



CITY OF SPRINGFIELD

City Clerk's Office March 14, 2012

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 March 19, 2012** 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 March 19, 2012 at Springfield City Hall -- Council Chambers, 36 Court Street, Springfield, MA.

Communications

- (1.) From re:Statement Revenue & Expenditures –
- (2.) From re:Chapter 44 Section 31 Deficit Spending –
- (3.) From CC re:Rpt. of Committee - Plan. & Econ. Dev. 191 Oakland –

Informational

- (1.) From BPW re:Sumner Ave. - Inst. Conduits Silo Hexhole (WMECO) – <<Enter brief purpose>>
- (2.) From BPW re:Sumner Ave. - Inst. Conduits, Silo & Pad (WMECO) – <<Enter brief purpose>>
- (3.) From BPW re:Forest Park Ave. - Inst. Conds. Silo & Pad (WMECO) – <<Enter brief purpose>>

Orders

- (1.) Order Authorizing Mayor to Execute Quitclaim Deed for Sale of WS Dwight Street Extension (04224-0014) to Outing Park Apartments I Limited Partnership (Mayor Sarno)
WHEREAS, the City of Springfield acquired title to vacant land in Springfield, Massachusetts now known as West Side Dwight Street Extension (Parcel ID # 04224-0014), formerly with building thereon and formerly known as 268-284 Dwight Street Extension & 40 Oswego Street 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 SPG-12-291; and

WHEREAS, the Mayor upon the recommendation of the City's RFP Review Committee has accepted the proposal submitted by Outing Park Apartments I Limited Partnership.

NOW THEREFORE BE IT ORDERED, that the Mayor be is hereby authorized in the name of and on behalf of the City of Springfield to execute and deliver a quitclaim deed to Outing Park Apartments I Limited Partnership for the transfer of title to West Side Dwight Street Extension (Parcel ID # 04224-0014) for consideration of Twenty Thousand One Hundred and 00/100 Dollars (\$20,100.00) in substantially the same form as the draft deed attached hereto.

ATTACHMENTS:

- Deed WS Dwight St. Ext. (Par.14) (DOC)

- (2.) Order Authorizing Mayor to Execute Quitclaim Deed for Sale of ES Niagara Street (09035-0017) to Concord Heights Limited Partnership (Mayor Sarno)

ATTACHMENTS:

- Deed ES Niagara St. (Par.17) (DOC)

- (3.) Fire - Transfer from Health Insurance to Overtime (Mayor Sarno)

ATTACHMENTS:

- Fire Deficit Memo to City Council (PDF)

- (4.) Fire Dept - Transfer from OTPS to Overtime (Mayor Sarno)

ATTACHMENTS:

- Fire Deficit Memo to City Council (PDF)

- (5.) Landfill Closure Bond Authorization (Mayor Sarno)

ATTACHMENTS:

- Bondi's Closure - Bond Authorization Order 3-12-12 (DOC)

- (6.) Feasibility Study and Schematic Design for the Proposed Reconstruction of the Elias Brookings Elementary School (Mayor Sarno)

ATTACHMENTS:

- Brookings Design - Bond Authorization Order Memo 3-12-12 (DOC)
- Springfield_Brooking - SD Vote(PDF)
- Springfield_PS_11 16 11 (PDF)
- Springfield Brookings + Dryden - PS Board Action Letter 11 16 11 (PDF)

- (7.) Order Approving Intergovernmental Agreement (Mayor Sarno)

ATTACHMENTS:

- EXHIBIT A TO CITY COUNCIL ORDER APPROVING SHA FUELING AGREEMENT (PDF)

- (8.) Order Approving the Transfer of Property (Mayor Sarno)

ATTACHMENTS:

- exhibits to Fire Training Center Sale order (PDF)

Special Acts

- (1.) An Act Providing for the Term of Office of the City Council and School Committee in the City of Springfield

Resolutions

- (1.) Personal Care Attendant
(2.) Request State Legislature to Eliminate Gas Tax

- (3.) Irish Unification
- (4.) Resolve Surpport Investing in Our Communities
- (5.) Resolve Surpport Investing in Our Communities

Ordinances

- (1.) (ID # 1572) - Title 7, Chapter 7.70 -Community Gardens
- (2.) (ID # 1561) - Amended City Ordinance 5.08.070
This amendment changes the time requirements from the previous 5.08.070 from ten (10) days to thirty (30) days.



City of Springfield

SCHEDULED

1.2.1

Meeting: 03/19/12 07:00 PM

Initiator: Wayman Lee

Sponsors: Mayor Sarno, Comptroller Burns

DOC ID: 1579

Statement Revenue & Expenditures

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

Statement Revenue & Expenditures

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 March 19, 2012

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 March 19, 2012, 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

Statement of Revenues and Other Sources,
and Expenditures and Other Uses
Budget and Actual - General FundFor the period ended
02/29/12

Revenues and Other Sources:	Revised Budget	Actual	Variance Over/(Under)	%
Real Estate & Personal Property Taxes (a.)	\$ 164,232,988	\$ 122,001,390	\$ (42,231,598)	74%
Real Estate & Personal Property Taxes - Tax Liens	-	2,192,572	2,192,572	0%
Motor Vehicle Excise	7,650,000	2,162,952	(5,487,048)	28%
Penalties, interest and other taxes	7,347,615	3,029,608	(4,318,007)	41%
Charges for Services	12,803,990	5,946,937	(6,857,053)	46%
Intergovernmental	315,130,331	158,910,726	(156,219,605)	50%
MSBA Payments	15,991,611	15,756,611	(235,000)	99%
Licenses and Permits	4,107,430	2,853,106	(1,254,324)	69%
Fines and Forfeits	525,600	245,194	(280,406)	47%
Interest earned on Investments	1,502,623	595,080	(907,543)	40%
Miscellaneous	2,388,711	2,677,942	289,231	112%
FY 2011 Net School Spending Shortfall (a.)	18,636,202	18,636,202	-	100%
Stabilization Reserves	6,215,955	6,454,644	238,689	104%
FY 11 Free Cash Appropriation	1,458,300	1,458,300	-	100%
Other Financing Sources	5,000,000	5,000,000	-	100%
Total Revenues and Other Sources	562,991,356	347,921,265	(215,070,091)	62%

Expenditures and Other Uses:

General government	26,130,102	18,680,138	7,449,964	71%
Public safety				
Police	37,214,924	24,997,720	12,217,204	67%
Fire	18,769,820	12,669,252	6,100,568	67%
Centralized Dispatch	1,423,247	1,048,183	375,064	74%
Other	3,179,284	2,168,129	1,011,155	68%
Health and Welfare	4,446,133	3,029,147	1,416,986	68%
Public works	10,153,019	7,783,468	2,369,551	77%
Education	349,470,530	211,363,988	138,106,542	60%
Culture and recreation	11,367,483	7,792,775	3,574,708	69%
Pension and fringe	49,343,141	39,483,716	9,859,425	80%
State and district assessments	2,997,635	1,412,487	1,585,148	47%
Debt Service	40,778,830	30,337,783	10,441,047	74%
Pay as you go Capital	3,018,418	1,403,621	1,614,797	47%
Other Financing Use - Trash Enterprise Supplement	4,698,790	4,698,790	-	100%
Total Expenditures and Other Uses	562,991,356	366,869,199	196,122,157	65%

Excess (deficiency) of revenues
and other sources over
expenditures and other uses

\$	-	\$	(18,947,934)	\$	(18,947,934)
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(a.) The FY 2011 Net School Spending Requirement shortfall must be appropriated in the School Budget pursuant to the Chapter 70. Section 11 of the Education Reform Act of 1993.

Attachment: Rev v Exp Feb (1579 : Statement Revenue & Expenditures)

CITY OF SPRINGFIELD, MASSACHUSETTS

Budget and Actual - General Fund

Expenditures and Encumbrances

For the period ended

02/29/12

Expenditures and Other Uses:	Original Budget	Transfers In/(Out)	Revised Budget	Expenditure	Encumbrance	Variance Over/(Under)	%
General government	25,656,148	473,954	26,130,102	15,802,686	2,877,453	7,449,964	71%
Public safety							
Police	37,083,691	131,233	37,214,924	24,767,759	229,961	12,217,204	67%
Fire	18,066,786	703,034	18,769,820	12,427,243	242,009	6,100,568	67%
Centralized Dispatch	1,422,349	898	1,423,247	1,047,684	499	375,064	74%
Other	3,140,696	38,588	3,179,284	1,961,761	206,368	1,011,155	68%
Health and Welfare	3,937,959	508,174	4,446,133	3,018,990	10,157	1,416,986	68%
Public works	10,144,935	8,084	10,153,019	7,279,938	503,531	2,369,551	77%
Education	330,834,328	18,636,202	349,470,530	185,649,969	25,714,020	138,106,542	60%
Culture and recreation	11,229,316	138,167	11,367,483	7,023,468	769,308	3,574,708	69%
Pension and fringe	49,343,141	-	49,343,141	39,153,716	330,000	9,859,425	80%
State and district assessments	2,997,635	-	2,997,635	1,412,487	-	1,585,148	47%
Debt Service	40,778,830	-	40,778,830	30,337,783	-	10,441,047	74%
Pay as you go Capital	3,018,418	-	3,018,418	973,850	429,771	1,614,797	47%
Other Financing Use - Trash Enterprise Supplement	4,548,790	150,000	4,698,790	4,698,790	-	-	100%
Total Expenditures and Other Uses	542,203,022	20,788,334	562,991,356	335,556,122	31,313,077	196,122,157	65%



City of Springfield

SCHEDULED

Meeting: 03/19/12 07:00 PM

Initiator: Wayman Lee

Sponsors: Mayor Sarno, Comptroller Burns

DOC ID: 1583

1.2.2

Chapter 44 Section 31 Deficit Spending

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

Chapter 44 Section 31 Deficit Spending

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 March 19, 2012

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

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Attest:

City Clerk

City of Springfield - MGL Chapter 44 Section 31 Deficit Spending
Cash Position Statement
Period Ending February 29, 2012

<u>Revenues:</u>	<u>Tornado</u> <u>06/01/2011</u>	<u>Snowstorm</u> <u>10/29/2011</u>	<u>Total</u>
Federal Assistance/FEMA	\$ 5,000,412.56	\$ -	\$ 5,000,412.56
State Assistance/MEMA	7,324,612.00	-	7,324,612.00
Local Share	809,076.72	-	809,076.72
Reimbursements/Donations	19,680.46	-	19,680.46
Total Revenues.....	<u>13,153,781.74</u>	<u>-</u>	<u>13,153,781.74</u>
<u>Expenditures:</u>			
School Food Service	36,838.65	-	36,838.65
School Transportation	24,000.00	-	24,000.00
School Safety and Security	43,123.48	-	43,123.48
311 - Call Center	4,202.85	-	4,202.85
Finance	57,939.15	-	57,939.15
Assessors	4,487.20	-	4,487.20
Law	1,745.13	-	1,745.13
Economic Development - Housing	1,022,913.24	-	1,022,913.24
Facilities Management	90,618.19	-	90,618.19
Capital Asset Construction	7,098,663.81	-	7,098,663.81
Police	926,229.96	-	926,229.96
Fire	70,058.33	29,578.17	99,636.50
Code Enforcement - Building	31,453.54	-	31,453.54
Code Enforcement - Housing	80,511.60	-	80,511.60
Dispatch	809.04	373.24	1,182.28
TJO Animal Control	9,079.67	-	9,079.67
Department of Public Works	8,674,004.94	22,612,541.83	31,286,546.77
Health and Human Services	5,933.17	-	5,933.17
Department of Elder Affairs	4,126.76	-	4,126.76
Park Department	220,532.31	1,169.26	221,701.57
Total Expenditures.....	<u>18,407,271.02</u>	<u>22,643,662.50</u>	<u>41,050,933.52</u>
Surplus/(Deficit).....	<u>\$ (5,253,489.28)</u>	<u>\$ (22,643,662.50)</u>	<u>\$ (27,897,151.78)</u>

Attachment: Ch 44 Sec 31 (1583 : Chapter 44 Section 31 Deficit Spending)



City of Springfield

SCHEDULED

Meeting: 03/19/12 07:00 PM

Initiator: Robert Arieti

Sponsors: At-Large Councilor Bud Williams

DOC ID: 1581

1.2.3

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

Rpt. of Committee - Plan. & Econ. Dev. 191 Oakland

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

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City Clerk

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Attest:

City Clerk

Thank everyone who we are,

Discuss, Mike, Rick and The company and our current properties

-Discuss briefly the background of 191 Oakland, the prior owner issues and how will bring it up to code, not punished for prior violations

-What our intentions are with the property, that we have all of the estimates and capital to discuss, bring up the floor plan that we will three 3's and three 2's

-Discuss why it needs to be completed including

Trying to bring back to life an abandoned property by reinvesting in the city, as of July, 2011 there 1626 abandoned homes categorized as "all other vacants"

Compiling this problem is the tornado. We will provide much needed subsidized (which we work with) housing in light of the Tornado for families, would be completed prior to next winter, and how any delays will put this in jeopardy, I will use the stats we spoke about and also hold up today's Sunday Republican article that broaches same issue

Also note 347 condemned rental homes as a result of tornado alone

-We work with all local voucher programs through both HAP Springfield Housing Authority and HOMEBASE, which helps transitions from shelters and currently taken in 6 new tenants from this program who have been stellar

Currently Massachusetts has 1,299 families including over 2,000 children living in motels and shelters, we need this housing to reduce

-Reemphasize Have a proven track record for completing these types of projects

-Building structure is sound and would be economic waste to alter

-Would increase property values in the neighborhood

^{SMIAC}
-Building identical to many adjacent properties so not out of the norm for the area

-Building already zoned for this use

-The completion of the project would stop people from lingering on and in the premises

-Would stop any potential illegal dumping

Letter of support from 9-11 Bloomfield owner (read)

Discuss the Neighborhood Councils reservations including parking, we have entered into a preliminary agreement for the garage, that and discuss the play issue (get me the park names) and we feel leaving in a newly renovated safe home outweighs the lack of a years

→ Forest Park .46 mile
→ School yard Access street

Close in summary the fact that we must complete the project if we to decrease the number of vacant properties in Spfld one by one and this is going in the right direction to revitalize the city and the neighborhood



Forest Park Civic Association
P.O. Box 80709
Springfield, MA 01138-0708

January 20, 2012

Reynolds & Werman, LLC
Michael Werman, Esq. Managing Attorney
16 South Boulevard
West Springfield, Massachusetts 01089

Dear Mr. Werman:

I write to you regarding the petition for a Special Permit request for your property at 191 Oakland Street, Springfield. Thank you for coming before the Forest Park Civic Association on Sunday, January 8 to discuss this petition.

After lengthy discussion and after several members toured this property, the Forest Park Civic Association (FPCA) voted to not recommend to the Springfield City Council this Special Permit be granted

A major factor in this decision is that the property does not allow adequate room for a driveway or backyard. Also taken in to consideration your plans, as you explained to the group, will allow for larger units thus an increased number of tenants per unit which will have an impact on an already densely populated neighborhood with very little in the way of play space, parking or common areas.

Again, we the members of the FPCA thank you for sharing your plans and graciously making your property available to us.

Sincerely,

Jane Hazel, President
47 Bellevue Avenue
736-1368

OFFICE OF PLANNING & ECONOMIC DEVELOPMENT
ANALYSIS FOR A SPECIAL PERMIT

191 OAKLAND STREET (09210-0128)
RE-OPEN PRE-EXISTING, NON-CONFORMING RESIDENTIAL STRUCTURE
CONTAINING FOUR (4) OR MORE UNITS

General Information

Petitioner:	Reynolds & Werman, LLC.
Request:	For a special permit to renovate and reopen a pre-existing, non-conforming residential structure containing four (4) or more units.
Proposed use of the property:	The property is a nine (9) unit apartment building which is proposed to be re-opened as a six (6) unit building.
Size:	4,856 s.f.
Compatibility with current planning documents:	The Forest Park Neighborhood Plan does not show any changes to this area.
Neighborhood council notification:	Forest Park Civic Association: 10-19-11
Tax Status:	SEE ATTACHED
Urban Renewal Status:	This parcel is not located within an urban renewal area.
Site Visit:	11-15-11
Hearing Date:	11-28-11

Staff Analysis

Neighborhood characteristics:

The parcel is currently zoned Residence B. This area is predominantly residential.

