



CITY OF SPRINGFIELD

City Clerk's Office March 28, 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 April 2, 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 April 2, 2012 at Springfield City Hall -- Council Chambers, 36 Court Street, Springfield, MA.

Reports of Committees

- (1.) From CC re:M&D/P&E Report of Committee –

Unfinished Business

1. Ord # 4 - Livery Vehicle (2nd step)

Orders

- (1.) Transfer from Utilities to Tree Re-Planting Project (Mayor Sarno)

ATTACHMENTS:

- Tornado reforestation plan (PDF)

- (2.) DCR - Public Shade Tree Replacement (Mayor Sarno)

ATTACHMENTS:

- dcr trees (PDF)

- (3.) Feasibility Study and Construction of Mary Dryden Veterans Memorial School (Mayor Sarno)

A BOND ORDER TO PAY COSTS OF (I) A FEASIBILITY STUDY AS REQUIRED BY THE MASSACHUSETTS SCHOOL BUILDING AUTHORITY WITH RESPECT TO THE PROPOSED ADDITION TO AND RENOVATION OF THE MARY DRYDEN VETERANS MEMORIAL SCHOOL, AND (II) CONSTRUCTING AN ADDITION TO AND RENOVATING THE MARY DRYDEN VETERANS MEMORIAL SCHOOL

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

ATTACHMENTS:

- Dryden Design - Bond Authorization Order Memo 3-27-12(DOC)
- Springfield_Dryden SD Vote (PDF)
- Springfield_PS_11 16 11 (PDF)
- Springfield Brookings _ Dryden - PS Board Action Letter 11 16 11 (PDF)

- (4.) Order Authorizing Mayor to Execute Quitclaim Deed for Sale of NS McKnight Street (08460-0021) to Josefina Ventura (Mayor Sarno)
ATTACHMENTS:
- 91166 (DOC)
- (5.) Order Authorizing Mayor to Execute Quitclaim Deed for Sale of NS Princeton Street (09935-0049) to Gregory P. Hill and Michele Ann Hill (Mayor Sarno)
ATTACHMENTS:
- Deed NS Princeton St. (Par.49)(DOC)
- (6.) Authorizing Omnibus Amendment to Covanta Contracts (Mayor Sarno)
ATTACHMENTS:
- 20120328102323408, Exhibit #1 to City Council Order (PDF)
- (7.) Accepting a Gift of Park Land from Solutia, Inc. (Mayor Sarno)
ATTACHMENTS:
- 20120328113101614, Exhibit A (PDF)
- (8.) MassMutual - Celebrate Springfield and Its Library System's Centennial. (Mayor Sarno)
ATTACHMENTS:
- massmutual - libraries (PDF)

Resolutions

- (1.) Hampden County Gun Court
- (2.) Youth Commission
- (3.) Drop Out Prevention
- (4.) Gun Background Check
- (5.) Certification Safety Training

Ordinances

- (1.) (ID # 1587) - Amended Ordinance 1.16.010
- (2.) (ID # 1602) - Public Safety Revolving Fund Ordinance
- (3.) (ID # 1603) - Entertainment and Nightlife Commission Ordinance
- (4.) (ID # 1604) - Illegal Firearm in Vehicle Ordinance



City of Springfield

1.2.1

Meeting: 04/02/12 07:00 PM

Initiator: Bud L. Williams

SCHEDULEDSponsors: At-Large Councilor Williams, Ward 5 Councilor Concepcion

DOC ID: 1597

M&D/P&E 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

M&D/P&E Report of Committee

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

I hereby certify that the foregoing order was adopted at a meeting of the City Council of the City of Springfield, Massachusetts held on April 2, 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 April 2, 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: 04/02/12 07:00 PM
Initiator: Chris Kulig
Sponsors: Mayor Domenic J. Sarno
DOC ID: 1590

2.1

Transfer from Utilities to Tree Re-Planting Project (Mayor Sarno)

WHEREAS, to assist in the recovery of the City of Springfield from the EF3 tornado that struck the City on June 1, 2011, 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 \$118,746.00 from the Parks Department Natural Gas and Heating Oil line items and Facilities Management Natural Gas, Heating Oil, and Electricity line items to the Parks 6/1 Tornado Tree Planting Project line item in order to provide funding for tree planting in the neighborhood areas affected by the June 1, 2011 tornado, and

WHEREAS, the Director of Parks, Recreation and Building Management (PRBM), whose Department is in control of the appropriation from which the transfer is proposed to be made, has approved this transfer, and

WHEREAS, the Director of Parks, Recreation, and Building Management and City Forester have formulated a reforestation plan to address the loss of street trees, 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 \$118,746.00 from the Parks Department Natural Gas and Heating Oil line items and Facilities Management Natural Gas, Heating Oil, and Electricity line items to the Parks 6/1 Tornado Tree Planting Project line item.

From: Parks -

Heating Oil: 0100-60-630-6510-0000-000000-0000000-521010	\$ 5,000.00
Electricity: 0100-60-630-6500-0000-1210-000000-0000000-521015	\$ 28,000.00
Natural Gas: 0100-60-630-6310-0000-1210-000000-0000000-521020	\$ 25,000.00
Natural Gas: 0100-60-630-6510-0000-0000-000000-0000000-521020	\$ 8,000.00

From: Facilities Management -

Order (ID # 1590)

Meeting of April 2, 2012

Heating Oil: 0100-10-190-1900-1903-0000-0000000-0000000-521010	\$ 15,000.00
Natural Gas: 0100-10-190-1900-1903-0000-0000000-0000000-521020	\$ 37,000.00

To: Parks 6/1 Tornado Tree Planting

3416-60-630-6330-6332-0000-0000000-0000000-584000-TREES	\$ 118,000.00
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Department of Parks, Buildings and Recreation Management

Administrative Office, Forest Park

TO: Claudio Conception, Chairman, Maintenance and Development
 Bud Williams, Chairman, Economic Development
 James Ferrara, Council President
 Members of the City Council

FROM: Patrick Sullivan
 Ed Casey

CC: Mayor Domenic Sarno
 Park Commission

Re: Tornado Reforestation Activities Summary

Dear Members of the Springfield City Council:

The Department of Parks, Buildings and Recreation Management is pleased to provide this update on the replanting efforts for the tornado zone. The City's administration has made the cleanup and replanting efforts a priority. It is with this in mind that we have developed an aggressive replanting schedule. The following will provide an overview of our work completed to date and our plan for the future.

The reforestation of Springfield began immediately in the Fall 2011 planting season. Two major corporate donations were used to implement the first plantings. During the initial fall 2011 planting season, the focus was put on the periphery of damaged areas in order to allow time for re-construction of damaged structures. Trees were planted in major thoroughways in East Forest Park as well as selected side streets in East Forest Park, South End, Sixteen Acres, Six Corners, and Upper Hill neighborhoods. During this planting season approximately 200 trees were planted with contracted services and volunteer efforts.

A Street Tree Planting Master Plan was developed in February of 2012 to guide the remaining reforestation efforts in the tornado zone, as well as provide a framework for the Forestry Division's tree planting goals over the next five years. The first several planting seasons of this plan are focused on replanting the tornado zone. The objectives laid out in the street tree master plan are aggressive and aim to complete street tree replanting in the tornado zone by the fall of 2012.

In order to achieve these ambitious goals, the planting of almost 600 street trees has been outlined for the Spring of 2012. In order to facilitate the planting,

homeowners were notified in advance that they were eligible to receive a tree(s) on their treebelt. The program is set up as an opt-out program so people who do not want trees can notify the Forestry Division directly. To date, approximately 40 homeowners have opted out of the tree planting program.

The Spring 2012 planting will focus on reforesting the remaining areas of East Forest Park that received heavy damage as well as planting trees in the South End, Six Corners, and Sixteen Acres neighborhoods. These plantings will consist of contracted services and volunteer planted trees.

In addition to the street tree planting, tree planting grants received through the school department's application to the Green in the Middle Grant will be used to plant approximately 100 trees between Johnny Appleseed Park and Camp Wilder in the Spring of 2012.

