agreement
Reporting Requirements
DHHS/HRSA**

Reporting Requirements

The reports and all official correspondence must be identified with the award number 7 D18HP21654-01-00 and must be submitted to the Principal Investigator, as shown in Attachment 3, and are due sixty (60) days after the project period end date for inclusion in the Prime Recipient's report to the sponsor.

Reports include:

- 1) Final progress report that describes the results of research funded and reflects cumulative reporting within the project period.
- 2) Invention disclosure required in accordance with 37 CFR 401.14, Subrecipient shall notify Prime Recipient's Administrative Contact, as stated in Attachment 3, within one (1) month after Subrecipient's inventor discloses invention(s) in writing to Subrecipient personnel responsible for patent matters.
- 3) Final invention statement and certification: This statement shall include all inventions which were conceived or put into practice during the entire project period. Use form HHS 568, available at <http://grants.nih.gov/grants/hhs568.pdf>. A negative report is required.

Attachment: subcontractawardahec072011 (1322 : PVAHEC - HCOP Oral Health - No Match Required)

Attachment 5 Subaward Agreement Scope of Work and Budget DHHS/HRSA

Scope of Work:

In compliance with HRSA's Health Career Opportunity Program (HCOP) requirements, the Pioneer Valley AHEC (PV AHEC) will offer a 6-week academically rigorous pre-health summer enrichment program, with a focus on public health and dentistry careers. The summer program will serve 25 disadvantaged high school students, the majority of which will participate in a two-hour weekly Introduction to Oral/Dental Health Careers class. The curriculum will cover the structure of the mouth, oral diseases and preventive health, and dentistry related careers. The remainder of students who participated in the foundational coursework during the summer of 2010 will complete work-based internships in a dental setting.

Pioneer Valley AHEC has been awarded funds to complete the following deliverables:

- 1) Designate a primary contact with UMW (the MassAHEC Associate Director) to ensure effective communication, program planning and reporting related to HCOP requirements.
- 2) Recruit 25 qualified high school students for active participation in the summer enrichment program.
- 3) Administer pre/post assessments for all students in the Introduction to Oral/Dental Health Careers class that capture subject-specific knowledge gains and evaluate individual interest in dental related careers. The results will be summarized in writing for the end-of-the-project report.
- 4) Four of the students will complete paid work-based internships in dental settings; student evaluations will be implemented, distributed, collected and summarized in writing for the end-of-the-project report.

Pioneer Valley AHEC will submit the following to MassAHEC Network:

- i. Monthly documentation of agreed upon expenditures within the scope of service of the grant with a bill for reimbursement reflecting expenditures by the 5th of the month immediately following the month of service being reported;
- ii. A performance and progress report at the end of the summer session; further details will be provided on the timing and requirements of federal reports;
- iii. End of the project report describing the impact and outcomes of the award.

Pioneer Valley AHEC will make reference to MassAHEC Network and use logo in all promotional related materials.

Pioneer Valley AHEC will compile and report all required HRSA statistics and narrative to UMW as requested to ensure compliance with HRSA requirements.

**Attachment 5
Subaward Agreement
Scope of Work and Budget
DHHS/HRSA**

Budget:**Direct Costs Only**

Nontrainee Expenses						
a and b. Salaries and Wages (Do not list trainees)		Time/Effort		Dollar Amount Requested (Omit Cents)		
Name	Title of Position	%	per week	Salary	Fringe	Total
Brenda Evans	Program Director	0.50	\$ 271.16	\$ 9,000	\$ 2,700	\$ 11,700
Justin Chellman	Youth Coordinator	0.50	\$ 196.50	\$ 5,530	\$ 1,659	\$ 7,189
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
c. Total Personnel Costs				\$ 14,530	\$ 4,359	\$ 18,889
d. Consultant Costs:	Summer instructors will be hired at \$40/hr to provide a total of 123 hrs of curriculum development for courses at \$4920. Summer instructors will be hired at \$40/hr for 10 hrs of instruction weekly for 6 weeks, a total of 60 hrs-\$2,400					\$ 7,320
e. Equipment (Itemize)						
f. Supplies (Itemize by category):						
g. Travel						\$
h. Construction/Alteration/Renovations						
i. Other:						
j. Consortium/ Contractual Costs						
Subtotal						\$ 26,209
k Trainee Related Expenses						
l. Trainee Stipends	4 students will complete a 2 day week internship and 2.5 days a week of structured learning activities	No. requested				\$ 3,456
m. Trainee Tuition and Fees		No. requested				
n. Trainee Travel (Describe)						
Subtotal						\$ 29,665
o. Total Direct Costs (Add Subtotals of Sections A and B)						
p. Modified Indirect Costs (limited to 8%)						\$ 2,373
q. Total Project Costs (Direct + Indirect Costs)						\$ 32,038