To the north is a three-family house zoned Residence B.

To the south is a six (6) unit apartment building zoned Residence B.

To the east is a three-family house zoned Residence B.

To the west are two family homes zoned Residence B.

Site plan review:

The petitioner has requested a special permit to renovate and reopen a nine (9) unit apartment building at the property known as 191 Oakland Street. This property has been vacant for more than two (2) years and is required to obtain a special permit to re-open. Although this building currently has nine (9) units, the petitioner has indicated that it will be renovated into a six (6) unit building.

Although the staff does not object to the renovation of this building, the staff does feel that additional information should be submitted in order to ensure the credible redevelopment and management of this building.

As part of the submission for this special permit, the petitioner submitted a brief project budget; however, the scope included in this budget only included interior work such as electrical and plumbing. After visiting the site, it was noted that the exterior of the building needs significant work including siding, windows and porches.



Therefore, in order to properly review this request the staff is requesting that additional information be submitted. The information submitted should include a detailed rehabilitation plan which includes lead paint hazard controls, a rehabilitation budget generated by an architect or a rehabilitation specialist, an operating budget that shows income and operating expenses, firm financial commitments and a listing of other properties in which the principals of this entity own and operate. Without this vital information, the staff cannot properly assess the proposed project.

Further, as per the submitted site plan, the petitioner has indicated that a driveway will be installed in the rear of the building with a curb cut onto Bloomfield Street. Again, after visiting the site, it was noted that the proposed location of the new curb cut for this driveway directly abuts a neighboring curb cut. Also, it did not appear to the staff that there was adequate room behind this building to accommodate this proposed driveway. The Department of Public Works (DPW) will ultimately have to approve any proposed curb cuts.

Recommendation

Continue.

SUPPLEMENTAL REVIEW

As was required above, the petitioner has submitted additional information with regards to the proposed special permit for the property known as 191 Oakland Street. The information submitted included additional cost estimates for the proposed work as well as a list of the properties currently owned and operated by the petitioner.

After reviewing the proposed cost estimates and visiting each of the properties, the staff is recommending that this special permit be approved.

Although the staff understands the neighborhood concerns with regards to the lack of parking and opens space, the staff believes that rehabilitating and re-occupying this

structure is far better than the alternatives of either continuing to be vacant and blighted or demolished. The staff also believes that petitioner adequately operates the other properties and should be allowed the opportunity to rehabilitate this structure.

With regards to the proposed driveway at the rear of the building, as noted above, there does not appear to be adequate room and the proposed curb cut would be directly adjacent to the abutting property. Although this would provide some off-street parking, the staff would not recommend that it be installed.

APPROVED

Suggested Conditions

1. This special permit is granted to this petitioner only.
2. This special permit is granted solely for the renovation and reopening of a pre-existing, non-conforming residential structure at the property known as 191 Oakland Street (09210-0128).
3. This shall only be a six (6) unit building.
4. Management information, including a contact telephone number, shall be supplied to the Police Department and posted on the front of the building.
5. The property shall be maintained graffiti free.
6. All areas shall be maintained and kept free of trash and debris.
7. The public tree belt and sidewalk shall be maintained, including snow removal and mowing.
8. Any and all curb cuts shall be reviewed and approved by the Department of Public Works.
9. Compliance with these conditions, as well as any and all zoning regulations, is required. Failure to comply may result in enforcement by the Code Enforcement Department punishable by fines of up to \$50 per day for each day a violation exists.

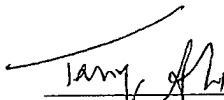
This letter acknowledges that a preliminary agreement has been reached between Tariq Ali and RM Blerman, LLC for RM Blerman to lease a five car garage from Mr. Ali. The garage is located on 9-11 Bloomfield Street, adjacent to 191 Oakland Street.

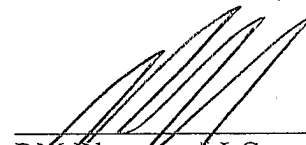
The sole use of this garage is for five (5) parking spaces for exclusive vehicle parking use for the tenants of 191 Oakland St. The tenants of 191 Oakland St will be able to enter the garage via the driveway of 9-11 Bloomfield Street.

The lease and right of way will be recorded with the Hampden County Registry of Deeds upon attorney review for both parties and is contingent upon the granting of the special permit for a 6 unit renovation at 191 Oakland Street.

The terms of the lease and right of way will be for a minimum of 5 years with a form of automatic renewal and will run with the land.

Dated this the 12th day of March, 2012


Tariq Ali

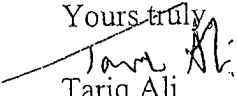

RM Blerman, LLC
Michael Werman, Manager

To Whom It May Concern:

I Tariq Ali, owner of 9-11 Bloomfield Street would like to offer my full support in the granting of the special permit for the renovation of a 6 unit building located at 191 Oakland St Springfield, MA. My building is adjacent to this property and since 191 Oakland is vacant it is hurts the property value and safety of my tenants. By renovating this property it will increase property values and make the neighborhood safer.

I would greatly appreciate the passing of this special permit so that everyone can enjoy a safer, more valuable neighborhood.

Yours truly


Tariq Ali

3/12/12

Attachment: 191 Oakland abutter support letter (1581 : Rpt. of Committee - Plan. & Econ. Dev. 191 Oakland)



City of Springfield

SCHEDULED

2.1

Meeting: 03/19/12 07:00 PM

Initiator: Lou DiCarlo

Sponsors: Mayor Domenic J. Sarno

DOC ID: 1565

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 WESTERN MASSACHUSETTS ELECTRIC COMPANY, be and it is hereby granted a location for and permission to <<Insert proper utility template>>

Sumner Ave. - Inst. Conduits Silo Hexhole (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 March 19, 2012

City Clerk

We hereby certify that on March 12, 2012, at 5:00 PM, at Sumner Avenue at Forest Park Avenue a public hearing was held on the petition of the WESTERN MASSACHUSETTS ELECTRIC COMPANY 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 March 19, 2012, 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

SCHEDULED

Meeting: 03/19/12 07:00 PM
Initiator: Lou DiCarlo
Sponsors: Mayor Domenic J. Sarno
DOC ID: 1566

2.2

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 WESTERN MASSACHUSETTS ELECTRIC COMPANY, be and it is hereby granted a location for and permission to <<Insert proper utility template>>

Sumner Ave. - Inst. Conduits, Silo & Pad (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 March 19, 2012

City Clerk

We hereby certify that on March 12, 2012, at 5:05 PM, at Sumner Avenue at Forest Park Avenue a public hearing was held on the petition of the WESTERN MASSACHUSETTS ELECTRIC COMPANY 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 March 19, 2012, 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

SCHEDULED

Meeting: 03/19/12 07:00 PM
Initiator: Lou DiCarlo
Sponsors: Mayor Domenic J. Sarno
DOC ID: 1567

2.3

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 WESTERN MASSACHUSETTS ELECTRIC COMPANY, be and it is hereby granted a location for and permission to <<Insert proper utility template>>

Forest Park Ave. - Inst. Conds. Silo & Pad (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 March 19, 2012

City Clerk

We hereby certify that on March 12, 2012, at 5:10 AM, at Sumner Avenue at Forest Park Avenue a public hearing was held on the petition of the WESTERN MASSACHUSETTS ELECTRIC COMPANY 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 March 19, 2012, 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

SCHEDULED

Meeting: 03/19/12 07:00 PM
Initiator: Melvyn Altman
Sponsors: Mayor Domenic J. Sarno
DOC ID: 1563

2.4.1

Order Authorizing Mayor to Execute Quitclaim Deed for Sale of WS Dwight Street Extension (04224-0014) to Outing Park Apartments I Limited Partnership (Mayor Sarno)

WHEREAS, the City of Springfield acquired title to vacant land in Springfield, Massachusetts now known as West Side Dwight Street Extension (Parcel ID # 04224-0014), formerly with building thereon and formerly known as 268-284 Dwight Street Extension & 40 Oswego Street 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 SPG-12-291; and

WHEREAS, the Mayor upon the recommendation of the City's RFP Review Committee has accepted the proposal submitted by Outing Park Apartments I Limited Partnership.

NOW THEREFORE BE IT ORDERED, that the Mayor be is hereby authorized in the name of and on behalf of the City of Springfield to execute and deliver a quitclaim deed to Outing Park Apartments I Limited Partnership for the transfer of title to West Side Dwight Street Extension (Parcel ID # 04224-0014) for consideration of Twenty Thousand One Hundred and 00/100 Dollars (\$20,100.00) 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 **TWENTY THOUSAND ONE HUNDRED AND 00/100 DOLLARS (\$20,100.00)**, grants to **OUTING PARK APARTMENTS I LIMITED PARTNERSHIP** (“Grantee”), a Massachusetts Limited Partnership with its principal offices at c/o First Resource Development Company, 515 Washington Street, Norwell, Massachusetts 02061, with **QUITCLAIM COVENANTS**, the land in said Springfield, described as follows:

Land now known as West Side Dwight Street Extension (Parcel ID # 04224-0014), formerly with building thereon and formerly known as 268-284 Dwight Street Extension & 40 Oswego Street, and being the parcel described in a deed recorded on June 27, 2005, in Hampden County Registry of Deeds, Book 15120, Page 518, and now supposed to contain about 14,795 square feet; and being the same parcel described in an Instrument of Taking dated December 29, 2008, and recorded in Hampden County Registry of Deeds, Book 17632, Page 27; and also being the same parcel foreclosed by Judgment of the Land Court entered on July 19, 2011, in Case No. 10 TL 140777, and recorded in Hampden County Registry of Deeds, Book 18858, Page 242; 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) All excess trash, brush, rubbish and debris shall be cleared from the Property by the Grantee within one month from the date of transfer of title; (2) The Property may be used solely for parking and/or green space to surrounding properties; (3) Parking, landscaping, fencing and site plans for the Property must be approved by the City of Springfield Office of Planning and Economic Development prior to the start of construction; and (4) Drainage plans for the Property must be approved by the City of Springfield Department of Public Works prior to the start of construction.

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 _____, 2012, 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 _____, 2012, 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 _____, 2012, 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

Attachment: Deed WS Dwight St. Ext. (Par.14) (1563 : Sale WS Dwight St. Ext. (Par.14))

EXHIBIT "A"

The land in Springfield, Hampden County, Massachusetts, more particularly bounded and described as follows:

Beginning at the Northwesterly corner of Dwight Street Extension and Oswego Street, running thence Northerly on Dwight Street Extension Two Hundred and 66/100 (200.66) feet to an iron pin at land now or formerly of Jesse E. Walker, et al; thence Westerly on last named land, Seventy-five and 39/100 (75.39) feet to an iron pin at land now or formerly of one Moineau; thence Southerly on last named land and land now or formerly of one Fredette, One Hundred Forty-nine and 44/100 feet to said Fredette's southeasterly corner; thence Westerly on land of said Fredette, one and one-half (1-1/2) feet to land now or formerly of one Phillie; thence Southerly on last named land, Eighty-three and 90/100 (83.90) feet to said Oswego Street; and thence Easterly on said Oswego Street, Sixty-seven and 55/100 (67.55) feet to the place of beginning.



City of Springfield

SCHEDULED

2.4.2

Meeting: 03/19/12 07:00 PM

Initiator: Melvyn Altman

Sponsors: Mayor Domenic J. Sarno

DOC ID: 1562

Order Authorizing Mayor to Execute Quitclaim Deed for Sale of ES Niagara Street (09035-0017) to Concord Heights Limited Partnership (Mayor Sarno)

WHEREAS, the City of Springfield acquired title to vacant land in Springfield, Massachusetts now known as East Side Niagara Street (Parcel ID # 09035-0017), formerly with building thereon and formerly known as 3 Niagara Street & 31 Saratoga Street, 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 SPG-12-291; and

WHEREAS, the Mayor upon the recommendation of the City's RFP Review Committee has accepted the proposal submitted by Concord Heights Limited Partnership.

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 Concord Heights Limited Partnership for the transfer of title to East Side Niagara Street (Parcel ID # 09035-0017) for consideration of Ten Thousand One Hundred and 00/100 Dollars (\$10,100.00) 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 **TEN THOUSAND ONE HUNDRED AND 00/100 DOLLARS (\$10,100.00)**, grants to **CONCORD HEIGHTS LIMITED PARTNERSHIP** (“Grantee”), a Massachusetts Limited Partnership with its principal offices at c/o First Resource Development Company, 515 Washington Street, Norwell, Massachusetts 02061, with **QUITCLAIM COVENANTS**, the land in said Springfield, described as follows:

Land now known as East Side Niagara Street (Parcel ID # 09035-0017), formerly with building thereon and formerly known as 3 Niagara Street & 31 Saratoga Street, and being the parcel described in a deed recorded on July 28, 2005, in Hampden County Registry of Deeds, Book 15203, Page 241, and supposed to contain about 6318 square feet; and being the same parcel described in an Instrument of Taking dated August 3, 2009, and recorded in Hampden County Registry of Deeds, Book 17989, Page 290; and also being the same parcel foreclosed by Judgment of the Land Court entered on October 12, 2011, in Case No. 10 TL 140823, and recorded in Hampden County Registry of Deeds, Book 18986, Page 528; 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) All excess trash, brush, rubbish and debris shall be removed from the Property by the Grantee within thirty days from the date of transfer of title and (2) Site and elevation plans must be approved by the City of Springfield, Office of Planning and Economic Development prior to the start of construction.

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 _____, 2012, 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 _____, 2012, 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 _____, 2012, 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

Attachment: Deed ES Niagara St. (Par.17) (1562 : Sale ES Niagara St. (Par.17))

EXHIBIT "A"

The land in Springfield, Hampden County, Massachusetts, more particularly bounded and described as follows:

Beginning at a bound marking the intersection of the Southeasterly line of Saratoga Street with the Easterly line of Niagara Street, and running thence SOUTHERLY on Niagara Street, Fifty-two (52) feet; thence EASTERLY in a line at right angles with said Easterly line of Niagara Street, Ninety-seven (97) feet; thence NORTHERLY in a line at right angles with the last course about Seventy-eight (78) feet to Saratoga Street; and thence SOUTHWESTERLY on Saratoga Street about One Hundred (100) feet to the place of beginning.

Attachment: Deed ES Niagara St. (Par.17) (1562 : Sale ES Niagara St. (Par.17))

{BoardName}

SCHEDULED

Meeting: 03/19/12 07:00 PM

Initiator: Chris Kulig

Sponsors: Mayor Domenic J. Sarno

DOC ID: 1569

Fire - Transfer from Health Insurance to Overtime (Mayor Sarno)

WHEREAS, to meet the expenses of the City of Springfield for the fiscal year commencing July 1, 2011 and ending June 30, 2012 (FY'12), pursuant to Mass. Gen. Laws Ch. 44 , Section 33B, and Chapter 468 of the Acts of 2008, the Chief Administrative and Financial Officer and his Honor the Mayor have requested authorization from the City Council to transfer the sum of \$325,000.00 from the HR/Labor Relations - Health/Life Insurance line item to the Fire Department, Overtime line item in order to reduce the Fire Department's Fiscal Year 2012 operating deficit, and

WHEREAS, the Human Resources/Labor Relations Director, whose Department is in control of the appropriation from which the transfer is proposed to be made, has approved this transfer, and

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

NOW THEREFORE BE IT ORDERED, that the City Council approves the transfer of the sum of \$325,000.00 from the HR/Labor Relations - Health/Life Insurance line item to the Fire Department, Overtime line item in order to reduce the Fire Department's Fiscal Year 2012 operating deficit and meet the expenses of the City of Springfield for Fiscal Year 2012.