The Fall 2012 planting season will focus on the remainder of the East Forest Park neighborhood that received light damage from the tornado and complete the reforestation of the South End and Main Street corridor, as well as plant selected side streets in Old Hill, Six Corners, and Sixteen Acres neighborhoods. Three thousand seedlings will also be planted at camp wilder in the Fall utilizing a \$5,000 grant received through the American Forests Foundation.

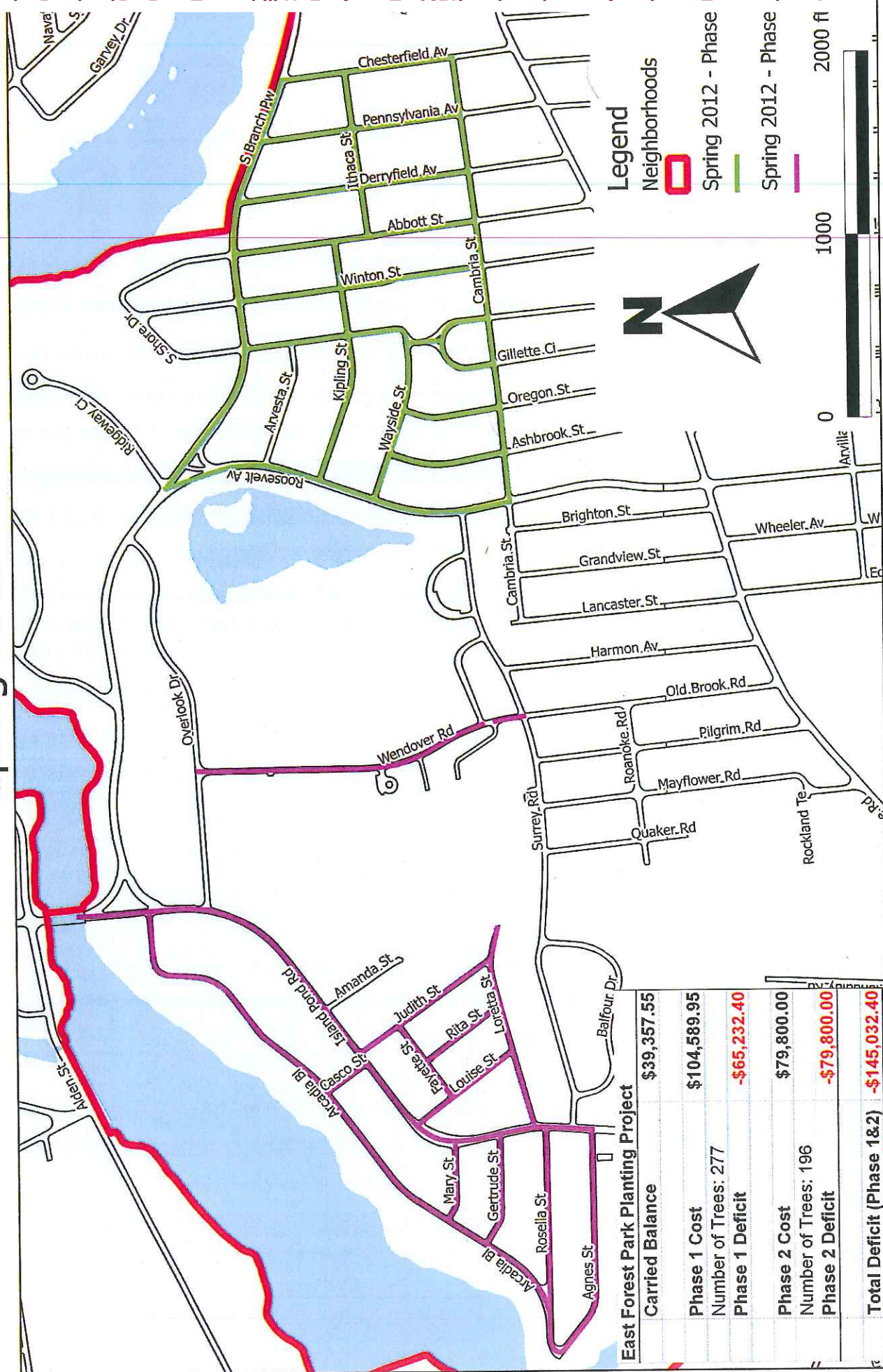
In order to achieve the goals laid out in this plan, appropriate funding sources need to be identified. ReGreen Springfield has approximately \$13,000 partially fund the Spring 2012 planting. The City has secured one State DCR grant for \$29,200 and pending Council approval another for \$15,000. As of now these are the only funding sources available for tree planting in Springfield.

Summary tables of tree planting activities and funding sources follow:

Fall 2011 (Actual)			Spring 2012 (Estimated)				
PROJECT	Trees	COST	PROJECT	TREES	TYPE	UNIT COST	TOTAL COST
EAST FOREST PARK	71	\$36,990.21	EAST FOREST PARK	431	B&B		\$162,539.25
FOREST PARK	20	\$2,176.78	Stumps	162		\$151.75	\$24,583.50
METRO CENTER	6	\$8,888.50	SIX CORNERS	23	B&B		\$9398.70
OLD HILL	13	\$1,223.56	Stumps	11		\$151.75	\$1,669.25
SIX CORNERS	21	\$2,190.35	SIXTEEN ACRES	69	BR		\$5,717.00
SIXTEEN ACRES	12	\$4,177.25	Stumps	4		\$151.75	\$607.00
SOUTH END	25	\$3,138.44	SOUTH END	18	BR		\$1,868.00
UPPER HILL	22	\$2,070.64	Stumps	14		\$151.75	\$2,124.50
			Sub Total Trees	620			\$175,475.00
			Sub Total Stumps	191			\$28,984.25
			Sub Total Streets				\$204,459.45
Total	190	\$60,855.73	Total				\$204,459.45

Fall 2012 (Estimated)					Spring 2013- Fall2016 (Season Estimates)		
PROJECT	TREES	TYPE	UNIT COST	TOTAL COST	PROJECT	TREES	TYPE
EAST FOREST PARK	200	B&B	\$500.00	\$80,000.00	BAY	25	BR
<i>Stumps</i>	174		\$151.75	\$26,404.50	BOSTON ROAD	25	BR
METRO CENTER	15	B&B	\$400.00	\$6,000.00	BRIGHTWOOD	25	BR
<i>Stumps</i>	6		\$151.75	\$910.50	EAST FOREST PARK	25	BR
OLD HILL	30	B&B	\$400.00	\$12,000.00	EAST SPRINGFIELD	25	BR
<i>Stumps</i>	4		\$151.75	\$607.00	FOREST PARK	25	BR
SIX CORNERS	30	B&B	\$400.00	\$12,000.00	INDIAN ORCHARD	25	BR
<i>Stumps</i>	2		\$151.75	\$303.50	LIBERTY HEIGHTS	25	BR
SIXTEEN ACRES	60	B&B	\$400.00	\$24,000.00	MCKNIGHT	25	BR
<i>Stumps</i>	19		\$151.75	\$2,883.25	MEMORIAL SQUARE	25	BR
SOUTH END	50	B&B	\$400.00	\$20,000.00	METRO CENTER	25	BR
<i>Stumps</i>	6		\$151.75	\$910.50	OLD HILL	25	BR
Sub Total Trees	370			\$154,000.00	PINE POINT	25	BR
Sub Total Stumps	211			\$32,019.25	SIX CORNERS	25	BR
Sub Total Streets				\$186,019.25	SIXTEEN ACRES	25	BR
					SOUTH END	25	BR
Total				\$186,019.25	UPPER HILL	25	BR
					Total	425	