Attachment: subcontractawardahec072011 (1322 : PVAHEC - HCOP Oral Health - No Match Required)

**Attachment 6
Research Subaward Agreement
Subrecipient's Compliance with A-133
DHHS/HRSA**

Subrecipient PD: Helen Caulton-Harris
UMW PI: Linda Cragin

Award Number: 7 D18HP21654-01-00
CFDA#: 93.822

The Federal Office of Management and Budget Circular, A-133 "Audits of States, Local Governments, and Non-Profit Organizations" requires that recipients of Federal awards, who are subject to the provisions of OMB Circular A-133, ensure that subrecipients comply with audit requirements of OMB Circular A-133.

In order for the University of Massachusetts, Worcester (UMW) to satisfy its own A-133 requirements, we request certification from your organization that you are in compliance with A-133 requirements. Therefore, please check the appropriate lines and provide any required documents.

- 1) ☐ The most recent A-133 audit has been completed for Fiscal Year _____.
- a) ☐ Neither the Schedule of Findings and Questioned Costs nor the Schedule of Prior Audit Findings reported within our A-133 audit report disclose any material weaknesses, any material instances of noncompliance, or any findings related to any subaward from the University of Massachusetts, Worcester.
- b) ☐ The Schedule of Findings and Questioned Costs and/or the Schedule of Prior Audit Findings reported within our A-133 audit report disclose audit findings related to Federal awards provided by the University of Massachusetts, Worcester. Enclosed is a copy of the audit reporting package required by Section .320(e) of OMB Circular A-133 that includes the following four (4) items:
- Financial statements and schedule of expenditure of Federal awards,
 - Summary of scheduled prior audit findings,
 - Auditors reports, and
 - Corrective action plan
- 2) ☐ We are not subject to the requirements of A-133 because we are (check both sections below and remit or provide a website for a copy of the most recent audited financial statement or annual report):
- a) ☐ A for-profit organization. (Also check applicable box in section below.)
- b) ☐ A non-U.S. based entity. (Also check applicable box in section below.)
- c) ☐ We expend less than \$500,000 a year in Federal funds. (Also check applicable box in section below.)
- d) ☐ Other (explain) _____

AND:

☐ We are in compliance with applicable Federal, State, or Local laws and regulations, and the laws and regulations that are particular to any subaward from the University of Massachusetts, Worcester. We further certify that there were no audit findings and/or questioned costs discovered during our most recent audit.

OR:

☐ The most recent audit revealed findings and/or questioned costs that relate to any subaward from the University of Massachusetts, Worcester. We have enclosed a copy of, or provided a valid website to, the audited financial statement that details these findings, and agree to notify the University of Massachusetts, Worcester of the corrective action taken within (6) six months of furnishing the audited report.

Website of an annual report or audited financial statements: _____

Upon completion of any on-going A-133 audits, the subrecipient will notify UMW of the results, and provide a copy of any noted exceptions:

Please sign and complete the section below.

I certify that the statements above accurately represent the organization of which I am representative. Further, I certify that all relevant material findings in the audit report have been disclosed.