From: HR/Labor Relations - Health/Life Insurance

0100-90-152-0000-0000-0010-000000-0000000-517010- \$325,000.00

To: Fire Department - Overtime

0100-20-220-2200-2204-0800-000000-0000000-506000- \$325,000.00

Springfield Fire Department - Headquarters
605 Worthington Street
Springfield, MA 01105-1112
413-750-2444 (Voice) / 413-787-6400 TTY
413-787-6432 (FAX)

Joseph A. Conant
Commissioner

To: Members of the City Council
From: Joseph A. Conant, Fire Commissioner
Date: March 13, 2012
Re: Budget deficit resolution
Cc: Mayor Sarno; Lee Erdmann; TJ Plante; LeeAnn Pasquini; Christopher Kulig; Eve Eichwald

Due to the projected deficit in the fire department budget for the remainder of Fiscal Year 2012, the following operational moves are to be implemented:

- One Fire Captain was moved from the Training Division to a vacant officer position in suppression to reduce overtime. This will have an impact on training as this officer was making major progress in our fire ground training operations.
- Beginning on March 26, 2012 I will be ordering up to two apparatus to be placed out of service as necessary to reduce our overtime expenditures. This will be accomplished by rotating apparatus out of service from the Indian Orchard station and the East Springfield station during day shifts only. This decision to use these stations is due to the call volume and also because they each have an engine and a ladder assigned; thus no station will be left unmanned for a shift. The decision to use day shifts only is because the risk to life and property is greater at night, especially between the hours of 11 pm and 7am and because we have support personnel we can use if necessary during the daytime.
- We are prepared to use firefighters from Prevention in order to keep an apparatus in service for a shift.
- I have ordered a major repair to our back-up ladder truck to be delayed until Fiscal Year 2013. This measure will save another \$25,000 in Fiscal Year 2012.
- I have placed a hold on all other discretionary spending.

As I stated previously, I would be remiss if I did not point out that these moves do come at a cost of providing the best protection possible to the citizens of Springfield in terms of longer response times, less trained firefighters and delays in repairs to fire apparatus.

As this plan is implemented, I will continue to constantly monitor the budget to determine whether it is sufficient or whether more drastic moves are necessary.

Please let me know any questions or comments you have on this issue.

Thank you.

Attachment: Fire Deficit Memo to City Council (1569 : Fire - Transfer from Health Insurance to Overtime)



City of Springfield

SCHEDULED

Meeting: 03/19/12 07:00 PM
Initiator: Chris Kulig
Sponsors: Mayor Domenic J. Sarno
DOC ID: 1568

2.4.4

Fire Dept - Transfer from OTPS to Overtime (Mayor Sarno)

WHEREAS, to meet the expenses of the City of Springfield for the fiscal year commencing July 1, 2011 and ending June 30, 2012 (FY'12), pursuant to Mass. Gen. Laws Ch. 44, Section 33B, and Chapter 468 of the Acts of 2008, the Chief Administrative and Financial Officer and his Honor the Mayor have requested authorization from the City Council to transfer the sum of \$25,000.00 from the Fire Department, Repair & Maintenance - Vehicles line item to the Fire Department, Overtime line item in order to reduce the Fire Department's Fiscal Year 2012 operating deficit, and

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

NOW THEREFORE BE IT ORDERED, that the City Council approves the transfer of the sum of \$25,000.00 from the Fire Department, Repair & Maintenance - Vehicles line item to the Fire Department, Overtime line item in order to reduce the Fire Department's Fiscal Year 2012 operating deficit and meet the expenses of the City of Springfield for Fiscal Year 2012.

From: Fire Department, Repair & Maintenance - Vehicles

0100-20-220-2200-2204-0800-000000-0000000-524010- \$25,000.00

To: Fire Department, Overtime

0100-20-220-2200-2204-0800-000000-0000000-506000- \$25,000.00

Springfield Fire Department - Headquarters
605 Worthington Street
Springfield, MA 01105-1112
413-750-2444 (Voice) / 413-787-6400 TTY
413-787-6432 (FAX)

Joseph A. Conant
Commissioner

To: Members of the City Council
From: Joseph A. Conant, Fire Commissioner
Date: March 13, 2012
Re: Budget deficit resolution
Cc: Mayor Sarno; Lee Erdmann; TJ Plante; LeeAnn Pasquini; Christopher Kulig; Eve Eichwald

Due to the projected deficit in the fire department budget for the remainder of Fiscal Year 2012, the following operational moves are to be implemented:

- One Fire Captain was moved from the Training Division to a vacant officer position in suppression to reduce overtime. This will have an impact on training as this officer was making major progress in our fire ground training operations.
- Beginning on March 26, 2012 I will be ordering up to two apparatus to be placed out of service as necessary to reduce our overtime expenditures. This will be accomplished by rotating apparatus out of service from the Indian Orchard station and the East Springfield station during day shifts only. This decision to use these stations is due to the call volume and also because they each have an engine and a ladder assigned; thus no station will be left unmanned for a shift. The decision to use day shifts only is because the risk to life and property is greater at night, especially between the hours of 11 pm and 7am and because we have support personnel we can use if necessary during the daytime.
- We are prepared to use firefighters from Prevention in order to keep an apparatus in service for a shift.
- I have ordered a major repair to our back-up ladder truck to be delayed until Fiscal Year 2013. This measure will save another \$25,000 in Fiscal Year 2012.
- I have placed a hold on all other discretionary spending.

As I stated previously, I would be remiss if I did not point out that these moves do come at a cost of providing the best protection possible to the citizens of Springfield in terms of longer response times, less trained firefighters and delays in repairs to fire apparatus.

As this plan is implemented, I will continue to constantly monitor the budget to determine whether it is sufficient or whether more drastic moves are necessary.

Please let me know any questions or comments you have on this issue.

Thank you.

Attachment: Fire Deficit Memo to City Council (1568 : Fire Dept - Transfer from OTPS to Overtime)



City of Springfield

SCHEDULED

2.4.5

Meeting: 03/19/12 07:00 PM

Initiator: LeeAnn Pasquini

Sponsors: Mayor Domenic J. Sarno

DOC ID: 1570

Landfill Closure Bond Authorization (Mayor Sarno)

That the City appropriates Four Million Nine Hundred Forty Five Thousand Eight Hundred Forty Seven Dollars (\$4,945,847) for the purpose of paying costs of landfill closure as may be required by the Massachusetts Department of Environmental Protection, including the payment of all costs incidental or related thereto. To meet this appropriation, the Treasurer, with the approval of the Mayor, is authorized to borrow said sum of money, pursuant to M.G.L. Chapter 44, Section 8(24), or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor.

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

City of Springfield
36 Court Street
Springfield, MA 01103



Finance Department

To: Mayor Sarno
From: TJ Plante
Date: March 12, 2012
Re: Bondi's Island Landfill Closure – Bond Authorization
Cc: Lee Erdmann, Al Chwalek, Ed Pikula, Pat Burns

Purpose: The purpose of this memo is to describe what is needed to secure funding for the Bondi's Island Landfill closure as required by the Department of Environmental Protection (DEP).

Background: The City of Springfield owns Bondi's island and deposits trash there on a daily basis. For any "owner" of a landfill, whether it's a municipality or private entity, the State DEP requires said entity to have a Financial Assurance Mechanism (FAM). A FAM is basically an insurance policy that pays for the proper closure of the landfill if the owning entity abandons it. To date, the City does not have an FAM and the DEP is pressuring to have one created.

Closure of the landfill is set to begin in FY12 with a need for \$495K. The closure will be complete in the year 2021.

The total cost of the landfill closure is currently estimated to be \$7 million. \$5 million is for capital costs and \$2 million is for annual monitoring costs that will be funded in the annual City budget for the enterprise fund. The total bond authorization being sought is \$5 million to cover the capital costs.

Recommendation: After consultation with our financial advisors, the City is submitting an order to authorize bonds for the total cost of the landfill closure. The debt will be issued at the time that costs are incurred. Therefore, debt payments will be made on the portion of the debt as it is issued and not on the full authorization.

Without an approved FAM, DEP will begin fining the City until compliance is met.

Lastly, the City also considered the following options but determined that issuing debt would be the most legal and cost effective way to address the FAM.

- Divert City Revenue and Savings to Landfill Fund – would eliminate operating revenue from the enterprise fund; development of a sinking fund is not legal by finance law.
- Covanta Liability – City Loses Revenue / Savings - would eliminate operating revenue from the enterprise fund.
- Sell Bondi's Island to Covanta - Loss of control of Bondi's; Could be giving up much needed landfill space to other communities.

**A BOND ORDER TO PAY COSTS OF LANDFILL CLOSURE AS MAY BE
REQUIRED BY THE MASSACHUSETTS DEPARTMENT OF
ENVIRONMENTAL PROTECTION**

**BE IT ORDERED, BY THE CITY COUNCIL OF THE CITY OF SPRINGFIELD
AS FOLLOWS:**

That the City appropriates Four Million Nine Hundred Forty Five Thousand Eight Hundred Forty Seven Dollars (\$4,945,847) for the purpose of paying costs of landfill closure as may be required by the Massachusetts Department of Environmental Protection, including the payment of all costs incidental or related thereto. To meet this appropriation, the Treasurer, with the approval of the Mayor, is authorized to borrow said sum of money, pursuant to M.G.L. Chapter 44, Section 8(24), or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor.

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



City of Springfield

SCHEDULED

Meeting: 03/19/12 07:00 PM
Initiator: Jennifer Winkler
Sponsors: Mayor Domenic J. Sarno
DOC ID: 1574

2.4.6

Feasibility Study and Schematic Design for the Proposed Reconstruction of the Elias Brookings Elementary School (Mayor Sarno)

A BOND ORDER TO PAY COSTS OF A FEASIBILITY STUDY AND SCHEMATIC DESIGN AS REQUIRED BY THE MASSACHUSETTS SCHOOL BUILDING AUTHORITY WITH RESPECT TO THE PROPOSED RECONSTRUCTION OF THE ELIAS BROOKINGS ELEMENTARY SCHOOL

That the City appropriates the amount of Six Hundred Thirteen Thousand Eight Hundred Thirty One Dollars (\$613,831) for the purpose of paying costs of a feasibility study and Schematic Design to assess the proposed reconstruction of the Elias Brookings Elementary School, located at 367 Hancock Street in Springfield, including the payment of all costs incidental or related thereto (the "Project"), and for which the City may be eligible for a grant from the Massachusetts School Building Authority ("MSBA"), said amount to be expended under the direction of the School Building Committee. To meet this appropriation, the Treasurer, with the approval of the Mayor, is authorized to borrow said sum of money, pursuant to M.G.L. Chapter 44, or pursuant to any other enabling authority. The City acknowledges that the MSBA's grant program is a non-entitlement, discretionary program based on need, as determined by the MSBA, and any project costs the City incurs in excess of any grant approved by and received from the MSBA shall be the sole responsibility of the City, and that the amount of borrowing authorized pursuant to this order shall be reduced by any grant amount set forth in the Feasibility Study Agreement that may be executed between the City and the MSBA. The City acknowledges that any amounts received from the Federal Emergency Management Agency or the Massachusetts Emergency Management Agency on account of the Project shall be applied first to reduce MSBA-eligible costs of the Project, and the remaining amount of MSBA-eligible costs of the Project shall be apportioned between the MSBA and the City according to the applicable reimbursement rate applicable to the Project, as determined by the MSBA.

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

City of Springfield
36 Court Street
Springfield, MA 01103



Finance Department

To: Mayor Sarno
From: TJ Plante
Date: March 13, 2012
Re: Feasibility Study and Schematic Design for Elias Brookings Elementary – Bond Authorization
Cc: Lee Erdmann, Rita Coppola, Pat Burns

Purpose: The purpose of this memo is to describe the steps needed to secure funding for the Feasibility Analysis and Schematic Design for Elias Brookings Elementary Schools as required by the Massachusetts School Building Authority (MSBA).

Background: Brookings School suffered substantial damage from the June 1st tornado. Brookings School was deemed structurally sound but suffered substantial damage to the building envelope, windows and interior walls. Reconstruction of Brookings is necessary in order to comply with current school building codes for its 305 students. The City needs to authorize bonds for the total amount of this project before any reimbursement can be requested. The City continues to work with FEMA, MEMA and MSBA to ensure proper procedure are met and maximum funding and assistance is being sought.

Currently the City has approval from MSBA to proceed with the first phase of planning documents up to the Schematic Design phase. Documents are expected to be completed shortly.

The total cost of the feasibility and schematic design phase is \$613,831. The City can expect 80% reimbursement from MSBA for these costs. The total bond authorization being sought is \$613,831 to cover the total planning document costs.

Recommendation: After consultation with our financial advisors, the City is submitting an order to authorize bonds for the total cost of the Feasibility and Schematic Design Phase for Reconstruction of Elias Brookings Elementary School. The debt will be issued at the time that costs are incurred. Therefore, debt payments will be made on the portion of the debt as it is issued and not on the full authorization.

**A BOND ORDER TO PAY COSTS OF A FEASIBILITY STUDY AND
SCHEMATIC DESIGN AS REQUIRED BY THE MASSACHUSETTS SCHOOL
BUILDING AUTHORITY WITH RESPECT TO THE PROPOSED
RECONSTRUCTION OF THE ELIAS BROOKINGS ELEMENTARY SCHOOL**

That the City appropriates the amount of Six Hundred Thirteen Thousand Eight Hundred Thirty One Dollars (\$613,831) for the purpose of paying costs of a feasibility study and Schematic Design to assess the proposed reconstruction of the Elias Brookings Elementary School, located at 367 Hancock Street in Springfield, including the payment of all costs incidental or related thereto (the "Project"), and for which the City may be eligible for a grant from the Massachusetts School Building Authority ("MSBA"), said amount to be expended under the direction of the School Building Committee. To meet this appropriation, the Treasurer, with the approval of the Mayor, is authorized to borrow said sum of money, pursuant to M.G.L. Chapter 44, or pursuant to any other enabling authority. The City acknowledges that the MSBA's grant program is a non-entitlement, discretionary program based on need, as determined by the MSBA, and any project costs the City incurs in excess of any grant approved by and received from the MSBA shall be the sole responsibility of the City, and that the amount of borrowing authorized pursuant to this order shall be reduced by any grant amount set forth in the Feasibility Study Agreement that may be executed between the City and the MSBA. The City acknowledges that any amounts received from the Federal Emergency Management Agency or the Massachusetts Emergency Management Agency on account of the Project shall be applied first to reduce MSBA-eligible costs of the Project, and the remaining amount of MSBA-eligible costs of the Project shall be apportioned between the MSBA and the City according to the applicable reimbursement rate applicable to the Project, as determined by the MSBA.

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



Massachusetts School Building Authority

Steven Grossman
Chairman, State Treasurer

Katherine P. Craven
Executive Director

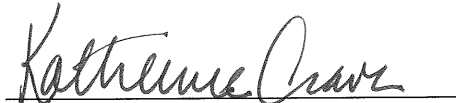
Massachusetts School Building Authority
40 Broad Street, Conference Center, 2nd Floor, Boston, MA 02109
Meeting of the Board of Directors
November 16, 2011

Vote on Moving the City of Springfield to Schematic Design

VOTED: That the Board of Directors hereby authorizes the Executive Director to do all acts and things necessary, execute and deliver any and all documents and agreements, and expend funds as deemed appropriate by the Executive Director to assist the City of Springfield with, in concept, the development of schematic designs for the renovations to the Elias Brookings Elementary School, subject to the condition that the MSBA shall be the payer of last resort and other conditions as further described in the materials presented to the Board and attached hereto, in accordance with G.L. c. 70B and 963 CMR 2.00 *et seq.* and all other guidelines and policies of the Authority.

By a vote of 7 votes for and 0 against, with 0 abstaining.

A true record attest:


Katherine P. Craven, Secretary

Dated this 16th day of November, 2011.

Attachment: Springfield_Brooking - SD Vote (1574 : Feasibility and Schematic Design for Brookings)

District: City of Springfield
 School Name: Elias Brookings Elementary School
 Mary Dryden Veterans Memorial Elementary School
 Recommended Category: Preferred Schematic
 Date: November 9, 2011

Recommendation

That the Executive Director be authorized to approve the City of Springfield to proceed into schematic design for renovations within the existing footprint of the Elias Brookings Elementary School and for an addition and renovation project at the Mary Dryden Veterans Memorial School.