East Forest Park Tornado Recovery Tree Planting Spring 2012

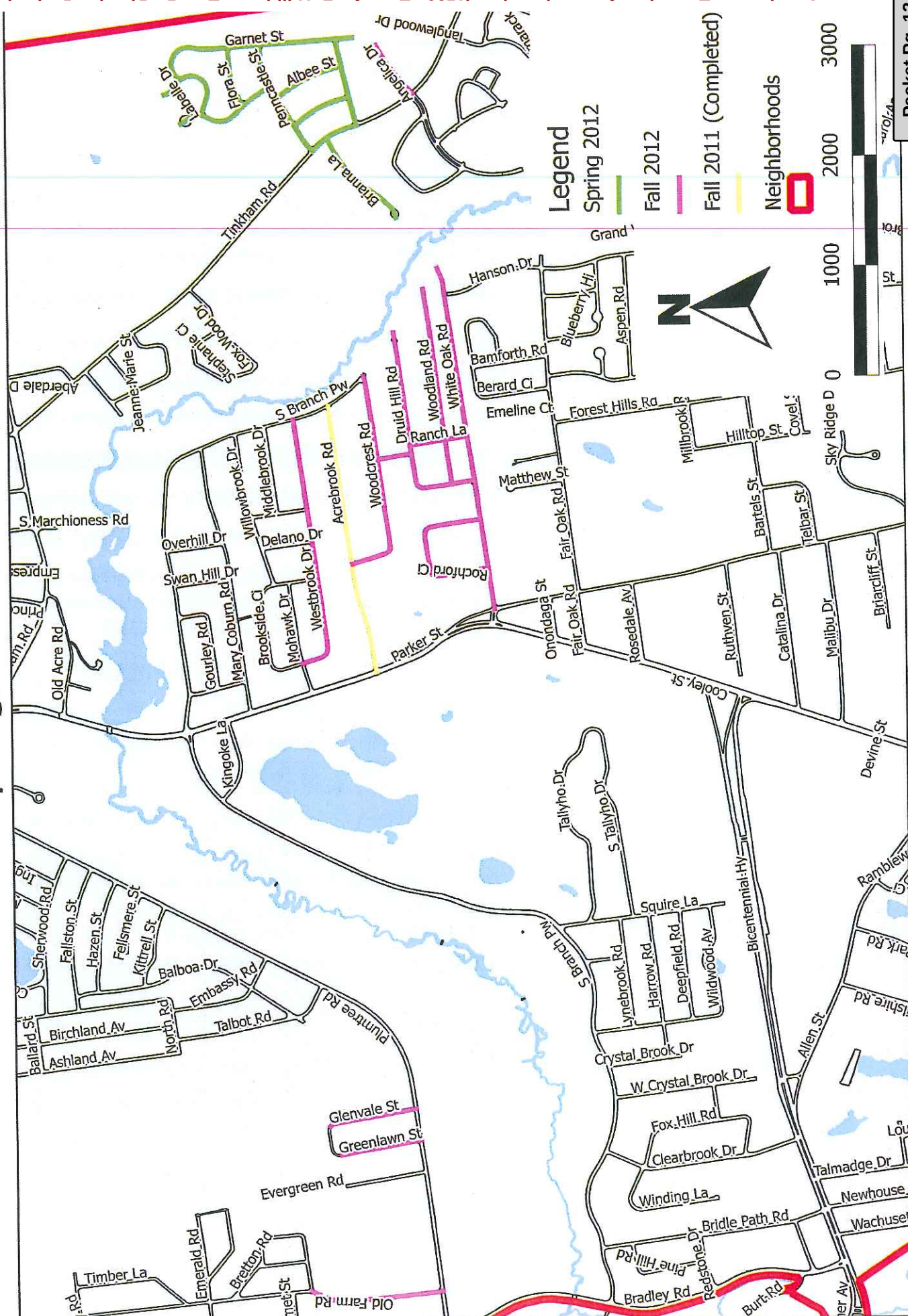


South End and Metro Center Tornado Recovery Tree Planting Spring/Fall 2012

Attachment: Tornado reforestation plan (1590 : Transfer Fr Utilities to Tree Re-Planting Project)



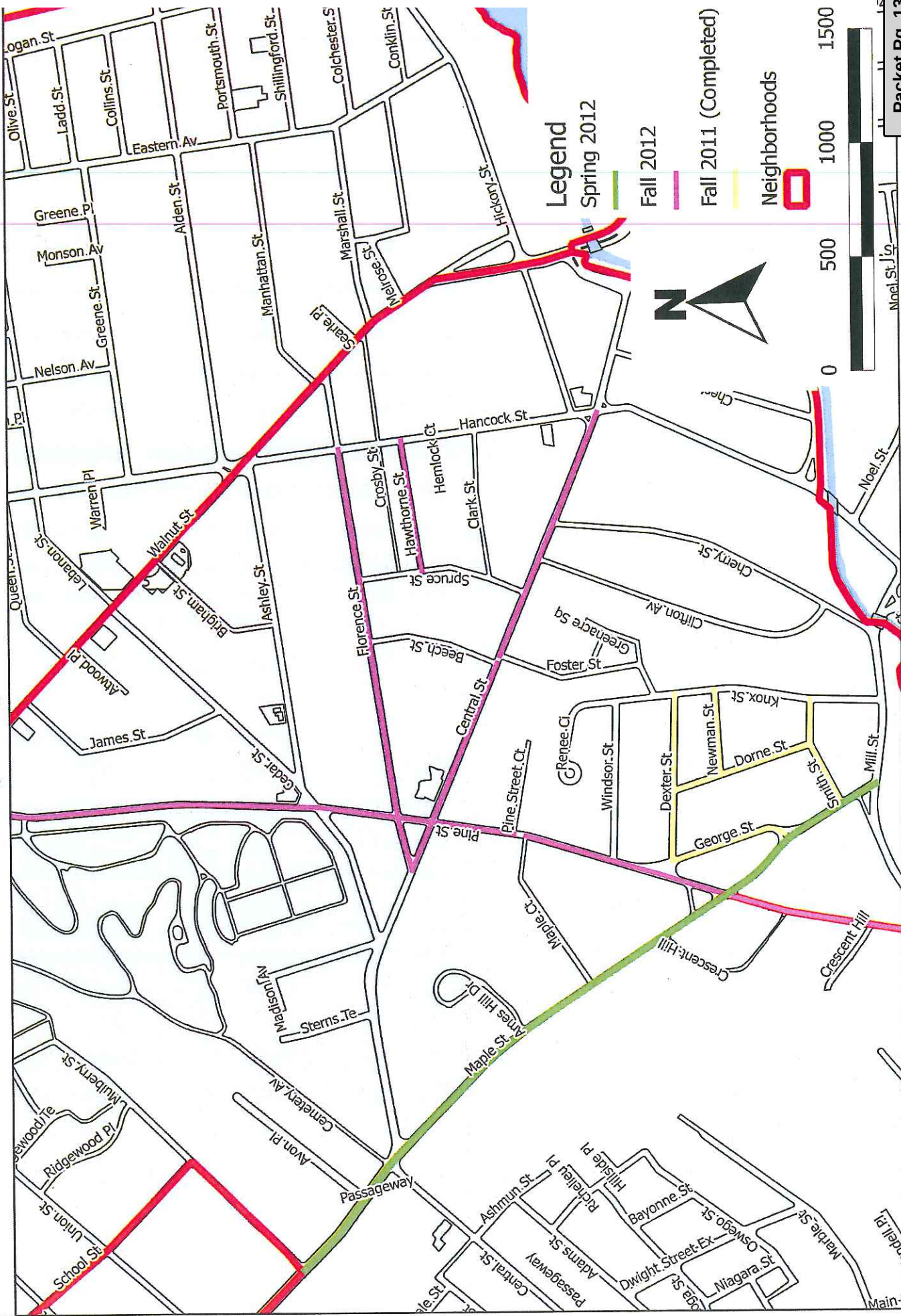
Sixteen Acres Tornado Recovery Tree Planting Spring/Fall 2012



Six Corners Tornado Recovery Tree Planting Spring/Fall 2012

2.1.a

Attachment: Tornado reforestation plan (1590 : Transfer Fr Utilities to Tree Re-Planting Project)



Street Tree Master Plan: ReGreening Springfield's Neighborhoods

February 2012



The
Springfield
Department of
Parks,
Buildings &
Recreation
Management



Presented by:

Patrick J. Sullivan, Director, Parks, Buildings & Recreation

Edward P. Casey, City Forester, Forestry Division

Alex Sherman, Assistant City Forester, Forestry Division

TABLE OF CONTENTS

INTRODUCTION.....	2
CURRENT STATE OF THE URBAN FOREST	2
SPECIES COMPOSITION	2
DIAMETER	3
TYPE OF PLANTING SITES	4
I-TREE VUE ANALYSIS.....	5
IMPACT OF RECENT STORMS	7
VISION AND GUIDING PRINCIPLES.....	8
STRATEGIC GOALS	8
PLAN OBJECTIVES	8
PLAN OF WORK	8
IMPLEMENTATION.....	9
STRATEGIC PLAN DEVELOPMENT.....	9
PLANTING TACTICS	9
PARTNERSHIPS	10
EDUCATION	10
TREE MAINTENANCE	11
CONCLUSION.....	11
APPENDIX A - PROJECT TIMELINE.....	12
APPENDIX B – SPRING 2012 AND FALL 2012 PLANTING MAPS.....	13
APPENDIX C – TREE LIST	18
APPENDIX D – THE RIGHT TREE FOR THE RIGHT PLACE	20

Introduction

The many economic, social, and environmental benefits of trees in urban areas are widely known. The tree lined streets of Springfield contribute to the character and livability of the city, while providing these important benefits to its residents. Recent severe weather events have caused major damage to the city's urban tree population reducing the impact of many of these benefits. Restoring the urban forest where it was lost and expanding it to areas with low canopy cover will ensure future generations can receive the many services trees provide. The purpose of this report is to outline a detailed master plan for tree planting activities over the next five years.

Planning for a sustainable urban street tree population begins with a careful analysis of current conditions. The US Forest Services' i-Tree suite of software provides a number of ways to quantify the state of the urban forest. Two software applications were used to get a broad overview of Springfield's urban tree population. The information gained through this analysis along with the professional knowledge of the City Forester and Forestry Division staff provided the basis for this tree planting strategic plan.

An i-Tree Streets analysis was conducted for the entire city in the spring of 2010. The city's tree inventory showed approximately 30,000 street tree sites recorded in Springfield. Of these 27,657 street trees in Springfield's urban forest were used in the study to determine the overall composition and benefits provided to the city.

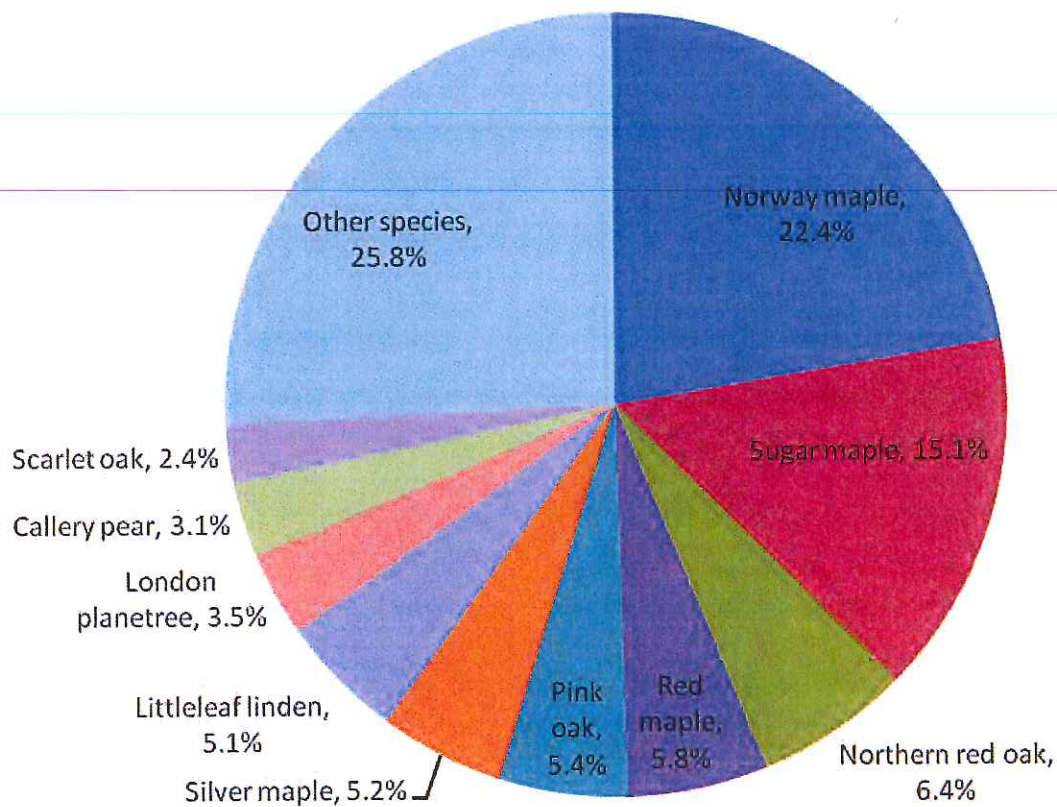
Current State of the Urban Forest

Species Composition

A majority of Springfield's urban forest is comprised of ten dominant species (Figure 1). Increasing species diversity is critically important for the health and resiliency of the urban forest. A diverse population of trees can create a buffer against a potential disease or insect outbreak that affects one species or genus of tree. Some historic examples are Dutch Elm Disease (American elm), Chestnut Blight (American chestnut), Asian Longhorned beetle (predominately maples), and Emerald Ash Borer (ash). A common guideline in urban forestry used to measure species diversity against the risks of monoculture is the "10-20-30" rule, whereby no more 10% of any species, 20% of any genus, or 30% of any botanical family is represented in a population.

Norway maple (*Acer platanoides*) and Sugar maple (*Acer saccharum*) are the two most common species found in Springfield's urban forest. The maple (*Acer*) genus accounts for 37.5% of the total population. Due to this fact, maples have been planted sparingly over the past several years. Although Norway maple has proven to be outstanding in terms of survivability and shade, it is no longer planted in Springfield due to its listing as an invasive species as well as problems associated with heaving sidewalks. A list of potential species and their characteristics is provided (Appendix B).