Subrecipient: Springfield Department of Health and Human Services, Pioneer Valley AHEC

Entity Identification Number (for A-133 Audit): 04-6001415

By: _____

Date: _____

Name: _____

Telephone Number: _____

Title: _____

Email Address: _____

Attachment: subcontractawardhec072011 (1322 : PVAHEC - HCOP Oral Health - No Match Required)



City of Springfield

SCHEDULED

Meeting: 07/18/11 07:00 PM

Initiator: John Burt

Sponsors: Mayor Domenic J. Sarno

DOC ID: 1323

14

An Order Authorizing the Expenditure of Grant Funds by the Department of Elder Affairs - Match Required (Mayor Sarno)

WHEREAS, the Department of Elder Affairs ("Department") has been awarded a Senior Community Service Employment Grant of \$677,148.00 from Senior Service America, Inc. (SSAI); and

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

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

WHEREAS, the grant will pay \$677,148.00, and requires a match from the City of \$88,756.00 through in kind services or expenses; and

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

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

NOW THEREFORE BE IT ORDERED, acting pursuant to Mass. Gen. Laws ch. 44, sect 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:

Senior Aides - \$677,148.00

Burt, John

Subject: FW: SAP-

Importance: High

From: Lee, Charlotte
Sent: Tuesday, May 31, 2011 3:03 PM
To: Denney, Janet
Cc: Collins, Katie
Subject: FW: MA 103 - Budget information for PY2011 SCSEP Grant

Katie,

FYI

Charlotte Lee

Employment Director, Senior AIDES Program
Department of Elder Affairs, City of Springfield
1600 E. Columbus Avenue
Springfield, MA 01103-1654
413-787-6126/6861
1-877-244-1012

The documents accompanying this facsimile transmission contain information from the Senior AIDES Program which may be CONFIDENTIAL AND /OR PRIVILEGED. The information is intended to be for the use of the individual or entity named on this transmittal sheet. If you are not the intended recipient. Be aware that any disclosure, copying, distribution or use of the contents of this information is prohibited. If you have received this facsimile in error, please notify us by telephone immediately.

From: Marta Ames [mames@ssa-i.org]
Sent: Sunday, May 29, 2011 1:04 PM
To: Costa, Ana M.; Lee, Charlotte
Cc: rellis@ssa-i.org; tryan@ssa-i.org; jarbogast@ssa-i.org; cgarland@ssa-i.org; kelharam@ssa-i.org
Subject: MA 103 - Budget information for PY2011 SCSEP Grant

From: Marta Ames, Deputy Director, Senior Service America
To: Sponsor Executives
cc: Project Directors and Fiscal Staff
Subject: Budget information for PY2011 SCSEP Grant
Date: May 27, 2011

This email contains specific information about your budget that will be contained in your PY2011 SCSEP subgrant for the period July 1, 2011 – June 30, 2012. Please use these numbers as a guide. We expect to send your PY2011 SCSEP subgrant by the end of next month once we've received approval of our grant from U.S. Department of Labor.

Authorized /Modified Positions

Number of authorized positions: **83**

Number of modified authorized positions: **76**

Your Budget

Minimum Participant Wages and Fringe Benefits Amount: **\$603,663**

Maximum Administrative Budget Amount: **\$50,771**

Other Program Budget Amount: **\$22,714**

TOTAL FEDERAL BUDGET = \$677,148

Amount of Nonfederal Share: **\$88,756**

If you have questions or concerns about the authorized positions indicated above, please contact me immediately.

SSAI has analyzed the PY2011 demands for each subgrantee, and we are aware that many of our subgrantees will have to offer reduced hours (less than 20 hours per week) to their participants starting July 1. SSAI will be sending you an invitation to a webinar in June to review our new planning tool so that you can begin developing your service plan for PY2011 prior to June 30th. We will also share our recommendation regarding the reduced hours you should provide so that you can continue to serve your participants in light of the Congressional budget cuts.

We know PY2011 will be a particularly challenging year. We want to affirm that we are together with you to provide support and assistance. Thank you for your efforts and your patience. If you have any questions, please contact me by email or phone.