District Information	
District Name	City of Springfield
Early Childhood Center	1 – Margaret C. Ells (PK-1)
K-12 Facility	1 – Springfield Academy for Excellence (K-12)
Elementary/Middle Schools	12 – PK-5 Schools 18 – K-5 Schools 1 – PK-8 School
Middle Schools	7 – 6-8 Schools
Middle/High School	1 – 6-12 School
High Schools	4 – 9-12 Schools

MSBA Board Votes	
Preferred Schematic Authorization	November 16, 2011
Project Scope & Budget Authorization	TBD
Reimbursement Rate Before Incentives	80.00%

School Information		
School Name	Elias Brookings School	Mary Dryden Veterans Memorial
Type of School	Elementary School	Elementary School
Grades Served	PK-5	PK-5
Year Opened	1925	1953
Total Building Square Footage	59,769	38,850
Building Issues	- Envelope - Structural - Windows - Interior Corridor walls - Electrical systems	- Envelope - Structural - Windows - Interior Corridor walls - Ceilings

	(minor) - Plumbing systems (minor) - Fire protection systems (minor) - Roof	- Floors - Roof
2010-2011 Enrollment	255 + PreK	305 + PreK

Consultants	
Owner's Project Manager	Arcadis
Designer	Drummey Rosane Anderson, Inc.

Discussion

On June 1, 2011, a tornado struck portions of western Massachusetts, including the City of Springfield, causing damage to two schools within the District; the Elias Brookings Elementary School and the Mary Dryden Veterans Memorial Elementary School. The City moved quickly to assess the building damage through the use of existing task order contracts, assembling a team of architects to visit the buildings and develop short-term recommendations for repairs and conceptual options for long-term solutions.

The team first visited the Elias Brookings Elementary School and the Mary Dryden Veterans Memorial on June 2, 2011. The Brookings, although structurally sound, suffered substantial damage to the exterior envelope, roof, parapet and windows, and to some interior walls. The majority of the heavy damage to the Mary Dryden Veterans Memorial Elementary School was contained to the north wing, which houses 6 classrooms. The roof was completely torn off this section of the building, and the City's design team determined that the wing was structurally unsound and would need to be demolished. There was also water damage in the main part of the school, and repair work was needed to some sections of the floor, ceilings, and walls before students could be allowed back into the facility.

The City sent the Brookings and Dryden students to other local schools for the remainder of the 2010-2011 academic year. As part of its short-term plan, the City moved quickly to provide repairs at the Dryden, including demolition of the north wing, and to lease and install portable classrooms for both the Dryden (4 portables required to supplement the main building) and the Brookings (28 portable classrooms required to house all of the students because the building could not be occupied without significant renovation). As part of its budget development, the City forecast that the portables at the Dryden would be required for one school year, while the portables at the Brookings will need to be leased for two years.

Since June, the City has been working to establish budgets for each project and meeting with Federal Emergency Management Agency (FEMA) to complete FEMA's Project Worksheets to determine what part of the each of the school projects will be eligible under FEMA guidelines. The City has confirmed with FEMA that portions of the work at both the Dryden and Brookings are eligible for reimbursement. The City will need to wait for the final review from FEMA before it knows the funding level. As the City now has received approval from FEMA that its projects are eligible, and City officials have been able to confirm with FEMA that its funding level will not be affected by the MSBA's participation, staff recommend that the City be invited to begin its

collaboration with the MSBA to renovate both the Dryden and the Brookings School. The City understands that the MSBA's participation is as the payer of last resort and that the MSBA will not participate in any costs that will be reimbursed by FEMA or any other third party.

The City intends to replace the classroom wing at the Dryden and renovate the main portion of the building as required by code and to complete any necessary repairs to house approximately 255 K-5 students plus Pre-K. The City intends to renovate the Brookings School within its existing footprint (except as may be required to add an elevator) to house approximately 305 K-5 students plus Pre-K. Staff will work with the City to understand the existing conditions analysis and proceed with the preferred solutions at each of the schools.

Based on the information that MSBA has received from Springfield, staff recommends that the City of Springfield be approved to proceed into schematic design for renovations to the Elias Brookings Elementary School and for an addition and renovation project at the Mary Dryden Veterans Memorial School, subject to the following conditions and limitations:

The City of Springfield shall continue to work with FEMA and the Massachusetts Emergency Management Agency ("MEMA") and provide any and all information that FEMA and/or MEMA may require or request, to ensure and maximize FEMA funding and assistance for the proposed projects at the Dryden Memorial Elementary School and the Brookings Elementary School; and

The City must receive approval from FEMA for a grant or grants that result in FEMA reimbursing the City for 75% of all FEMA-eligible project costs for the proposed Dryden School and Brookings School projects; and

Any MSBA participation in the proposed Dryden School project and/or the proposed Brookings School project beyond preferred schematic design shall require an affirmative vote of the MSBA's Board of Directors; and

Pursuant to the MSBA's regulations, 963 CMR 2.09 (6), the total amount of FEMA funding and any other third-party funding shall be deducted from the total amount of MSBA-eligible project costs, and the remaining amount of eligible project costs shall be apportioned between the MSBA and City according to the applicable reimbursement rate, as determined by the MSBA.

Massachusetts School Building Authority

Steven Grossman
Chairman, State Treasurer

Katherine P. Craven
Executive Director

November 16, 2011

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

*Great job!
Great working with you!*

Re: Elias Brookings School
Mary Dryden Veteran's Memorial School

Dear Mayor Sarno: *Mr. Mayor*

I am pleased to report that, based on a review of the City of Springfield's Emergency Statements of Interest, the Board of the Massachusetts School Building Authority (the "MSBA") voted to approve the City to proceed into schematic design for a renovation project at the Elias Brookings Elementary School and an addition and renovation project at the Mary Dryden Veterans Memorial School, subject to the following conditions and limitations:

- The City of Springfield shall continue to work with Federal Emergency Management Agency ("FEMA") and the Massachusetts Emergency Management Agency ("MEMA") and provide any and all information that FEMA and/or MEMA may require or request, to ensure and maximize FEMA funding and assistance for the proposed projects at the Dryden Memorial Elementary School and the Brookings Elementary School; and
- The City must receive approval from FEMA for a grant or grants that result in FEMA reimbursing the City for 75% of all FEMA-eligible project costs for the proposed Dryden School and Brookings School projects; and
- Any MSBA participation in the proposed Dryden School project and/or the proposed Brookings School project beyond preferred schematic design shall require an affirmative vote of the MSBA's Board of Directors; and
- Pursuant to the MSBA's regulations, 963 CMR 2.09 (6), the total amount of FEMA funding and any other third party funding shall be deducted from the total amount of MSBA-eligible project costs, and the remaining amount of eligible project costs shall be apportioned between the MSBA and the City according to the applicable reimbursement rate, as determined by the MSBA.

It is my understanding that the City of Springfield, anticipates seeking community approval for the above-mentioned Proposed Projects after the FEMA Project Worksheets have been approved and the City has gained a better understanding of the reimbursement it will receive for each facility. It is critical that the City, in conjunction with its Owner's Project Manager and Designer, submit a schedule to the MSBA as soon as possible, which should include: the work plan to complete all of the required documentation for presentation to the MSBA's Board of Directors at a future Board meeting; the date of the City Council meetings at which the Proposed Project will be considered; and the anticipated design and construction schedule. We have attached a listing of the remaining deliverables for your use in preparing this schedule.

We will be contacting you soon to discuss these next steps in more detail, but in the meantime, I want to share with you the Board's vote to approve the City of Springfield to proceed into schematic design for renovations within the existing footprint of the Elias Brookings Elementary School and for an addition and renovation to the Mary Dryden Veterans Memorial School.

I look forward to continuing to work with you as the MSBA's grant program progresses. As always, feel free to contact me or my staff at (617) 720-4466 should you have any questions.

Sincerely yours,



Katherine Craven
Executive Director

Cc: Senator Gale Candaras
Senator James Welch
Representative Brian Ashe
Representative Cheryl Coakley-Rivera
Representative Sean Curran
Representative Michael Finn
Representative Thomas Petrolati
Representative Angelo Puppola, Jr.
Representative Benjamin Swan
Denise R. Jordan, Chief of Staff, Mayor Sarno's Office
Jose Tosado, President, Springfield City Council
Denise Hurst, Vice-Chair, Springfield School Committee
Dr. Alan Ingram, Superintendent, Springfield Public Schools
Richard Sitnik, Owner's Project Manager, Arcadis U.S., Inc.
Vladimir Lyubetsky, Designer, Drummey Rosane Anderson, Inc.
Rita Coppola, Director of Capital Asset Construction, City of Springfield
File: Letters 10.2 (Region 1)

Exhibit B
City of Springfield – Elias Brookings School
Schedule of Deliverables – November 16, 2011

Deliverable	Status/ Received
Initial Compliance Certification	Still Required
School Building Committee	Still Required
Local Vote Authorization	Still Required
Mass. Historical Commission Approval	Still Required
Enrollment Questionnaire	Still Required
Executed Enrollment Certification	Still Required
Educational Space Summary	Still Required
OPM Selection	N/A
Executed MSBA Standard OPM Contract	Still Required
Designer Selection	N/A
Executed MSBA Designer Standard Contract	Still Required
MSBA Educational Space Template	Still Required
Preliminary Evaluation of Alternatives	Complete
Budget Statement for Preferred Schematic Design	Still Required
Recommendation of Preferred Schematic Design	Complete
Final Design Program for Preferred Schematic Design	Still Required
Schematic Building Floor Plans	Still Required
Room Data Sheets	Still Required
A letter from the Superintendent demonstrating SPED compliance with Chapters 70 and 71B	Still Required
Schematic Exterior Building Elevations	Still Required
Mass. DESE Special Education Space Approval Letter	Still Required
Narrative Building Systems Descriptions	Still Required
Preliminary Summary of Ineligible Spaces	Still Required
Construction Systems: Outline of Specifications	Still Required
MA-CHPS Scorecard	Still Required
Furnishings, Fixtures & Equipment Specification and Estimate	Still Required
Value Engineering Plan for Detailed Design	Still Required
Total Project Budget/MSBA Form 3011	Still Required
Construction Estimate Unifomat II, Level 3	Still Required
Project Cash Flow	Still Required
Project Schedule	Still Required

Exhibit B
City of Springfield – Mary Dryden Veteran’s Memorial School
Schedule of Deliverables – November 16, 2011

Deliverable	Status/ Received
Initial Compliance Certification	Still Required
School Building Committee	Still Required
Local Vote Authorization	Still Required
Mass. Historical Commission Approval	Still Required
Enrollment Questionnaire	Still Required
Executed Enrollment Certification	Still Required
Educational Space Summary	Still Required
OPM Selection	N/A
Executed MSBA Standard OPM Contract	Still Required
Designer Selection	N/A
Executed MSBA Designer Standard Contract	Still Required
MSBA Educational Space Template	Still Required
Preliminary Evaluation of Alternatives	Complete
Budget Statement for Preferred Schematic Design	Still Required
Recommendation of Preferred Schematic Design	Complete
Final Design Program for Preferred Schematic Design	Still Required
Schematic Building Floor Plans	Still Required
Room Data Sheets	Still Required
A letter from the Superintendent demonstrating SPED compliance with Chapters 70 and 71B	Still Required
Schematic Exterior Building Elevations	Still Required
Mass. DESE Special Education Space Approval Letter	Still Required
Narrative Building Systems Descriptions	Still Required
Preliminary Summary of Ineligible Spaces	Still Required
Construction Systems: Outline of Specifications	Still Required
MA-CHPS Scorecard	Still Required
Furnishings, Fixtures & Equipment Specification and Estimate	Still Required
Value Engineering Plan for Detailed Design	Still Required
Total Project Budget/MSBA Form 3011	Still Required
Construction Estimate Unifomat II, Level 3	Still Required
Project Cash Flow	Still Required
Project Schedule	Still Required



City of Springfield

SCHEDULED

Meeting: 03/19/12 07:00 PM
Initiator: Kathy Breck
Sponsors: Mayor Domenic J. Sarno
DOC ID: 1575

2.4.7

Order Approving Intergovernmental Agreement (Mayor Sarno)

CITY OF SPRINGFIELD

In the City Council

March 19, 2012

WHEREAS, The City's Department of Public Works operates a fuel dispensing program for City vehicles at the Municipal Operations Center on Tapley Street; and

WHEREAS, Springfield Housing Authority (SHA) has requested that the City agree to allow the SHA to use the City's fuel dispensing program for its SHA-owned vehicles, for which the SHA would compensate the City for the fuel dispensed and administrative expenses related to this use, as further described in the draft "*Central Motor Fueling Agreement between the City of Springfield and the Springfield Housing Authority*" ("Agreement") which is attached hereto as Exhibit A; and

WHEREAS, under Mass. Gen. Laws ch. 121B, sec. 23, the City is authorized to enter into an agreement to provide services to authorities such as the SHA, and such contracts are not subject to procurement laws; and

WHEREAS, Massachusetts General Laws chapter 40, section 4A requires that the City Council and the Mayor approve an intergovernmental agreement; and

NOW THEREFORE BE IT ORDERED, pursuant to Massachusetts General Laws chapter 40, section 4A, that the City Council approves the "*Central Motor Fueling Agreement between the City of Springfield and the Springfield Housing Authority*" in substantially the same form as the draft contract attached hereto as Exhibit A, subject to the approval of the Mayor.

EXHIBIT A**CENTRAL MOTOR FUELING
AGREEMENT BETWEEN
CITY OF SPRINGFIELD
AND
SPRINGFIELD HOUSING AUTHORITY**

Whereas, the City of Springfield, MA. (hereinafter "City") owns and operates a motor vehicle fuel station on Tapley Street in Springfield for the purpose of providing a central fueling facility for the City and its motor vehicles;

Whereas, the Springfield Housing Authority (hereinafter "SHA") is desirous of utilizing the central motor fueling facility for the purpose of supplying its vehicles with gasoline and diesel fuel for the day to day operations of its fleet;

Whereas, the City is desirous of permitting the SHA to utilize the central motor facility to supply fuel to its vehicles for the day to day operation of its fleet.

Whereas, the City and SHA acknowledge that this is an intergovernmental agreement authorized by Mass. Gen. Laws ch. 121B, sec. 23 and the decision to enter into this agreement shall be subject to the approval of the City Council pursuant to Mass. Gen. Laws ch. 40, sec. 4A;

Now, therefore, in consideration of the mutual promises contained herein and other valuable considerations, the City and SHA agree as follows:

1. The SHA agrees to provide to the City an accurate SHA vehicle count and update said count as needed but at a minimum on a yearly basis.
2. The City will charge SHA a \$10.00 per vehicle one time fee for a key system for the gas station. The same fee will apply should there be a need to replace a lost key. The City will also charge SHA a monthly administrative fee in the amount of \$100.00, or \$1,200.00 annually, for the term of this agreement.
3. The SHA agrees to pay to the City for the volume of gasoline or diesel fuel that the SHA vehicles receive on the meter at the fuel dispenser on Tapley Street.
4. SHA shall make monthly payments to the City within thirty (30) days after receipt of an invoice from the City for the fuel dispensed. The exact account where payment shall be made shall be determined by the Department of Public Works and the City of Springfield Finance Department.
5. The City shall charge SHA the cost of fuel calculated as follows:

Equal to the per gallon charge which the Department of Public Works charges all City vehicles. Both parties acknowledge and understand that the price of gasoline and diesel fuel is subject to regular fluctuations in the market price.

6. In order to provide sufficient financial safeguards for all participants, all participants shall retain accurate and comprehensive records of services performed, costs incurred, and reimbursements and contributions received for at least seven years after the termination of this contract. The parties are required to exchange, at least annually, financial statements as to all participants.

7. To the extent applicable, all bills and payrolls submitted for work done under this agreement shall be plainly marked to indicate that the work was done under authority thereof. Any reimbursement for or contribution toward the cost of such work shall be made at such intervals as the agreement provides. The amount of reimbursement received under any such agreement by any governmental unit shall be credited on its books to the account of estimated receipts, but any funds received under the provisions of section fifty-three A of chapter forty-four for contribution toward the cost of such work may be expended in accordance with the said provisions. The equipment and employees of a governmental unit while engaged in performing any such service, activity or undertaking under such an agreement shall be deemed to be engaged in the service and employment of such unit, notwithstanding such service, activity or undertaking is being performed in or for another governmental unit or units.