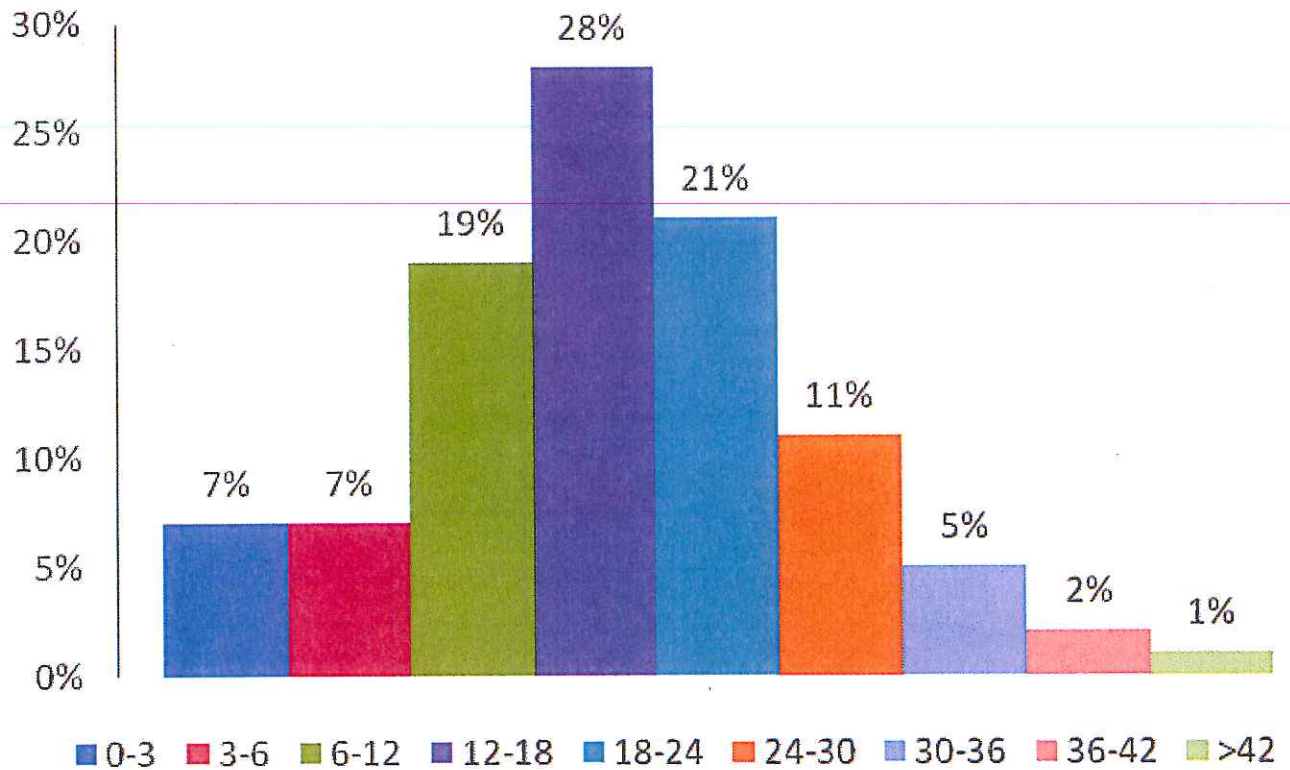
Figure 1. Current Species Distribution



Diameter

Tree diameter is measured at 4.5 feet above the ground (diameter at breast height, or dbh). Separated into age classes (Figure 2), the inventory shows that trees are averaged in the middle diameter size classes, with 28% between 6 and 24 inches dbh. Newer planted trees account for 14% of the total trees, with dbh of 6 inches or less. Eleven percent (11%) of trees fall in the range of 24-30 inches dbh, while less than 8% are greater than 30 inches in diameter. A size class distribution curve with an even-aged population of trees (using size as an indicator of age) is important in terms of managing continuous canopy cover with steady maintenance practices and uniform costs. Planting more young trees in Springfield is desirable in order to offset mortality of middle-aged trees over time.

Figure 2. Current Tree Diameter Distribution (inches)



Type of Planting Sites

Planting space is one of the most important factors contributing to street tree health. Insufficient space can limit water infiltration and root development, hampering growth and decreasing lifespan. In addition, when space is limited, street trees can interfere with urban infrastructure, such as pavement, resulting in sidewalk cracking or heaving.

Maximizing planting space for trees in urban areas is a significant challenge for tree resource managers. Increasing planting space and appropriate tree selection can improve sidewalk integrity and maximize tree health by reducing future infrastructure conflicts. Tree belt widths vary widely throughout Springfield. In Springfield, 56% of trees are planted in planting strips. In some cases front yards are more ideal planting areas due to the larger amount of space for tree roots, as well as homeowners' willingness to take care of tree in their yard. Currently, front yards account for 37% of tree sites. An effort will be made to choose sites that maximize rooting space, but exceptions may occur in areas underserved by trees that contain limited tree belt widths.

Overhead wires are common throughout Springfield and can pose a serious conflict with street tree canopy. Line clearance pruning by utility companies is necessary but often compromises the structure of large shade trees. Proper species selection of newly planted is crucial for avoiding future conflicts with wires.

i-Tree Vue Analysis

The i-Tree Vue software provides an overall estimate of urban tree canopy cover and available planting space. The software uses National Land Cover Data (NLCD) 30 meter resolution imagery to calculate estimates based on land cover types, tree canopy, and impervious surface. Due to the resolution of the available images estimates of tree canopy in urban areas can be off by 10% to 48% and therefore can only be used for broad guidelines of canopy goals. The software calculates regional adjustments for parameter estimates to decrease this error. Despite this limitation, this method provides an efficient way of determining city wide estimates and modeling future planting projects.

The overall tree canopy cover for the city of Springfield was 33.7% which is outstanding for a community of its size. Much of this canopy cover is derived from the many wooded parks and open spaces found throughout the city and does not reflect the tree cover of many residential neighborhoods and commercial districts. The i-Tree Vue software estimates canopy cover for various cover-types of interest. In order to increase the overall canopy cover and improve services provided by trees to underserved areas of the city, the focus must be put on developed areas of the city. The i-Tree Vue analysis revealed that %81.6 of the city falls within the NLCD Developed land cover class. Out of this only 24.6% is tree canopy showing room for improvement.

The i-Tree Vue software also provides estimates of canopy increases based on user-defined planting scenarios (Figure 3). Increasing canopy cover of all developed areas in the city by 1% would require an additional 175 acres of tree cover. The analysis showed that the most suitable areas to achieve this goal through planting street trees will be in Developed, Low Intensity and Developed, Medium Intensity land use types. These land types are typical of much of the residential area of Springfield. The model showed little potential for increase of canopy cover in Developed, High Intensity areas, but select tree planting projects will be identified in these areas where appropriate. Tables 1 and 2 show the complete analysis provided by the i-Tree Vue software.

Figure 3. Tree Available Green Space



Table 1. Raw Image Tree Canopy Statistics for the City of Springfield

NLCD Raw Image Statistics

NLCD Land Cover Classes, Tree Canopy, and Impervious Cover

Date: 12/15/2011 11:10:06 AM

Cover Type	Area	Impervious	Tree Canopy
Region	21,105.9 acres	8,444.2 acres	6,869.8 acres
		41.50%	33.70%
NLCD Developed, All	17,223.8 acres	8,318.3 acres	4,242.2 acres
	81.60%	48.30%	24.60%
Developed, Open Space	3,567.0 acres	427.1 acres;	2,052.7 acres
	16.90%	12.00%	57.50%
Developed, Low Intensity	5,817.6 acres	2,254.9 acres	1,453.10 acres
	27.60%	38.80%	25.00%
Developed, Medium Intensity	6,025.1 acres	3,966.5 acres	589.9 acres
	28.50%	65.80%	9.80%
Developed, High Intensity	1,814.1 acres	1,669.9 acres	146.6 acres
	8.60%	92.10%	8.10%

Table 2. Estimated 1% Canopy Increase of Developed Land

New User-Defined Tree Canopy

Percent change across all DEVELOPED areas.

(User request: 25.6 %; a difference of 1 %) note: all estimates are rounded

Date: 12/15/2011 11:14:08 AM

Cover Type	Area	Impervious	New Tree Canopy	Difference
Developed, All	17,223.8 acres	8,318.3 acres	4,417.7 acres	175.5 acres
	81.60%	48.30%	25.60%	1.00%
Developed, Open Space	3,567.0 acres	427.1 acres;	2,096.8 acres	44.1 acres
	16.90%	12.00%	58.8%	1.20%
Developed, Low Intensity	5,817.6 acres	2,254.9 acres	1,531.4 acres	78.3 acres
	27.60%	38.80%	26.30%	1.30%
Developed, Medium Intensity	6,025.1 acres	3,966.5 acres	642.1 acres	52 acres
	28.50%	65.80%	10.7%	0.90%
Developed, High Intensity	1,814.1 acres	1,669.9 acres	147.4 acres	0.8 acres
	8.60%	92.10%	8.10%	0.00%

Impact of Recent Storms

Several major storm events occurred during 2011 causing major damage to Springfield's urban forest. The June 1st tornado and the October 29th Northeaster snow storm caused the greatest amount of tree damage.

A series of tornadoes ripped through Western Massachusetts on June 1st, 2011. The most severe tornado was the EF-3 on the Enhanced Fujita Damage Classification Scale with wind speeds estimated at 136 to 165 mph. The main path of the storm followed a track through the city of Springfield, resulting in major damage to city infrastructure including many buildings and dwellings, power lines, and public shade trees.



Damage to the street trees was extensive, destroying or severely damaging many of the public trees growing in these areas. An approximated loss of 35% of the street trees in the tornado impact zone will lead to an annual loss of \$121,782 to the City of Springfield and the residents of the affected neighborhoods.