Marta Ames

Deputy Director

Senior Service America Inc

8403 Colesville Road #1200

Silver Spring, MD 20910

301-578-8959



City of Springfield

SCHEDULED

Meeting: 07/18/11 07:00 PM
Initiator: Cheryn Wojcik
Sponsors: Mayor Domenic J. Sarno
DOC ID: 1324

15

McKinney - Vento Homeless Grant (Mayor Sarno)

WHEREAS, the Housing Department ("Department") has been awarded a Continuum of Care Homeless Assistance Program Grant of \$1,165,330.00 from the U.S. Housing and Urban Development; and

WHEREAS, the purpose of the grant program is to provide homeless assistance to communities; and

WHEREAS, the Department intends to use the grant funds towards preventing and ending homelessness; 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:

McKinney - Vento Homeless Grant - \$1,165,330



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-7000

OFFICE OF ASSISTANT SECRETARY
FOR COMMUNITY PLANNING AND DEVELOPMENT

January 19, 2011

Ms. Geraldine McCafferty
Director
City of Springfield
1600 E. Columbus Ave.
Springfield, MA 1103

Dear Ms. McCafferty:

Congratulations! I am delighted to inform you that the homeless assistance application(s) submitted by your organization in the 2010 McKinney-Vento homeless assistance competition was selected for funding in the amount of \$1,165,330. Enclosed is a list that contains the name of the individual projects and the project number for each funded application.

The Continuum of Care (CoC) Homeless Assistance Program is an important part of HUD's mission. CoCs all over the country continue to improve the lives of homeless men, women and children through their local planning efforts and through the direct housing and service programs funded in this year's competition. The programs and CoCs funded through the CoC Homeless Assistance Program continue to illustrate their value by improving accountability and performance every year. I commend you on the outstanding work of your program, and encourage you to continue to strive for excellence in the fight against homelessness.

Congratulations again on your award. You will be receiving a letter from your local HUD field office providing more information about finalizing your award. We are counting on you to use these important resources in a timely and effective manner.

Sincerely,

Mercedes Márquez
Assistant Secretary

Enclosure(s)



City of Springfield

36 Court Street
Springfield, MA 01103

SCHEDULED

RESOLUTION (ID # 1326)

Meeting: 07/18/11 07:00 PM

Department: City Council

Category: Council Request

Prepared By: Susan Kacoyannakis

Initiator: Amaad I. Rivera

Sponsors: Ward 6 Councilor Amaad Rivera

DOC ID: 1326

Secure Communities

CITY OF SPRINGFIELD

In the City Council July 18, 2011

- WHEREAS, the City of Springfield strives to be a diverse and inclusive world-class urban community where people unite to form a caring, learning, participating, sustainable community in which each person is important, and
- WHEREAS, public trust in law enforcement officers and their reciprocal respect for the rule of law are vital to promoting public safety, and
- WHEREAS, in the City of Springfield we believe our capacity to maximize public safety depends on the ability of our residents to interact with our local law enforcement authorities without fear due to actual or perceived race, national origin, ethnicity, or immigration status, and
- WHEREAS, the recent unanimous decision by the Springfield City Council to pass a Language Access Ordinance would be undermined by the implementation of Secure Communities, and
- WHEREAS, the Massachusetts House of Representatives, on April 28, 2011, voted against an amendment that would implement the Secure Communities program in the state, and
- WHEREAS, Governor Patrick announced his decision to not participate in the Secure Communities program, due to concerns of racial profiling, that it would deter the reporting of criminal activity, and that it would “deteriorate the relationships with communities that have been carefully cultivated with years of hard work”, and
- WHEREAS, the Springfield City Council remains firmly committed to the protection of civil rights and civil liberties for all people, and
- WHEREAS, in the event that the City of Springfield is asked to sign a memorandum of understanding for the Secured Communities Initiative, the Springfield City Council urges the Mayor of Springfield to refuse to sign any agreement that would deter the reporting of criminal activity, encourage racial profiling, or would deteriorate the relationships with communities that have been carefully cultivated with years of hard work,

NOW, THEREFORE, BE IT RESOLVED that the Springfield City Council urges the Mayor of Springfield to refuse to sign any memorandums of understanding regarding participation in the Secured Communities Initiative that would deter the reporting of criminal activity, encourage racial profiling, or would deteriorate the relationships with communities that have been carefully cultivated with years of hard work, and where permissible by law, the City of Springfield shall not participate in said program.