8. SHA shall have the right to audit the City records for the purchase of fuel, provided however that a request to audit said records must be filed in writing with the Director of the City Finance Department and that the cost of said audit shall be borne by the SHA. The City shall schedule the audit for the earliest practical date and shall so notify SHA, in writing, at least five (5) days in advance of said date.

9. The parties agree that the calculation of fuel costs shall be subject to review annually. The City will provide a monthly invoice indicating the amount of fuels dispensed, the cost per unit, and total charge for fuel. The City will attach a copy of the Department of Public Work's Main Detail Report by SHA vehicle to the SHA as part of the monthly fuel billing process. The monthly invoice and report will be sent to Nicole Contois, Deputy Director at SHA, 25 Saab Court, Springfield, Massachusetts, 01101 for review and processing.

10. If a dispute exists between the SHA and the City relative to the amount of fuel dispensed, the City shall continue to supply fuel to SHA pending adjudication of the dispute and completion of the notice requirements herein.

11. The SHA designates Nicole Contois, Deputy Director, and the City designates Lee Erdmann, CAFO as liaisons for this contract.

12. The City shall notify SHA reasonably in advance of any changes in operating schedules or practices which will significantly affect the dispensing of fuel at the facility. SHA shall have access to the facility from 12:00 noon to 4:30 P.M. seven days a week for the dispensing of fuel.

13. The term of this Agreement is for three (3) years, with an option to renew for an additional two year period, subject to termination upon written notice by either party ninety (90) days in advance of the expiration of the original term or any subsequent term. This Agreement may be terminated by either party upon ninety (90) days written notice to the other party for any reason or no reason.

14. This Agreement shall commence as of the date the same is: (i) approved by the Springfield City Council, (ii) approved by the Springfield Housing Authority Board of Commissioners; and (iii) executed by the authorized representatives of the parties listed on the signature page hereto. The Agreement may be represented by two or more original duplicate counterparts.

15. This Agreement will be interpreted and governed by the laws of the Commonwealth of Massachusetts.

16. If any provision of this agreement is unenforceable by reason of operation of law, it shall not affect the enforceability of the remainder of the Agreement.

17. Any notice to the City required under this Agreement shall be sent by certified mail, return receipt requested to the Director of the City of Springfield Department of Public Works, 70 Tapley Street, Springfield, MA 01104 and any notice to the SHA shall be sent by certified mail, return receipt requested to William H. Abrashkin, Executive Director, Springfield Housing Authority, 25 Saab Court, Springfield, MA.

18. This agreement shall be construed as an instrument executed under seal.

IN WITNESS WHEREOF, this Agreement is executed on behalf of the parties hereto by their duly authorized officers as of the day and year written above.

CITY OF SPRINGFIELD:

SPRINGFIELD HOUSING AUTHORITY:

By: _____
Allan R. Chwalek
Director, Department of Public Works

By: _____
William H. Abrashkin, Executive Director

Approved as to appropriation: NA

City Comptroller

Springfield Housing Authority
Board of Commissioners

APPROVED:

By: _____
DOMENIC J. SARNO
MAYOR
Date signed: _____

By: _____

APPROVED AS TO FORM

City Solicitor

APPROVED AS TO FORM

SHA Legal Counsel

Reviewed:

Chief Administrative and
Financial Officer

U:\WP80\S\Springfield Housing Authority\forms\Central Fueling Agreement 12-01-30.doc



City of Springfield

SCHEDULED

Meeting: 03/19/12 07:00 PM

Initiator: Kathy Breck

Sponsors: Mayor Domenic J. Sarno

DOC ID: 1576

2.4.8

Order Approving the Transfer of Property (Mayor Sarno)

CITY OF SPRINGFIELD
In the City Council March 19, 2012

AUTHORIZATION TO SELL THE NORRIS J. QUINN FIRE TRAINING CENTER TO THE COMMONWEALTH OF MASSACHUSETTS FOR USE AS A STATE FIRE TRAINING CENTER

WHEREAS, the City of Springfield, MA., owns the Norris J. Quinn Fire Training Center ("Fire Training Center") located at 100 Grochmal Avenue in Springfield, MA.; and

WHEREAS, the Commonwealth of Massachusetts, acting by and through the Division of Capital Asset Management and Maintenance (DCAM), desires to purchase the Fire Training Center for use by the Commonwealth of Massachusetts Department of Fire Services as a state Fire Training Center; and

WHEREAS, the City has negotiated a "Purchase and Sale Agreement" with DCAM (attached as Exhibit A), agreeing to sell the Fire Training Center to the Commonwealth for \$2 million dollars (\$2,000,000.00), subject to the terms of a "Memorandum of Agreement" with the Department of Fire Services, allowing the Springfield Fire Department to use office space, classroom and drillyard training facilities at the Fire Training Center for the next 20 years, without paying rent (see Exhibit #1 to Exhibit A); and

WHEREAS, in a letter dated March 6, 2012 (attached as Exhibit B), DCAM Commissioner Carole J. Cornelison offered to purchase the Fire Training Center from the City for \$2 million dollars, on the terms and conditions of the Purchase and Sale Agreement, and subject to the terms of the Memorandum of Agreement, in substantially the same forms as the draft documents attached hereto as Exhibit A and Exhibit #1 to Exhibit A; and

WHEREAS, subject to the terms and conditions of the Purchase and Sale Agreement and the terms of the Memorandum of Agreement described herein, the City Council hereby declares the Fire Training Center available for disposition to DCAM, for the purpose of its use as a State Fire Training Center by the Department of Fire Services; and

NOW THEREFORE BE IT ORDERED, pursuant to Mass. Gen. Laws ch. 40, sec. 3, that the Mayor be and is hereby authorized in the name of and on behalf of the City of Springfield to (i) execute and deliver a quitclaim deed to the Commonwealth of Massachusetts, Division of Capital Asset Management and Maintenance, in substantially the same form as the draft Deed attached hereto as Exhibit C, for the transfer of title to the Norris J. Quinn Fire Training Center at 100 Grochmal Avenue (Assessor's Parcel IDs #06085-0005 and #06085-0007) for consideration of Two Million Dollars (\$2,000,000.00), and pursuant to the terms of the Purchase and Sale Agreement and subject to the terms of the Memorandum of Agreement, in substantially the same form as the draft documents attached hereto as Exhibit A and Exhibit #1 to Exhibit A; and (ii) to file all necessary disclosures regarding this sale as required by law.

EXHIBIT #A**PURCHASE AND SALE AGREEMENT**

Agreement dated as of the date of the last execution below by and between the City of Springfield, Massachusetts, a body corporate and politic, as seller (the "Seller"), and the Commonwealth of Massachusetts, acting by and through its Division of Capital Asset Management and Maintenance ("DCAM") on behalf of the Department of Fire Services ("DFS"), as buyer (the "Buyer").

1. AGREEMENT; PREMISES. In consideration of the mutual promises expressed in this Agreement, the Seller agrees to sell and the Buyer agrees to buy the land containing 6.655± acres known and numbered as 100 Grochmal Avenue, Springfield, Massachusetts, together with the buildings and structures, including without limitation the burn building, located thereon (collectively, the "Premises"), on the terms and conditions set forth in this Agreement. The Premises include all rights appurtenant to said land, if any.

2. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES. Included in the sale as a part of the Premises are the buildings, structures, and improvements now thereon, and the fixtures used in connection therewith, including, if any, all venetian blinds, window shades, screens, screen doors, storm windows and doors, awnings, shutters, furnaces, heaters, heating equipment, stoves, ranges, oil and gas burners and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures, garbage disposers, electric and other lighting fixtures, outside television antennas, fences, gates, trees, shrubs, plants, refrigerators, air conditioning equipment, ventilators and dishwashers located on or in the Premises. All appliances located at the premises to remain for the benefit of the Buyer at no additional cost.

3. TITLE AND DEED. The Premises are to be conveyed by a good and sufficient quitclaim deed (the "Deed") running to Buyer, and the Deed shall convey a good and clear record, marketable and insurable (at ordinary premium rates) title thereto, free from encumbrances, except:

- (a) Provisions of existing building and zoning laws;
- (b) Such taxes for the then current tax fiscal year as are not due and payable on the date of the delivery of the Deed;
- (c) Restrictions, covenants, rights and easements, including without limitation utility easements, restrictions and other matters of record as of the date of this Agreement that the Buyer, in its sole discretion, determines do not interfere with the current or any intended use of the Premises, the Seller agreeing not to suffer or to create any new restrictions, covenants, rights or easements after its execution of this Agreement.

Without limitation of the provisions of this Paragraph 3, the Premises shall not be considered to be in compliance with the provisions of this Agreement with respect to title unless:

- (i) All buildings, structures and improvements (including, without limitation, parking areas, driveways, septic systems, and utilities), and all means of access to the Premises shall be wholly within the lot lines of the Premises and shall not encroach upon or under any property not within such lot lines;
- (ii) No building, structure, improvement or property of any kind encroaches upon or under the Premises from any other premises;

(iii) The Premises abut a public way, duly laid out or accepted as such by the town or city in which the Premises are located, and the Premises have a legal right of access and egress, through all existing driveways on the Premises, to and from said public way;

(iv) The Premises are served by municipal water and sewer, and by telephone, gas, cable television, and electric services of public utilities, all provided to the Premises directly from a public way; and

The Deed shall be provided to the Buyer by Seller for review and approval at least 10 days prior to the closing.

4. **PLANS.** If the Deed refers to a plan necessary to be recorded therewith, Seller shall deliver such plan with the Deed in form adequate for recording or registration at the time of delivery of the Deed.

5. **REGISTERED TITLE.** If title to the Premises is registered, the Deed shall be in form sufficient to entitle the Buyer to a Certificate of Title of the Premises, and the Seller shall deliver with the Deed all instruments, if any, necessary to enable Buyer to obtain such Certificate of Title.

6. **PURCHASE PRICE.** The agreed purchase price for the Premises is Two Million Dollars (\$2,000,000.00), all of which is to be paid at the time of delivery of the Deed by the Buyer's attorney's check or wire transfer.

7. **TIME FOR PERFORMANCE; DELIVERY OF DEED.** The Deed is to be delivered at 11:00 o'clock A.M. on the _____ day of _____, 2012 (the "Closing"), at the Hampden County Registry of Deeds, or at Buyer's election, at the office of Buyer's attorney, unless otherwise agreed upon in writing. Customary escrow arrangements (including the retention of the entire purchase price in escrow by an escrow agent selected by agreement of the parties shall prevail from the time of closing until the Deed is recorded forthwith. Any other escrow arrangements shall be by mutual agreement.

8. **POSSESSION AND CONDITION OF PREMISES; ONGOING USE.** Subject to the terms and conditions of this Agreement, full possession of the Premises, free of all tenants and occupants, is to be delivered at the time of delivery of the Deed, the Premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted; (b) not in violation of building and zoning laws, or any environmental laws, or any other applicable law; (c) free of all personal property of Seller and broom-clean, and with all grounds well maintained; and (d) in compliance with the provisions of any instrument referred to in Paragraph 3 hereof. Buyer shall be entitled to inspect the Premises prior to delivery of the Deed in order to determine whether the condition thereof complies with the terms of this paragraph.

Notwithstanding the foregoing, the Springfield Fire Department ("SFD") may continue to occupy the Premises in accordance with the document entitled "Terms for Springfield Fire Department (SFD) Use of Space at MA Department of Fire Services (DFS) Western MA Fire Academy, Revised 4.15.11" attached to this Agreement as Exhibit #1 (the "Term Sheet") and in accordance with any agreement or other document or documents hereafter entered into by the Buyer and the Seller, implementing provisions of the Term Sheet.

9. **EXTENSION TO PERFECT OR MAKE PREMISES CONFORM, ETC.** If at the time of delivery of the Deed Seller shall be unable to give title or to make conveyance, or to deliver possession of the Premises in accordance with the provisions of this Agreement, or if the Premises do not conform with the provisions hereof, or if Seller has not fulfilled any agreement of Seller herein, or if any warranty or representation of Seller herein is not true, all as herein agreed, then Seller shall use best efforts to remove any defects in title, or to make conveyance, or to deliver possession as provided herein, or to make the Premises conform to the provisions hereof, or to fulfill and satisfy all of Seller's agreements, representations and warranties herein, as the case may be, in which event the time for performance hereof shall be extended for a period of 45 days.

10. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, ETC. If at the expiration of the extended time, after having used best efforts as provided above, Seller shall have failed so to remove any defects in title, to make conveyance, to deliver possession, to make the Premises conform, or to fulfill and satisfy all of Seller's agreements, representations and warranties herein, as the case may be, all as herein agreed, then any payments made under this Agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto; provided, however, that if Seller shall have failed to use best efforts as provided in Paragraph 9 above, then Buyer shall have all rights and remedies available to Buyer under applicable law (both in law and in equity) for Seller's such failure to fulfill Seller's agreement to use best efforts as aforesaid.

11. BUYER'S ELECTION TO ACCEPT TITLE Notwithstanding any provision above to the contrary (and in addition to, and not in lieu of, Buyer's rights and remedies set forth in the proviso clause at the end of Paragraph 10, which shall survive the closing hereunder), Buyer shall have the election, at either the original or any extended time for performance, to accept such title as Seller can deliver to the Premises in its then condition and to pay therefor the purchase price without deduction, in which case Seller shall convey such title, except that in the event of such conveyance in accordance with the provisions of this paragraph, if the Premises shall have been damaged by fire or casualty insured against or shall have been reduced by any taking (other than a taking by Buyer), then Seller shall, unless Seller has previously restored the Premises to their former condition, either (a) pay over or assign to Buyer, on delivery of the Deed, all amounts recovered or recoverable on account of such insurance or such taking, less any amounts reasonably expended by Seller for any partial restoration; or (b) if a holder of a mortgage on the Premises shall not permit the insurance or taking proceeds or a part thereof to be used to restore the Premises to their former condition or to be so paid over or assigned, give to Buyer a credit against the purchase price, on delivery of the Deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by Seller for any partial restoration.

12. ACCEPTANCE OF DEED The acceptance of the Deed by Buyer shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after delivery of the Deed, or to survive delivery of the Deed hereunder.

13. USE OF PURCHASE MONEY TO CLEAR TITLE To enable Seller to make conveyance as herein provided, Seller shall, at the time of delivery of the Deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of the Deed, except that the discharge of a mortgage granted to an institutional lender may be delivered after delivery of the Deed in accordance with customary conveyancing procedures if arrangements satisfactory to Buyer's attorney to obtain said discharge (including, without limitation, receipt by Buyer's attorney of a so-called payoff letter from the lender) are completed prior to delivery of the Deed.

14. ADJUSTMENTS Water and sewer charges and real estate taxes for the then current fiscal year shall be apportioned as of the day of Closing, and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by Buyer at the time of delivery of the Deed.

The provisions of this paragraph shall survive delivery of the Deed hereunder.

15. ADJUSTMENT OF UNASSESSED AND ABATED TAXES If the amount of said taxes is not known at the time of delivery of the Deed, they shall be apportioned on the basis of the taxes assessed for the preceding tax fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by

abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed. The provisions of this paragraph shall survive delivery of the Deed hereunder.

16. INSURANCE. The Seller, City of Springfield, is a self-insured municipal corporation. Until delivery of the Deed, any damage to the Premises shall be addressed as part of the Seller's self-insurance program.

17. BUYER'S DEFAULT. If Buyer shall fail to fulfill Buyer's agreements to purchase the Premises as provided herein, Seller may terminate this Agreement, which shall be Seller's sole and exclusive remedy, at law or in equity, for any failure by Buyer to fulfill Buyer's agreements hereunder.

18. BROKERS. Buyer and Seller warrant and represent to each other that they have not employed any brokers in connection with this transaction.