Immediate impacts include the reduction of rainwater interception by 2,444,252 gallons; reduced storage of 3,441,539 pounds of carbon;

approximately 331,232 pounds of sequestered CO₂ has been lost due to the removal of 1,340 street trees growing in the impact zone. Preliminary estimates show that over 60 million gallons in stormwater interception has been reduced due to the impact to the tree canopy, and over \$3.4 million in quantifiable annual benefits have been reduced due to the impact on all trees. It is estimated that the replacement value for the street trees alone is over \$8 million.

On October 29th a northeaster storm brought an early snow to New England. Western Massachusetts was hit particularly hard with heavy wet snow accumulating on limbs of trees. The early fall timing of the storm meant that many trees were still in full leaf, increasing the weight of snow laden branches. Downed trees caused widespread power outages across the region. Springfield's street tree population suffered extensive damage with broken limbs and downed trees blocking roads throughout the city. Unlike the localized nature of the tornado, damage from this storm was found in every neighborhood of the city.

The impacts of these storms and others that have affected western Massachusetts over the past year have had a great impact on Springfield's urban forest. Although many of Springfield's street trees have been lost or severely damaged, the opportunity to restore and create a healthier, more diverse urban forest is possible. Following the detailed planting plan outlined in this report will provide the framework for achieving this goal.



Vision and Guiding Principles

The overall vision of the replanting effort is to restore and expand the urban forest to increase ecosystem services and other benefits provided by street trees in Springfield.

Strategic Goals

1. Increase species diversity of Springfield's tree population.
2. Maintain an appropriate size/age distribution throughout the city.
3. Plant in areas that maximize rooting volume.
4. Apply the "Right Tree Right Place" principles for species selection and plant location (Appendix D).
5. Improve air quality and microclimate.
6. Educate the public on the many benefits of urban trees through increased tree related volunteer efforts.
7. Encourage increased community involvement through Arbor Allies.
8. Restore street tree canopy cover in areas that experienced tree loss in recent storm events.
9. Expand Springfield's tree canopy by planting trees in neighborhoods underserved by trees.
10. Grind all existing stumps in the Tornado Zone in coordination with planting projects.

Plan Objectives

1. Plant 800 trees a year citywide with approximately one-third planted with volunteer help from the Arbor Allies.
2. Plant 100 trees a year in open spaces and parks throughout the city with one-half being planted with volunteer help from the Arbor Allies.
3. Increase canopy cover of developed areas by 1%.
4. Complete scheduled removals and grind all stumps on streets prior to planting.

Plan of Work

The reforestation of Springfield's urban forest was split up into two phases. The first phase which began in the fall of 2011 is focused on replanting streets that had tree damage caused by the tornado. During the initial fall 2011 planting season, the focus was put on the periphery of damaged areas in order to allow time for re-construction of damaged structures. This phase will be completed during the spring and fall 2012 planting seasons and will focus on all areas that experienced severe tree loss in the tornado zone. Areas in East Forest Park, Six Corners, Sixteen Acres, and The South End will be planted in the spring of 2012. The fall 2012 season will focus on the remaining streets in neighborhoods from the spring planting and also address areas in Metro Center and Old Hill. The number of trees, type of planting stock, and species of each planting project is chosen based on available planting space along with other site characteristics. The second phase of the reforestation effort will expand tree planting throughout the entire city. An effort will be made to plant trees in every neighborhood each season. In all phases of replanting, priority will be given to those who request trees to be planted on their street. An attempt will be made to fulfill all planting requests as deemed suitable by the City Forestry Division. All scheduled tree removals and stumps will be addressed prior to the scheduled planting for each street. Detailed project plans will be developed each year prior to the planting season.

This planting schedule is intended to be used as a guideline. It is important to note that there are many variables that cannot be accounted for in a planting plan such as this. Plant availability, weather conditions, and adequate funding are all important factors that can create a need to make adjustments to the specific plan. An effort will be made to mitigate these factors by compiling plant material lists well before the planting season and continue ongoing fund raising efforts to ensure adequate funds will be available to implement this planting plan.

A planting schedule and maps showing detailed project plans of the spring 2012 and fall 2012 plantings can be found in Appendix A and Appendix B.

Implementation

Strategic Plan Development

The overall goal of this Planting Master Plan is to lay out long-term goals and a general schedule in order to guide the planting efforts year to year. Adjustments may have to be made depending upon the specific conditions of the planting season. However, setting strategic goals will provide guidelines on which to assess program success. Long-term planning will also provide guidelines for financial planning. In order to achieve the goals set forth in this plan, a wide range of partners and funding sources will need to be identified and incorporated into fiscal planning and implementation. A basic schedule of planting has been developed to help guide this process (Appendix A).

Planting Tactics

Labor

A combination of Forestry Division staff, volunteer efforts and contracted services will be used to implement planting projects. Some projects will require the capabilities of contracted services while others will be able to be implemented by trained volunteers.

Planting Stock

Various planting tactics will be used to maximize the effectiveness of the planting program. A combination balled and burlapped (B&B) and bare root (BR) planting stock will be used. The type of stock used will depend on what is appropriate for the specific site.

Species Selection

Proper species will be selected on a site by site basis according to the Right Tree Right Place guidelines (Appendix D). An effort will be made to maintain a consistency of species on a street and knowledge of historical species composition will be considered where appropriate.

Site Specifications

The exact location of all trees planted as part of this Master Plan will be determined by the City Forestry staff and adhere guidelines already in place. These are as follows:

In matching trees with sites the City Forester shall consider mature size and height. Site characteristics such as overhead power lines, existing vegetation, and infrastructure items,

such as curbs and sidewalks shall be considered. Trees that grow greater than 30 feet should not be planted under power lines. Trees with large spreading crowns should not be planted near traffic intersections. Trees that bear fruit should not be planted near sidewalks.

Minimum Distance Standards

- at least 10 feet from driveways, wheelchair ramps and fire hydrants
- no closer than 5 feet behind or 10 in front of signs
- at least 5 feet from underground utility lines
- at least 10 feet from street lights, farther from larger trees
- at least 15 feet from storm sewer inlets
- at least 30 feet from intersections
- distance from existing vegetation on abutting property

Partnerships

A number of partnerships will be fostered throughout the execution of this master plan. Donations of funding and volunteer labor will be sought from a wide variety of interested parties. Involving the community at large is a key to achieving our goals.

Various neighborhood councils and other citizen based groups will be asked to participate in the reforestation process. Following the June 1st tornado a citizen group emerged from the East Forest Park neighborhood that seeks to plant trees in resident's backyards. Technical support will be given to private groups such as this that includes advice on species selection and proper placement of trees. In addition to this opportunity the volunteer group Arbor Allies will be an integral partner in the execution of this plan. Volunteer planting events will be organized through this group and Arbor Allies volunteers will be used to supply volunteer labor. Springfield schools will also be a source of volunteerism. Engaging students in the planting effort will achieve the dual goal of planting trees as well as increasing environmental awareness and education. Already in the fall of 2011 several trees were planted by volunteers including from Putnam Vocational High School and Springfield Technical Community College.

Following the June 1st tornado, the ReGreen Springfield initiative was started. The goal of ReGreen Springfield is to act as a source on information on the replanting efforts. The website www.ReGreenSpringfield.com was created to provide residents information on the replanting efforts and how they can help. Residents can request trees to be planted on their property as well as find out how to donate time and funding to the effort. ReGreen Springfield has many corporate sponsors that have already made financial commitments. PeoplesBank donated a large sum to go towards tree planting in the tornado zone. This donation funded planting over 60 trees this fall with more to follow in the spring. NASCAR also joined in the effort to regreen Springfield's streets by donating 100 trees to the city. Sixteen Acres Garden center also donated a number of trees that were planted this fall. Several other smaller corporate donations have also been received including from the Paperboard Packaging Council and Sodexo Inc.

Education

Public education on the importance of planting and maintaining urban trees will be an important part of the planting plan. Public education will be achieved through the ReGreen Springfield website as well as through public participation in volunteer plantings.

Tree Maintenance

All tree planting methods and subsequent aftercare including watering and pruning will follow the American National Standards Institute (ANSI) A300 and the corresponding International Society of Arboriculture (ISA) Best Management Practices guidelines.

Conclusion

The recent severe storms have left a mark on the City of Springfield that will take many years to erase. This is no more evident than with the loss of the tree resource within the tornado impact zone. The landscape will never be the same as before the storms and it will take many years to restore the canopy cover lost in some areas. While this loss is a tragedy, with reforestation efforts and proper management, the urban forest in these areas can be healthier than it ever has been.

There is a great opportunity to apply the latest knowledge and professional practices of urban forestry to ensure healthy and vigorous trees will once again line the streets of Springfield. This Planting Master Plan is designed to take advantage of current best practices in urban forestry and will provide guidelines from which to plan the recovery of Springfield's urban tree resource. By engaging the community through volunteer efforts the value of urban trees will be demonstrated to a wider audience ideally resulting in a greater respect for trees as an urban natural resource, increased ecosystem services to residents, and a greater sense of community. Adhering to the plan set forth in this report will provide the methods of achieving these goals. This report will serve as a reference to allow decision makers to make informed choices when implementing the reforestation of Springfield.



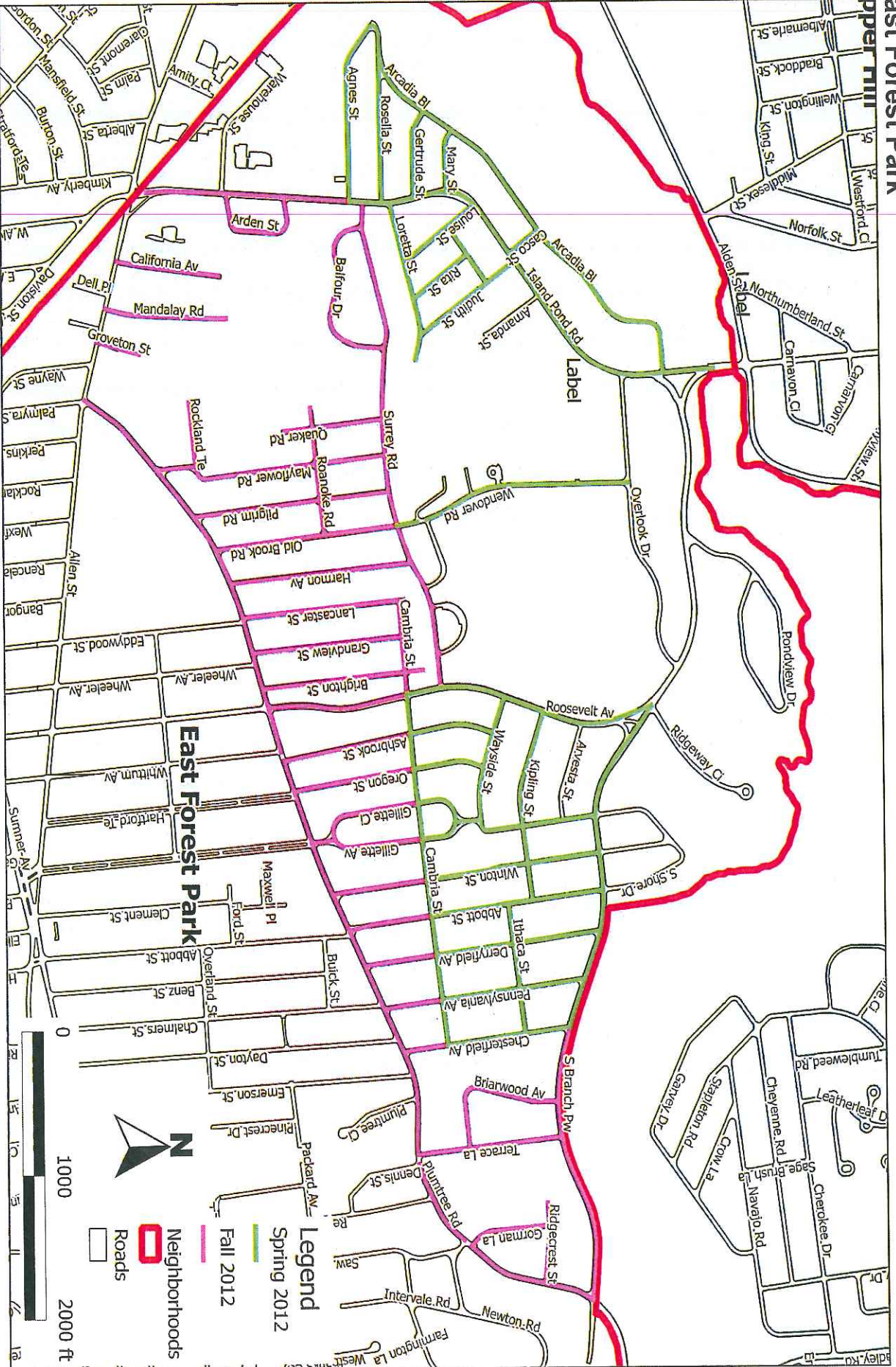
Appendix A - Project Timeline

Fall 2011 (Actual)			Spring 2012 (Estimated)				
PROJECT	Trees	COST	PROJECT	TREES	TYPE	UNIT COST	TOTAL COST
EAST FOREST PARK	71	\$36,990.21	EAST FOREST PARK	500	B&B	\$500.00	\$250,000.00
FOREST PARK	20	\$2,176.78	Stumps	162		\$151.75	\$24,583.50
METRO CENTER	6	\$8,888.50	SIX CORNERS	40	BR	\$100.00	\$4,000.00
OLD HILL	13	\$1,223.56	Stumps	11		\$151.75	\$1,669.25
SIX CORNERS	21	\$2,190.35	SIXTEEN ACRES	40	B&B	\$400.00	\$16,000.00
SIXTEEN ACRES	12	\$4,177.25	Stumps	4		\$151.75	\$607.00
SOUTH END	25	\$3,138.44	SOUTH END	40	BR	\$100.00	\$4,000.00
UPPER HILL	22	\$2,070.64	Stumps	14		\$151.75	\$2,124.50
			Sub Total Trees	620			\$274,000.00
			Sub Total Stumps	191			\$28,984.25
			Sub Total Streets				\$302,984.25
Total	190	\$60,855.73	Camp Wilder	3000	Seedlings	\$1.66	\$5,000.00
			Total				\$307,984.25