19. ACCESS TO PREMISES. From and after the date of this agreement, Seller agrees to permit Buyer and Buyer's designees reasonable access, at reasonable times, to the Premises for the purpose of making measurements, inspections, determining compliance with the provisions of this Agreement, and the like.

20. CERTAIN WARRANTIES AND REPRESENTATIONS BY SELLER. Seller warrants and represents as follows, all of which warranties and representations shall be deemed to be repeated and made again at and as of the time of Closing and shall survive delivery of the Deed hereunder:

- (a) Seller is not aware of, and has not received any notice of, any violation of zoning, building, health, environmental or other applicable laws relating to the Premises.
- (b) Seller owns the heating system(s) and the hot water tank(s) located on the Premises.
- (c) There is no insulation containing urea formaldehyde within the Premises, and there is no underground storage tank at the Premises.
- (d) There is no suit, action (legal or administrative), arbitration or other proceeding of any nature pending or, to the knowledge of Seller, threatened against the Premises, or against Seller and relating to the Premises, and there is not any factual basis known to Seller for any such suit, action or proceeding.
- (e) All work performed at or on the Premises (or any portion thereof) has been or will be paid for, so that no mechanic's, materialman's, laborer's, or similar lien will be in effect against the Premises (or any portion thereof) at or after the Closing hereunder as a result of work performed at any time prior to Closing.
- (f) To the best of Seller's knowledge, there is no Hazardous Matter in, on or under the Premises. For the purposes of this agreement, "Hazardous Matter" shall mean (i) Hazardous Waste, Hazardous Materials and Oil, as such terms are defined in Chapters 21 C, 21 D and 21 E of the General Laws of Massachusetts, and the regulations promulgated thereunder, as amended from time to time, (ii) radioactive material, including, without limitation, radon, (iii) asbestos, and (iv) any other chemical, material or other matter that is hazardous to health and that is regulated by any applicable law.
- (g) To the best of Seller's knowledge, the building on the Premises has not been declared as a historic building by any governmental agency or authority (nor, to Seller's knowledge, has any person proposed to declare such building as an historic building), nor are the Premises located in a historic district as designated by any governmental agency or authority (or as proposed to be so designated). The Premises are not a historical or archeological landmark certified under the provisions of M.G.L. Chapter 9,

Section 27 and are not owned, preserved or maintained by any historical organization or society as an ancient landmark or as a property of historical or antiquarian interest.

(h) No lease or occupancy agreement, written or oral, is in effect with respect to the Premises or any portion thereof. Seller is the present record title owner of the Premises, is not the subject of any voluntary or involuntary petition in bankruptcy or any other proceeding under any law for relief of debtors, is not under any legal disability, and is otherwise capable of satisfying Seller's obligations hereunder; and Seller will satisfy Seller's obligations hereunder.

Seller agrees to indemnify Buyer and hold Buyer harmless from and against any and all costs, claims, damages, obligations and liabilities of any nature whatsoever, including, without limitation, court costs and reasonable attorneys' fees, incurred by Buyer and arising from any breach of the Seller's representations and warranties contained in this Paragraph 20, subject in all cases to the procedural and substantive limitations on liability contained in Mass. Gen. Laws ch. 258. The provisions of this paragraph shall survive delivery of the Deed hereunder.

(i) Prior to the closing, the Seller shall obtain all authority necessary to effectuate the transfer of the Premises, including the approval of the same by the Springfield City Council and the Mayor of Springfield, and upon receipt of such approvals, the Seller shall have the legal right, power and authority to enter into this agreement and to bind the Seller to its performance hereunder.

21. DELIVERIES BY SELLER. At the time of delivery of the Deed hereunder, Seller shall deliver to Buyer:

(a) All documents reasonably necessary in order for Buyer to obtain title insurance on the Premises without the standard exceptions for mechanic's liens and parties in possession, in a form acceptable to Buyer's title attorney, and any other documents, in a form acceptable to Buyer's title insurance company, that are reasonably necessary in order for Buyer to obtain title insurance on the Premises subject only to encumbrances set forth in Paragraph 3 above;

(c) An affidavit that includes Seller's statement, under penalty of perjury, setting forth Seller's social security numbers and certifying that neither Seller is a foreign person within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended;

(d) All plans, specifications, warranties, manuals and other materials in Seller's possession relating to the construction or operation of the Premises or any fixtures or equipment therein;

(e) All keys, garage door openers, and the like for the Premises; and

(f) A completed and executed W-9 form.

In addition, both at the time of execution of this Agreement and again at the time of delivery of the Deed hereunder, Seller shall deliver to Buyer a Beneficial Interest Disclosure Statement in the form attached as Exhibit #2, signed by Seller under the penalties of perjury, giving the true names and addresses of all persons who have a direct or indirect beneficial interest in the Premises, in accordance with the requirements of M.G.L. Chapter 7, Section 40J.

22. NOTICES. Any notice, demand or request required or provided under or in connection with this agreement shall be in writing and shall be deemed to have been duly given or made if (i) sent by fax transmission with receipt of such transmission by sender to recipient, (ii) by recognized overnight delivery service with confirmation of delivery by the sender, (iii) by delivery in hand, or (iv) by certified mail, postage prepaid, return receipt requested, addressed to the party to be bound thereby at such address as shall be furnished from time to time for that purpose by written notice given by that party to the other, as follows:

If to Seller, to:

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

with a copy given to:

City Solicitor
City of Springfield Law Department
36 Court Street, Room 210
Springfield, MA 01103

If to Buyer, to:

Commonwealth of Massachusetts
Division of Capital Asset Management and
Maintenance
One Ashburton Place, 15th Floor
Boston, MA 02108
Attention: Commissioner
Fax: (617) 727-5363

with a copy given to:

Commonwealth of Massachusetts
Division of Capital Asset Management and
Maintenance
One Ashburton Place, 15th Floor
Boston, MA 02108
Attention: General Counsel
Fax: (617) 727-5363

or at such other address as the party to be notified may have designated hereafter by notice in writing to the other parties to this Agreement. Notices given pursuant to clauses (i), (ii) and (iii) shall be deemed given when received. Notices given pursuant to clause (iv) shall be deemed given three (3) business days after being deposited in the United States Mails, postage prepaid, return receipt requested.

23. NO LIABILITY OF COMMONWEALTH OR CITY EMPLOYEES. No official, employee, agent or consultant of the Commonwealth or DCAM shall be personally liable to the Seller or to any successor in interest or person claiming by or through the Seller of any default or breach of this agreement, or for any amount which may become due or on any claim, cause or obligation whatsoever under the terms of this Agreement. All claims against the Commonwealth or DCAM shall be governed by the provisions of this Agreement and Chapter 258 of the Massachusetts General Laws.

No official, employee, agent or consultant of the City shall be personally liable to the Buyer or to any successor in interest or person claiming by or through the Buyer of any default or breach of this agreement, or for any amount which may become due or on any claim, cause or obligation whatsoever under the terms of this Agreement. All claims against the City shall be governed by the provisions of this Agreement and Chapter 258 of the Massachusetts General Laws.

24. CONSTRUCTION OF AGREEMENT This instrument may be executed in multiple counterparts and is to be governed by and construed for all purposes (without regard to Massachusetts law on choice-of-law) in accordance with the laws of the Commonwealth of Massachusetts, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and enures to the benefit of the parties hereto and their respective heirs, devisee, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the Seller and the Buyer. If two or more persons are named herein as Buyer their obligations hereunder shall be joint and several. The captions are used only as a matter of convenience

and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it. All legal actions brought in connection with this Agreement shall be brought within the Commonwealth of Massachusetts. If any party to this agreement executes this agreement and delivers (either directly or through such party's attorney) an executed copy of the signature page thereof by facsimile or electronic transmission to another party (or to such other party's attorney), then receipt of such transmission by the party to whom it is addressed (or by such party's attorney) shall constitute legally binding execution and delivery of this agreement by the party who transmitted the same, and no further execution or delivery shall be required to bind such party to this agreement, whether or not the parties elect to circulate thereafter a so-called hard copy of this agreement for signature by such party.

25. RELATIONSHIP OF PARTIES. It is the intention of this Agreement to create the relationship of seller and buyer between the parties hereto and no other relation whatsoever, and nothing herein contained shall be construed to make the parties hereto partners or joint venturers, or to render either party liable for any of the debts or obligations of the other party.

26. TIME OF ESSENCE. It is agreed that time is of the essence of this Agreement.

27. WAIVERS. No delay or omission by any party hereto to exercise any right or power occurring upon any noncompliance or failure of performance by the other party under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by any party hereto of any of the terms, covenants, conditions or agreements hereof to be performed by the other party shall not be construed to be a waiver of any succeeding breach thereof or of any other term, covenant, condition or agreement herein contained.

SELLER:

CITY OF SPRINGFIELD, MASSACHUSETTS:

By: _____ Date: _____
Domenic J. Sarno
Mayor

Approved as to appropriation: NA

City Comptroller

Lauren Stabilo
Chief Procurement Officer

Approved as to form:

City Solicitor

Reviewed:

Chief Administrative and Financial Officer

BUYER:

COMMONWEALTH OF MASSACHUSETTS, acting by and
Through its Division of Capital Asset Management and
Maintenance

By: _____
Carole Cornelison, Commissioner

Date: _____

Attachment: exhibits to Fire Training Center Sale order (1576 : Order Approving Sale of the Fire Training Center)

EXHIBIT #1 TO PURCHASE AND SALE AGREEMENT

**Terms for Springfield Fire Department (SFD)
Use of Space at MA Department of Fire Services (DFS) Western MA Fire Academy
Revised 4.15.11**

Provisions applicable at all times:

DFS supervision of training programs:

- SFD may run its own training programs without DFS oversight provided such training follows DFS training policy.
- Other fire departments shall no longer be allowed to conduct their own training on-site.

Scheduling:

- SFD and DFS will meet at least semi-annually to review the scheduling of SFD use of the building (excluding Rooms 107, 117 and 118 as shown on the attached plan) and any other issues the parties deem appropriate.

Hazardous materials:

- SFD shall not bring hazardous materials onto the site without authorization from DFS.
- Under any circumstances, if SFD causes a release, it must remediate at its sole cost and expense
- Liability for pre-existing hazardous materials. Once DCAM's additional geotech work has been completed, the parties will re-evaluate available information regarding potential hazardous materials on the property. In addition, putting some of the purchase price in escrow until site excavation has been completed has been discussed, and is subject to mutual agreement.

Miscellaneous:

- DFS may declare space (excluding Rooms 107, 117 and 118) temporarily unavailable, if necessary
- Provisions for default, notice and opportunity for cure, remedies
- Provisions regarding what happens after casualty, condemnation –
- SFD shall provide MA/DCAM/DFS with its building site plan safety and security plans
- SFD shall maintain its exclusive areas in good order and repair
- DFS shall have the right to enter and inspect SFD's exclusive areas (but not Room 107) except as otherwise noted below)

Provisions applicable to the time period between the Commonwealth's acquisition of the property and the commencement of construction [i.e., date building needs to be vacated in preparation for construction, estimated to occur early spring, 2012]:

Space within the building:

- SFD will have exclusive use of Rooms 107, 117 and 118
- SFD will relocate SFD records, training information, learning media and other files and office equipment located in other areas of the building to Room 107, except for the large copier currently located in Room 104, which will remain in place and may be used by SFD. DFS will obtain its own copier.
- SFD will have shared use of Room 111 (for clerk/typist and reception)
- SFD may store tools and equipment in one-half of Room 123, also known as the "tool room", in

such area or areas as may be designated by DFS from time to time.

- SFD may use one-half of the shelving space in the garage, in such area or areas as may be designated by DFS from time to time.

Phone lines/computers:

- SFD may use existing configuration and connections in areas allocated to it as set forth above
- SFD will cooperate with DFS regarding the provision of phone lines/data transmission lines serving DFS which cooperation may include, without limitation, allowing DFS to connect into SFD communication system

Classrooms:

- SFD may use classrooms subject to the following conditions: (1) use shall be limited to weekdays between the hours of 9 am and 5 pm; (2) use shall be limited to 100 hours per calendar month unless otherwise approved in writing by DFS; (3) SFD may not roll-over unused time from month to month; (4) classroom time shall be booked in 4-hour blocks; (5) classroom use must be coordinated with and approved by DFS; and (6) additional use shall only be scheduled by mutual agreement of DFS and SFD.
- In addition to the foregoing, SFD may have approximately 187 hours of classroom time and approximately 60 classroom/drillyard hours during the first quarter of 2012, on a schedule to be approved by DFS.

Drillyard:

- SFD may store pallets and straw in one-half of the hay/storage shed, in such area or areas as may be designated by DFS from time to time.
- Clean up tools currently stored in the burn building may be shared by DFS and SFD.
- Portable training props currently owned by SFD may be retained by SFD unless otherwise agreed to by the parties in writing.
- SFD may use the drillyard for training subject to the following terms and conditions: (1) use shall be limited to weekdays between the hours of 9 am and 5 pm; (2) training time shall be booked in 4-hour blocks; (3) SFD may conduct a maximum of sixty training sessions per calendar year on a maximum of forty days unless otherwise approved in writing by DFS; and (4) use of the drillyard must be coordinated with and approved by DFS.
- In addition to the use described in the preceding bullet item, SFD may use a portion of the drillyard to conduct Mass Decon training subject to the following terms and conditions: (1) use shall be limited to weekdays between the hours of 9 am and 5 pm; (2) training time shall be booked in 4-hour blocks; (3) such training may only be conducted in such area or areas of the drillyard as DFS may designate in writing; and (4) SFD may conduct a maximum of 200 hours of such training per calendar year at such times as may be approved in writing by DFS.

Other portions of the property:

- A 30-foot call/volunteer trailer owned by DFS will remain on the property.
- A Conex box owned by DFS will remain on the property.

Security and access:

- DFS and SFD shall each have keys and access to the entry gate, buildings, the back lot, fire and burglar alarms and all other areas within and outside buildings on the property, provided, however, that the SFD shall have the only keys to Room 107.
- DFS and SFD shall provide each other with contact lists, and shall keep such lists current.

Utilities:

- SFD will bear the costs [DFS does not expect to have a significant presence until after construction]

Routine housekeeping:

- SFD will be responsible for routine housekeeping

Snow plowing:

- SFD will be responsible for snow plowing for winter 2011-2012.
- (Deleted)
- DFS may choose to send its own equipment to plow the site.

Parking spaces:

- 3 parking spaces in front of the building shall be designated for SFD use.
- 2 parking spaces in the secured fenced-in area on the property shall be designated for SFD use for overnight vehicle storage.

Fireworks storage:

- No fireworks storage to be allowed on site.

Provisions applicable during construction [estimated as early spring, 2012 – late 2013/early 2014]:

- Both DFS and SFD desire to maintain a presence on site during construction and to be able to use the drillyard for training. The parties agree to work together to determine the feasibility of this, the location of one or more trailers on-site during construction, and such other terms as the parties deem appropriate. Given the need to provide space for the contractor's trailer, equipment and laydown, and the desire of DFS and SFD to allow the drillyard to be used during construction, it is unlikely that DFS and SFD can remain onsite during construction, but DCAM will consider allowing SFD use of a phone and a chair in an onsite trailer.. SFD/City responsible for its own moving costs.
- DFS will bear the costs of utilities

Provisions applicable post construction:

The following provisions assume a minimum build-out of 12,000 sf; the specifics will be determined during design:

Space within the building:

- SFD will have exclusive use of approximately 800 sf for administrative offices on a 24/7 basis
- The SFD server and DFS server will be located in the same room, but will be placed in separate cages
- SFD will have shared use, on an ongoing, unscheduled basis: vestibule, lobby, public restrooms, break room, and other common areas within the building.
- Space will be allocated to SFD for storage of tools and supplies

Phone lines/computers:

- SFD and DFS will have separate lines.

Classrooms:

- SFD may use classrooms subject to the following conditions: (1) use shall be limited to weekdays between the hours of 9 am and 5 pm; (2) use shall be limited to 100 hours per calendar month unless otherwise approved in writing by DFS; (3) SFD may not roll-over unused time from month to month; (4) classroom time shall be booked in 4-hour blocks; (5) classroom use must be coordinated with and approved by DFS; and (6) additional use shall only be scheduled by mutual agreement of DFS and SFD.

Drillyard:

- Portable training props currently owned by SFD may be retained by SFD unless otherwise agreed to by the parties in writing.
- SFD may use the drillyard for training subject to the following terms and conditions: (1) use shall be limited to weekdays between the hours of 9 am and 5 pm; (2) training time shall be booked in 4-hour blocks; (3) SFD may conduct a maximum of sixty training sessions per calendar year on a maximum of forty days unless otherwise approved in writing by DFS; (4) use of the drillyard must be coordinated with and approved by DFS; and (4) use of the drillyard must be coordinated with and approved by DFS.
- In addition to the use described in the preceding bullet item, SFD may use a portion of the drillyard to conduct Mass Decon training subject to the following terms and conditions: (1) use shall be limited to weekdays between the hours of 9 am and 5 pm; (2) training time shall be booked in 4-hour blocks; (3) such training may only be conducted in such area or areas of the drillyard as DFS may designate in writing; and (4) SFD may conduct a maximum of 200 hours of such training per calendar year at such times as may be approved in writing by DFS.

Other portions of the property:

- A 30-foot call/volunteer trailer owned by DFS will remain on the property.
- A Conex box owned by DFS will remain on the property.

Security and access:

- DFS and SFD shall each have keys and access to the entry gate, buildings, the back lot, fire and burglar alarms and all other areas within and outside buildings on the property, provided, however, that the SFD shall have the only keys to its administrative office.
- DFS and SFD shall provide each other with contact lists, and shall keep such lists current.

Utilities:

- To be apportioned between SFD and DFS. For the building, the apportionment will be based on the percentage of the square footage occupied by SFD. For the drillyard, the consensus is that the cost should be allocated based on usage, but DCAM is evaluating the need for/feasibility of separately metering water use in the drillyard.
- Water rates - once the Commonwealth takes title to the property, it will be treated as a commercial water user and charged the commercial rate (currently \$2.18/100 cu.ft.). Petitioning the Water and Sewer Commission for a special rate may warrant consideration.

Routine housekeeping:

DFS

Snow plowing:

DFS

Parking spaces:

- SFD has requested 5 parking spaces designated for SFD use and 2 spaces designated for SFD overnight storage. The number of spaces designated for SFD will be decided after the total number of parking spaces to be developed on the site has been determined.

Term of Agreement(s):

- Interim Agreement – to be applicable to (1) the time period between the Commonwealth's acquisition of the property and the commencement of construction [i.e., date building needs to be vacated in preparation for construction, estimated to occur early spring, 2012]; and (2) during construction [estimated as early spring, 2012 – late 2013/early 2014]. The exact dates can be modified from time to time by the parties, and the agreement can be modified to specify the terms applicable during construction once those are known.
- Long-Term Agreement – to commence after the new facility has been completed. This agreement will commence on the date selected by the parties, and have an initial term of 20 years. If DFS continues to operate the facility at the end of the 20-year term, the term of the agreement may be extended by the parties.

Name of Facility:

- DFS will allow the Norris Quinn name to be retained in some capacity.

Other items:

- Where will SFD store its tools? Other supplies (permitted in ½ of garage during preconstruction period), pallets and straw (permitted in ½ of the hay/storage shed during preconstruction period), clean up tools (permitted in the burn building during preconstruction period).
- Allocation of locker space, other areas? Answers TBD depending on the selected concept
- If MA decides to sell the facility, City of Springfield would have rights under MGL Ch. 7, s. 40F.
- Mechanism to compensate city if cease use within 20 years
- SFD request for reserved spaces in each DFS recruit class – unlikely, as the Mass Fire Training Council controls

Answers TBD depending on the selected concept

EXHIBIT #2 TO PURCHASE AND SALE AGREEMENT**BENEFICIAL INTEREST DISCLOSURE STATEMENT****DISPOSITION OF REAL PROPERTY**

For disposition of Real Property to the Commonwealth of Massachusetts, the undersigned does hereby state, for the purposes of disclosure pursuant to Massachusetts General Laws, Chapter 7, section 40J, of a transaction relating to real property as follows:

- (1) **REAL PROPERTY:** The parcel of land known and numbered as 100 Grochmal Avenue, Springfield Massachusetts, including any buildings, improvements, and fixtures thereon.
- (2) **TERM:** Sale to the Commonwealth for the price of \$2,000,000.00, subject to terms of Purchase and Sale Agreement and Terms of Memorandum of Agreement.
- (3) **SELLER:** City of Springfield, Massachusetts
- (4) **BUYER:** Commonwealth of Massachusetts through its Division of Capital Asset Management and Maintenance on behalf of the Department of Fire Services.
- (5) Names and addresses of all persons who have a direct or indirect beneficial interest in the property as Seller.

NameResidence

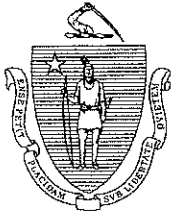
- (6) None of the above mentioned persons is an employee of the Division of Capital Asset Management and Maintenance, the Department of Fire Services, or an official elected to public office in the Commonwealth, except as listed below.

Signed under the penalties of perjury.

DATE

NAME

TITLE



DEVAL L. PATRICK
GOVERNOR

TIMOTHY P. MURRAY
LIEUTENANT GOVERNOR

The Commonwealth of Massachusetts

Executive Office for Administration and Finance

Division of Capital Asset Management

One Ashburton Place

Boston, Massachusetts 02108

Tel: (617) 727-1050

Fax: (617) 727-5363

JAY GONZALEZ
SECRETARY, ADMINISTRATION
& FINANCE

CAROLE CORNELISON
COMMISSIONER

March 6, 2012

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

RE: Western MA Springfield Training Academy – 100 Grochmal Avenue, Springfield MA

Dear Mayor Sarno:

The Division of Capital Asset Management ("DCAM"), on behalf of the Massachusetts Department of Fire Services, is prepared to offer to purchase the current Western MA Springfield Fire Academy, totaling 6.655± acres, located at 100 Grochmal Avenue in Springfield (the "property") from the City of Springfield (the "City"), and to allow the Springfield Fire Department to continue to use the property as set forth in the "Terms for Springfield Fire Department (SFD) Use of Space at MA Department of Fire Services (DFS) Western MA Fire Academy, Revised 4.15.11". The proposed purchase price, to be paid to the City at the closing, is \$2,000,000.00.

Please note that DCAM may not execute a binding purchase agreement until after compliance with the statutory notice requirement of M.G.L. c. 7, s. 40H that this is a "unique acquisition". We estimate that compliance with M.G.L. c. 7, s. 40H will be completed on or about April 20, 2012, after which DCAM may proceed with the execution of a binding purchase and sale agreement. In anticipation of that, a draft purchase and sale agreement is enclosed for your review and comment.

Thank you for your continued cooperation with this matter. If you have any questions regarding this conveyance, please contact Stephen Andrews, Deputy Director for the Office of Real Estate Management at DCAM, who can be reached at (617)727-8090, ext. 304, or Deputy General Counsel Martha McMahon, at ext. 312.

Sincerely,

Carole J. Cornelison
Commissioner

Attachment: exhibits to Fire Training Center Sale order (1576 : Order Approving Sale of the Fire Training Center)

Letter to Mayor Domenic J. Sarno
City of Springfield
RE: Western MA Springfield Training Academy – 100 Grochmal Avenue, Springfield MA
March 6, 2012
Page 2 of 2

CC: J. Gonzalez, A&F
S. Jordan, A&F
D. Sullivan, A&F
S. Coan, State Fire Marshal
S. Rourke, DFS
K. Breck, City of Springfield
D. Harrell, DCAM OREM
S. Andrews, DCAM OREM
M. McMahon, DCAM OGC

Exhibit C to City Council Order**QUITCLAIM DEED**

Know all by these presents that the CITY OF SPRINGFIELD, hereinafter the "Grantor", a municipal corporation duly established under the laws of the Commonwealth of Massachusetts with a mailing address of the Mayor's Office, Springfield City Hall, 36 Court Street, Springfield, Hampden County, Massachusetts 01103, in consideration of Two Million and 00/100 Dollars (\$2,000,000.00), the receipt and sufficiency of which are hereby acknowledged, grants to the COMMONWEALTH OF MASSACHUSETTS, acting by and through its Division of Capital Asset Management and Maintenance, on behalf of its Department of Fire Services, hereinafter the "Grantee", with a mailing address of One Ashburton Place, 15th Floor, Boston, Suffolk County, Massachusetts 02108, with QUITCLAIM COVENANTS, the land in said Springfield (the "Premises") described as follows, for public purposes:

Land known as 100 Grochmal Avenue, Springfield, MA., consisting of 6.56 acres of land, more or less, being the same property conveyed to the Grantor by a deed recorded in the Hampden Registry of Deeds at Book _____, Page _____. The said parcel is identified by the Springfield Board of Assessors as Parcel numbers #06085-0005 and #06085-00007.

The Premises are conveyed subject to the provisions of the Term Sheet set forth on Exhibit ____ attached hereto and incorporated herein.

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

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

IN WITNESS WHEREOF, the said Grantor 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, Mayor, on this _____ day of _____, 2012, which transfer was duly authorized by a vote of the City Council on _____, 2012, and the approval of the Mayor on _____, 2012.

CITY OF SPRINGFIELD

By _____
DOMENIC J. SARNO, MAYOR
Date signed: _____

THE COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, ss.

Springfield, Massachusetts

On this _____ day of _____, 2012, before me, the undersigned Notary Public, personally appeared the above-named DOMENIC J. SARNO, MAYOR, who 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, MA. Board.

SEAL

Kathleen T. Breck
Notary Public
My Commission Expires: 05/07/2015



City of Springfield

36 Court Street
Springfield, MA 01103

SCHEDULED

SPECIAL ACT (ID # 1577)

Meeting: 03/19/12 07:00 PM

Department: Law

Category: General

Prepared By: Thomas Moore

Initiator: Thomas Moore

Sponsors: Ward 4 Councilor E. Henry Twiggs

DOC ID: 1577

An Act Providing for the Term of Office of the City Council and School Committee in the City of Springfield

The Commonwealth of Massachusetts

In the Year Two Thousand Twelve

AN ACT PROVIDING FOR THE TERM OF OFFICE OF THE CITY COUNCIL AND SCHOOL COMMITTEE 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. Notwithstanding the provisions of Chapter 43 of the General Laws or Chapter 125 of the Acts of 2007 or any general or special law to the contrary, the City Council of the City of Springfield and the School Committee of the City of Springfield, shall hold office for a term of four years from the first Monday of January, 2016 conterminous with the term of the mayor of said city, and until their successors are qualified with all the rights, powers, and duties vested in and exercised by said City Council and School Committee under the charter provisions applicable to the City of Springfield.

SECTION 2. Notwithstanding the provisions of any general or special law to the contrary, to ascertain the will of the people of the City of Springfield, the board of election commissioners shall cause the following binding public questions to be placed on the official ballot to be used in the city at the next regular municipal election to be held on the _____ day of November in the year two thousand and thirteen:

THIS QUESTION IS BINDING

Shall the term of the City Council and School Committee for of the City of Springfield be for four years, coterminous with the term of the Mayor beginning in 2016?

SECTION 3. If a majority of the voters casting a ballot on these binding questions shall vote in the affirmative on the question, the provisions of said act shall take effect at the regular municipal election in November, 2015.

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

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 PROVIDING FOR THE TERM OF OFFICE OF THE CITY COUNCIL AND SCHOOL COMMITTEE 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

CITY OF SPRINGFIELD
In the City Council March , 2012

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 PROVIDING FOR THE TERM OF OFFICE OF THE CITY COUNCIL AND SCHOOL COMMITTEE IN THE CITY OF SPRINGFIELD,” in substantially the same form as a draft Act attached hereto, except for clerical or editorial errors.



City of Springfield

36 Court Street
Springfield, MA 01103

SCHEDULED

RESOLUTION (ID # 1571)

Meeting: 03/19/12 07:00 PM

Department: City Council

Category: Council Request

Prepared By: Kelley Mickiewicz

Initiator: James J. Ferrera III

Sponsors: Williams, Concepcion, Twiggs, Lysak, Edwards

DOC ID: 1571

Personal Care Attendant

CITY OF SPRINGFIELD

In the City Council March 19, 2012

- WHEREAS, the Personal Care Attendant (PCA) program is a central piece of the Massachusetts long term care system wherein PCAs offer skillful assistance with “activities of daily living” that allow more than 20,000 Massachusetts residents to live independent lives at home, and
- WHEREAS, the PCA group is already both the most popular and cost-efficient state long term care program and is also ideally positioned to play a crucial role in future efforts to increase primary care services, implement new coordinated care systems, and control overall health care costs, and
- WHEREAS, the PCA program infuses over \$400 million in state dollars in to local Massachusetts communities, where this funding has a tremendous positive impact on the local economy and provides quality jobs to over 30,000 PCAs throughout the state, and
- WHEREAS, the PCA program plays an especially important role in the Springfield area in comparison to other Massachusetts communities, where the PCA workforce represents more than 4% of the total City workforce, the highest percentage of any Massachusetts locality, and
- WHEREAS, the PCA program employs more than 4,340 individuals residing in the Springfield area, which brings more that \$56 million in state dollars to the community, and
- WHEREAS, 1199SEIU United Healthcare Workers East, the state Administration and the PCA Quality Home Care Workforce Council are committed to ensuring that PCA program consumers are efficiently provided the highest possible quality

of health care and that consumers, their surrogates, and the PCA workforce are treated with the highest degree of dignity and respect, and

WHEREAS, the purpose of organizing the PCA workforce and negotiating a collective bargaining agreement is to promote quality jobs for Personal Care Attendants and harmonious, respectful relations between the parties in their pursuit of these shared commitments,

NOW, THEREFORE, BE IT RESOLVED that the Springfield City Council strongly supports the Massachusetts PCA program and the organized PCA workforce; and respectfully urges the state Administration and the PCA Quality Home Care Workforce Council to negotiate in good faith for a new collective bargaining agreement to benefit the PCA program, to provide quality jobs to this important workforce, to boost the Springfield economy, and to ensure the provision of quality and cost-efficient health care for PCA consumers.



City of Springfield

36 Court Street
Springfield, MA 01103

SCHEDULED

RESOLUTION (ID # 1582)

Meeting: 03/19/12 07:00 PM

Department: City Council

Category: Council Request

Prepared By: Robert Arieti

Initiator: Robert Arieti

Sponsors: Lysak, Edwards, Ferrera III

DOC ID: 1582 A

Request State Legislature to Eliminate Gas Tax

CITY OF SPRINGFIELD

In the City Council March 19, 2012

WHEREAS, the Springfield City Council actively seeks means to assist citizens in challenging economic times; and

WHEREAS, the Massachusetts gasoline tax is 23.5 cents per gallon of gas; and

WHEREAS, the state gasoline tax of 21 cents per gallon is not the only tax paid at the pump, the state also collects 2.5 cents per gallon to help fund the cleanup of underground storage tanks; however, this fund does not directly impact economically middle and low income families; and

WHEREAS, the economic recovery from the 2008 recession has not yet benefited many middle income and low income families in Springfield and Massachusetts, and throughout the nation; and

WHEREAS, the price of gasoline, as predicted by many economists may reach \$5.00 by the Fall, 2012, and gasoline is a necessary commodity for employment purposes and directly effects actual discretionary spending; and

WHEREAS, the increase price of gasoline will certainly delay and impede any economic recovery for the greater Springfield area and the Commonwealth and potentially lead to a double dip recession;

NOW, THEREFORE, BE IT RESOLVED that the Springfield City Council hereby strongly recommends the Massachusetts Legislature and the Governor to temporarily eliminate the gasoline tax rate until such time as the economic recovery stabilizes and gas prices are reduced to levels that do not adversely affect said recovery.



City of Springfield

36 Court Street
Springfield, MA 01103

Meeting: 03/19/12 07:00 PM
Department: City Council
Category: Council Request
Prepared By: Robert Arieti
Initiator: Robert Arieti

SCHEDULED

Sponsors: Allen, Rooke, Fenton, Lysak, Walsh, Ferrera III, Ashe

RESOLUTION (ID # 1578)

DOC ID: 1578

Irish Unification

CITY OF SPRINGFIELD

In the City Council March 19, 2012

WHEREAS, the logic of history, international law, human rights and peace dictate the reunification of the island of Ireland, and the reality of the moment - Good Friday Agreement and the development of the All-Ireland institutions of governance - attest to this momentum, and

WHEREAS, in the past the State of California adopted the MacBride Principles for Northern Ireland and strongly endorsed passage of the Good Friday Agreement among the previously warring parties, in part because of the dedication of President William Jefferson Clinton, his administration and Senator George Mitchell in seeing it to fruition, and

WHEREAS, the contribution of the Irish-born, and Irish Americans to this state and nation are legion.

NOW, THEREFORE, BE IT RESOLVED that the Springfield City Council strongly supports Irish Unification and urges both the State Legislature and the Massachusetts Congressional delegation to support all peaceful actions that support the final reunification of the island of Ireland(Eire) by all electoral and diplomatic means necessary. .

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the members of the Massachusetts Congressional Delegation, the members of the State Legislature, the President and Vice President of the United States and the U. S. Secretary of State.



City of Springfield

36 Court Street
Springfield, MA 01103

SCHEDULED

RESOLUTION (ID # 1584)

Meeting: 03/19/12 07:00 PM

Department: City Clerk

Category: Council Request

Prepared By: Wayman Lee

Initiator: Wayman Lee

Sponsors: Ward 2 Councilor Michael Fenton

DOC ID: 1584

Resolve Support Investing in Our Communities

RESOLUTION IN SUPPORT OF INVESTING IN OUR COMMUNITIES

WHEREAS, since the 1990s, annual tax revenues are down by more than \$3 billion as a share of the state's economy, and this ongoing structural shortfall is primarily the result of income tax cuts enacted over the past 15 years; and

WHEREAS, the Commonwealth has made \$3 billion in cuts to essential programs since the current recession began, including cuts to K-12 education, higher education, local aid, services for seniors, public safety, human services, and other programs; and

WHEREAS, Massachusetts continues to face a revenue deficit that will no doubt lead to additional cuts in state and local programs in Fiscal Year 2013; and

WHEREAS, between the FY2008 enacted budget and the FY2012 current budget, spending on general local aid funding as adjusted for inflation was cut by over half a billion dollars, or 36%; and

WHEREAS, Springfield has lost over \$18 million in general local aid over the last four years as adjusted for inflation; and

WHEREAS, this aid helps to pay for the critical services on which our community depends, including police and fire departments, garbage collection, road repair, education, playgrounds, libraries, etc; and

WHEREAS, these services are what make Springfield a good place to live and they enhance the quality of the life for all Springfield residents; and

WHEREAS, Springfield will continue to struggle with these budget cuts year after year until the state's revenue deficit is addressed; and

WHEREAS, low income people pay a substantially larger share of their income in state and local taxes than high income people; and

WHEREAS, in order to address the deficit the state needs to raise significant new revenue without increasing taxes on low income people;

THEREFORE, BE IT RESOLVED that the Springfield City Council urges the Governor and the state legislature to invest in our communities, to strengthen our economy, and to improve the quality of life of Massachusetts residents by passing legislation, such as the Act to Invest in Our Communities, that raises substantial new revenue by increasing taxes on upper income filers

while decreasing taxes on lower income filers.



City of Springfield

36 Court Street
Springfield, MA 01103

SCHEDULED

ORDINANCE (ID # 1572)

Meeting: 03/19/12 07:00 PM

Department: Law

Category: Local Law

Prepared By: Thomas Moore

Initiator: Thomas Moore

Sponsors: V P At-Large Councilor Walsh, Ward 7 Councilor Allen

DOC ID: 1572

Title 7, Chapter 7.70 -Community Gardens

AMENDING TITLE 7, CHAPTER 7.70 OF THE REVISED ORDINANCES OF THE CITY OF SPRINGFIELD, 1986, AS AMENDED, BY INSERTING NEW CHAPTER 7.70.

TITLE 7 of the Revised Ordinances of the City of Springfield, 1986, as amended, is hereby further amended by adding new Chapter 7.70 hereto as follows:

Chapter 7.70

- 7.70.010 PURPOSE AND PREAMBLE
- 7.70.020 DEFINITIONS
- 7.70.030 COMMUNITY GARDENING REGULATIONS
- 7.70.040 MAINTENANCE AND UPKEEP
- 7.70.050 IDENTIFYING AND SECURING LAND
- 7.70.060 LAND USE
- 7.70.070 SAFETY
- 7.70.080 COMMUNITY
- 7.70.090 SUSTAINABILITY

7.70.010 PURPOSE AND PREAMBLE. WHEREAS, access to healthy and affordable food options is a key determinant of public health outcomes across the socio-economic spectrum;

WHEREAS, community garden projects provide satisfying labor and can be a source of seasonal employment and leadership development for both adults and youth;

WHEREAS, community garden projects encourage an urban community's food security and increase healthy, affordable food access, allowing residents to grow their own food and make it available to others;

WHEREAS, community gardens also build community among diverse groups of neighborhood residents and are a productive and beautifying use of vacant and/or abandoned land;

WHEREAS, communities with gardens experience less crime and vandalism and increase in property values;

WHEREAS, community gardens connect people to the environment and educate community members about sustainable living practices;

NOW THEREFORE, be it resolved that the City of Springfield, Massachusetts (the "City") passes this Community Garden Ordinance that establishes the rules by which stakeholders must follow.

7.70.020 DEFINITIONS. The terms listed below, as included in this Ordinance, shall have the following meanings:

Beds: area of land that has been specifically cultivated for agricultural use; beds may be raised off of the ground level.

Community garden: Land that is gardened by a group of individuals sharing responsibility for the site either independently or under the auspices of a public or nonprofit organization.

Community gardening: growing food *within* cities, towns and even village settings; it is not growing food *outside* of built human environments.

Cultivated: Preparing and using (land) for crops or gardening; to break up (soil) in preparation for sowing or planting.

Environmentally Critical Area: Geologic hazard areas, steep slope areas, flood prone areas, wetlands, fish and wildlife habitat conservation areas, and abandoned landfills.

Garden Group: see Garden Entity

Garden Entity: a group of people operating a community garden; or a Micro Enterprise with the purpose of establishing and maintaining a community garden or residential garden.

Gardening Activity: any activity associated directly with the cultivation, harvesting, or maintenance of a community or

residential garden

Micro Enterprise: a type of small business, often registered, having five or fewer employees and requiring seed capital of not more than \$35,000.

SFPC: The Springfield Food Policy Council; constituted in June 2010 and serves as a diverse group of stakeholders that provide a comprehensive examination and ongoing assessment of the Springfield food system as well as ongoing recommendations for policy and built environment solutions to improve access to fresh, affordable and culturally appropriate food for those who live and work in the City of Springfield.

Point of Contact: Designated contact person for a Garden Entity.

7.70.030 COMMUNITY GARDENING REGULATIONS. In all zones, community gardens on all public and private lands are subject to compliance with all applicable provisions of the Springfield Zoning Ordinance, and the following provisions:

1. All gardening activity is allowed from dawn until dusk (provided that activities are not a nuisance to the abutters, (i.e., noise violations, etc.)) every day of the week.
 - a. Gardeners are permitted to sell excess produce at licensed venues, provided that food is grown in raised beds that are buffered from potentially contaminated soil.
 - b. If gardeners test the toxicity of soil, and results show that the soil is clean, raised beds are not required.
2. Signs: One (1) identification sign is permitted.
 - a. The sign shall provide information for the responsible entity.
 - b. The sign shall not be illuminated and shall comply with the size regulations of Springfield Zoning Ordinance.
3. All Community Gardens on both private and public land will receive guidelines from the SFPC. Garden Entities will also be required to submit an application to the City of

Springfield Planning Department that addresses any probable impacts, including but not limited to:

- a. A proposed site for a community garden.
- b. A disclosure of any intent to spray or otherwise apply agricultural chemicals or pesticides, frequency and duration of application, and the plants, diseases, pests or other purposes they are intended for.
- c. A point of contact.

4. Additional guidelines for gardens:

- a. Water Quality and Soils. Irrigation run-off cannot adversely affect adjacent properties, water bodies and environmentally critical areas, and proposed sediment and erosion control measures.
- b. Traffic and Parking. Impacts related to the number of staff on-site during work hours, and the number of potential visitors regularly associated with the site, cannot adversely affect abutting properties.
- c. Visual Impacts and Screening. Visual impacts relating to the proposed nature, location, design, and size of proposed features, structures and activities, including the location of composting activities and planting areas, and any existing or proposed screening must be addressed and not adversely affect abutting properties.
- d. Odor. In all zones, at all times, all Garden Entities shall be responsible for maintaining their respective Community Gardens in compliance with Springfield Zoning Ordinance Article XV section 1511.5 relative to nuisance odors.
- e. Agricultural Chemicals. Impacts related to the use of chemicals, including any fertilizer and pesticide cannot adversely affect abutting properties.
- f. Mechanical Equipment. Impacts related to the operation of equipment, including noise, odors, and vibration cannot adversely affect abutting properties.

- g. Structures. The structures for residential garden (i.e. greenhouses and hoop houses) will comply with state and city regulations and ordinances pertaining to neighborhood/lot.
- h. Insurance. All community gardeners on City-owned land will be required to sign a "hold harmless clause" with the City.

7.70.040 MAINTENANCE AND UPKEEP. 1. Trash Removal. If necessary, and if resources are available, the City will provide an initial land clearing for free on city owned property.

- A. Once the garden has been cleared by the City, gardeners are responsible for getting trash moved to a designated area at the garden site for City to collect.
 - B. The City will remove bulk items on city owned property, if resources are available, that get illegally dumped after the initial clearing.
 - C. Gardeners are responsible for collecting trash from the lot and the adjoining sidewalk and putting it in barrels for trash collection. An annual trash fee will be assessed by the City if municipal trash collection is desired.
2. Appearance.
- A. Gardeners must maintain the site and tree belt. This includes cutting of the grass and overgrown vegetation, as well as, removal of trash and debris.
 - B. At the end of the growing season, all garden beds shall be cleared and cultivated, as appropriate.
3. Water.
- A. The Springfield Water and Sewer Commission ("SWSC") currently waives sewer disposal fees for accounts that are used for community gardening purposes.
 - B. If there is an existing water main installed near the lots, the SWSC may install a water service and/or tap for a fee to be paid by the community garden entity. Requests for installing a water service and/or tap must be made within six (6) months of anticipated

installation.

- C. Unless grant funding is found, community gardeners will be responsible for paying water fees, including the turn on/turn off fee and monthly fees even when water main is not in use.

4. Soil/compost.

- A. The City will work with community gardeners to assist with compost delivery. Any community garden who desires compost must call or email and request it from the City. The City will arrange for the delivery of at least one truckload of compost to each garden in the late spring, annually, if requested by above deadline.
- B. If gardeners plan to compost on-site, they must take steps to ensure that their respective Community Gardens are compliance with Springfield Zoning Ordinance Article XV section 1511.5 relative to nuisance odors. Any complaints about compost must be validated by the City of Springfield Code Enforcement Department.

7.70.050 IDENTIFYING AND SECURING CITY OWNED LAND. There will be a designated person on the SFPC Steering Committee who will be responsible for accepting requests about community gardens. That person will work with the appropriate City Department liaisons from Housing, Parks and Recreation, and Planning about lots that are available as requests are received.

1. If the garden entity is looking for available, City-owned land, the SFPC will accept requests for community garden lots between the months of January to May. Lots will be identified with the help of City departments of Housing, Parks and Recreation, and Planning.
2. Appropriate lots for community gardening can be made available based on the following criteria:
 - A. The lot is unlikely to be developed in the foreseeable future.
 - B. There is a water line on or near the property, and/or the buildings on-site have non-toxic roofs so that rain water catchments are safe to practice.

- C. The lot receives adequate sunlight between April and October.
- D. There is street lighting nearby.
- 3 The SFPC is the liaison between the garden group and the City.
- 4 If the community garden is to be located on a publicly owned parcel, the City or Springfield Redevelopment Authority ("SRA") and the gardeners shall sign a license and "hold harmless" agreement. Once the "hold harmless" agreement has been signed and the garden entity successfully maintains the site in compliance with this Ordinance for one (1) full season, the City or SRA shall elect to offer a five (5) year license agreement to allow that land to be used as a garden.
5. In the event that the City has concerns about the condition, operation, location or maintenance of a community garden, the City shall provide written notice to the community garden contact person, who shall have twenty-one (21) days to provide a written response to the City, addressing the stated concerns. In the event that a written response is not received by the City within the allotted time period set forth above, or the concerns set forth in the City's written notice have not been fully corrected within thirty (30) days of receipt of said notice, the City reserves to the right to immediately withdraw from the land tenure agreement.
6. The City or SRA reserves the right to withdraw from the land tenure agreement if the following events occur, and shall provide the community garden contact person with a written forty-five (45) day notice of its intent to withdraw:
- If the garden entity fails to uphold the terms and conditions identified and set forth in the license agreement; or
 - If there is significant change in the conditions, neighborhood, marketability, or opportunity for development occurs which calls for a different use of the land. In this circumstance, the City or the SRA shall work with the gardeners to make best efforts to secure a lot as close as possible to the

garden entity by the next growing season.

7.70.060 LAND USE. 1. Garden entities are permitted to sell excess produce at licensed venues, provided that food is grown in raised beds that are buffered from potentially contaminated soil, and the sale of such excess produce is authorized by the Springfield Zoning Ordinance.

2. If garden entities test the toxicity of soil and results show that the soil is clean, raised beds are not required.

7.70.070 SAFETY. Liaison with the Police Department:

1. The SFPC subcommittee will forward to the Police Department a list of community gardens with contact information for each one each spring so the department knows the land is not abandoned and who to contact in case of emergency.

2. Police will take notice of garden sites when they drive by.

7.70.080 COMMUNITY. In order to make the community aware of the gardens and the partnership with the City, a number of outreach methods will be used.

1. The SFPC maintains a page on the City website including information about the gardens and a link to a map of the gardens.

7.70.090 SUSTAINABILITY. 1. All existing community gardens that are listed and shown on the map created by the SFPC as of August 2011 will be "grandfathered" as an appropriate use of that current lot as of the date of passage of the ordinance.

2. Community support for gardening is growing in our city and as funding becomes available to city departments more resources may be allocated to gardening as appropriate. In the meantime, research and exploration into funding in partnership with the City will be prioritized.

(as amended 09/08/1992) (as amended by the City Council on 4/___/2012)

Approved as to form,

Thomas D. Moore
Associate City Solicitor


City of Springfield

36 Court Street
Springfield, MA 01103

SCHEDULED
ORDINANCE (ID # 1561)

Meeting: 03/19/12 07:00 PM

Department: Law

Category: Local Law

Prepared By: Thomas Moore

Initiator: Thomas Moore

Sponsors: At-Large Councilor Thomas Ashe

DOC ID: 1561

Amended City Ordinance 5.08.070

AMENDING TITLE 5, CHAPTER 5.08 OF THE REVISED ORDINANCES OF THE CITY OF SPRINGFIELD, 1986, AS AMENDED, BY DELETING SECTION 5.08.070 - PAWNBROKERS AND JUNK DEALERS

Title 5, Chapter 5.08, Section 5.08.070 of the Revised Ordinances of the City of Springfield, 1986, as amended, are hereby further amended by deleting Section 5.08.070 and adding new Section 5.28.070 as follows:

5.08.070 Articles held thirty (30) days by keepers of junk shops. No article purchased or received by the keeper of a secondhand or junk shop shall be sold until at least thirty (30) days from the date of its purchase or receipt has elapsed. The article shall be kept in an unaltered condition for the required time period. For the purposes of this section, "unaltered condition" means that item or article shall be kept in the same condition it was in the time it was brought into the shop by the seller.

Approved as to Form:

Associate City Solicitor

This amendment changes the time requirements from the previous 5.08.070 from ten (10) days to thirty (30) days.