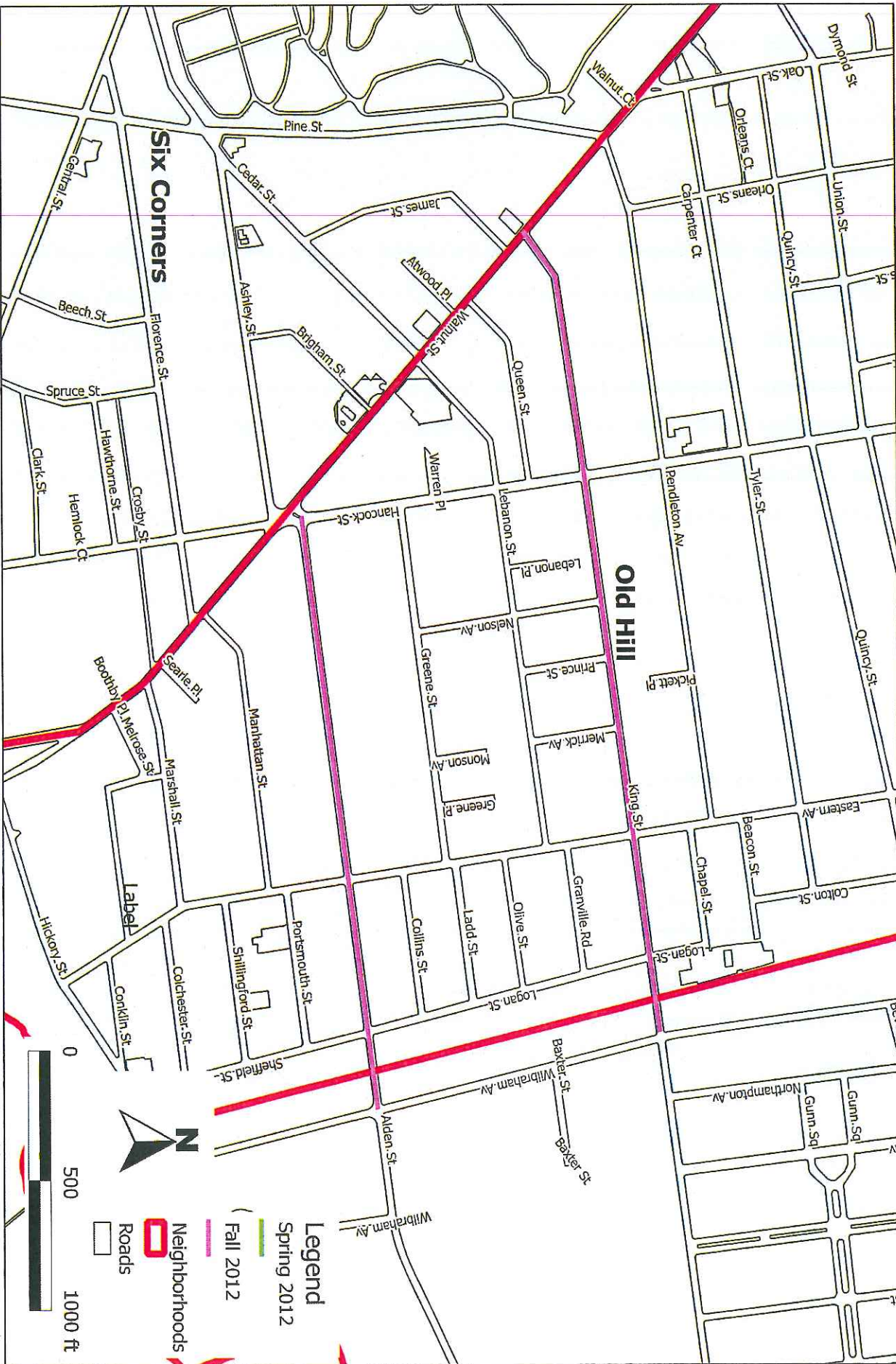
Fall 2012 (Estimated)					Spring 2013- Fall2016 (Season Estimates)	
PROJECT	TREES	TYPE	UNIT COST	TOTAL COST	PROJECT	TREES TYPE
EAST FOREST PARK	250	B&B	\$500.00	\$125,000.00	BAY	25 BR
Stumps	174		\$151.75	\$26,404.50	BOSTON ROAD	25 BR
METRO CENTER	20	B&B	\$400.00	\$8,000.00	BRIGHTWOOD	25 BR
Stumps	6		\$151.75	\$910.50	EAST FOREST PARK	25 BR
OLD HILL	20	B&B	\$400.00	\$8,000.00	EAST SPRINGFIELD	25 BR
Stumps	4		\$151.75	\$607.00	FOREST PARK	25 BR
SIX CORNERS	20	B&B	\$400.00	\$8,000.00	INDIAN ORCHARD	25 BR
Stumps	2		\$151.75	\$303.50	LIBERTY HEIGHTS	25 BR
SIXTEEN ACRES	40	B&B	\$400.00	\$16,000.00	MCKNIGHT	25 BR
Stumps	19		\$151.75	\$2,883.25	MEMORIAL SQUARE	25 BR
SOUTH END	20	B&B	\$400.00	\$8,000.00	METRO CENTER	25 BR
Stumps	6		\$151.75	\$910.50	OLD HILL	25 BR
Sub Total Trees	370			\$173,000.00	PINE POINT	25 BR
Sub Total Stumps	211			\$32,019.25	SIX CORNERS	25 BR
Sub Total Streets				\$205,019.25	SIXTEEN ACRES	25 BR
					SOUTH END	25 BR
					UPPER HILL	25 BR
Total				\$205,019.25	Total	425

Appendix B – Spring 2012 and Fall 2012 Planting Maps
East Forest Park

Attachment: Tornado reforestation plan (1590 : Transfer Fr Utilities to Tree Re-Planting Project)

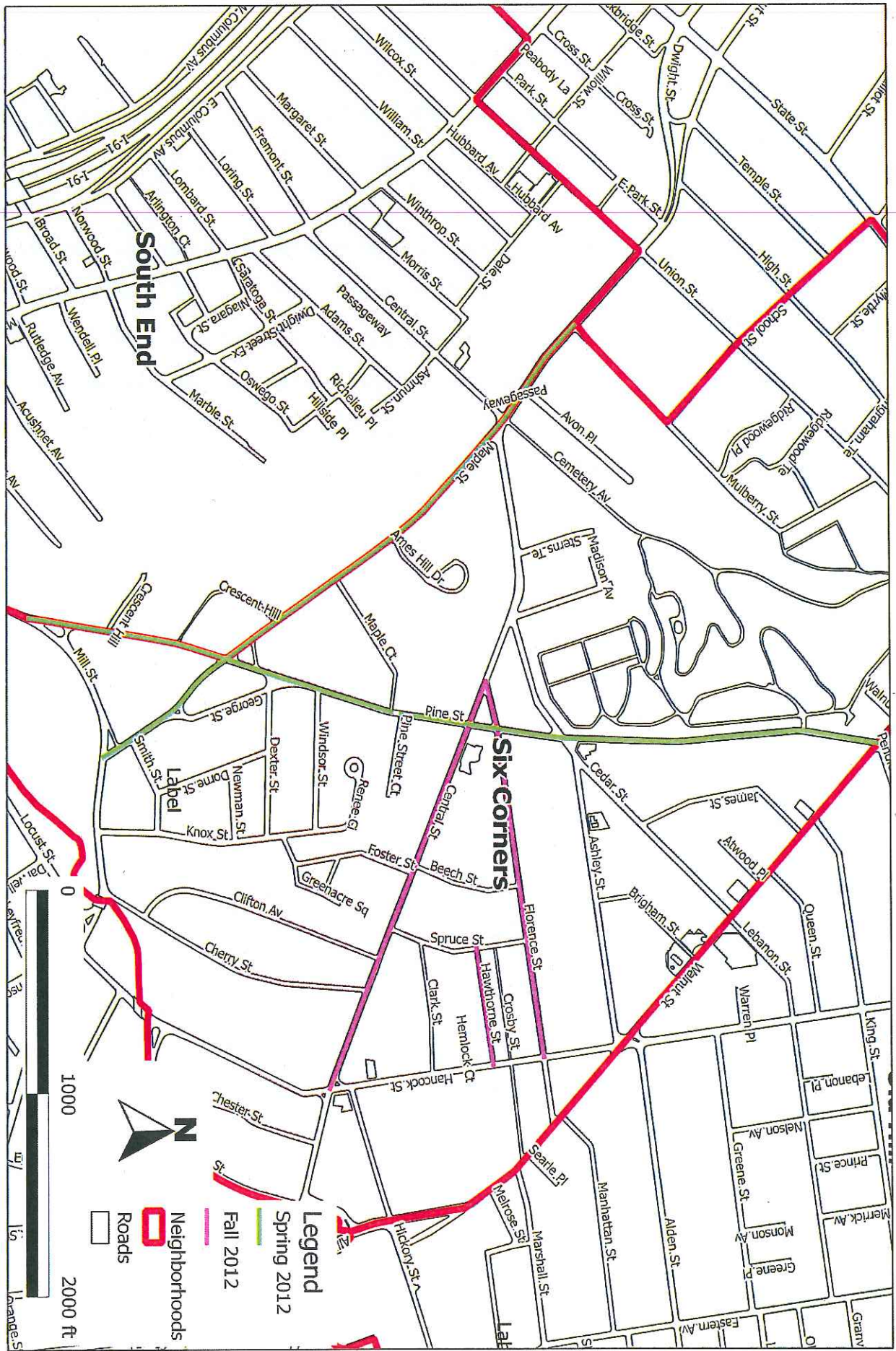


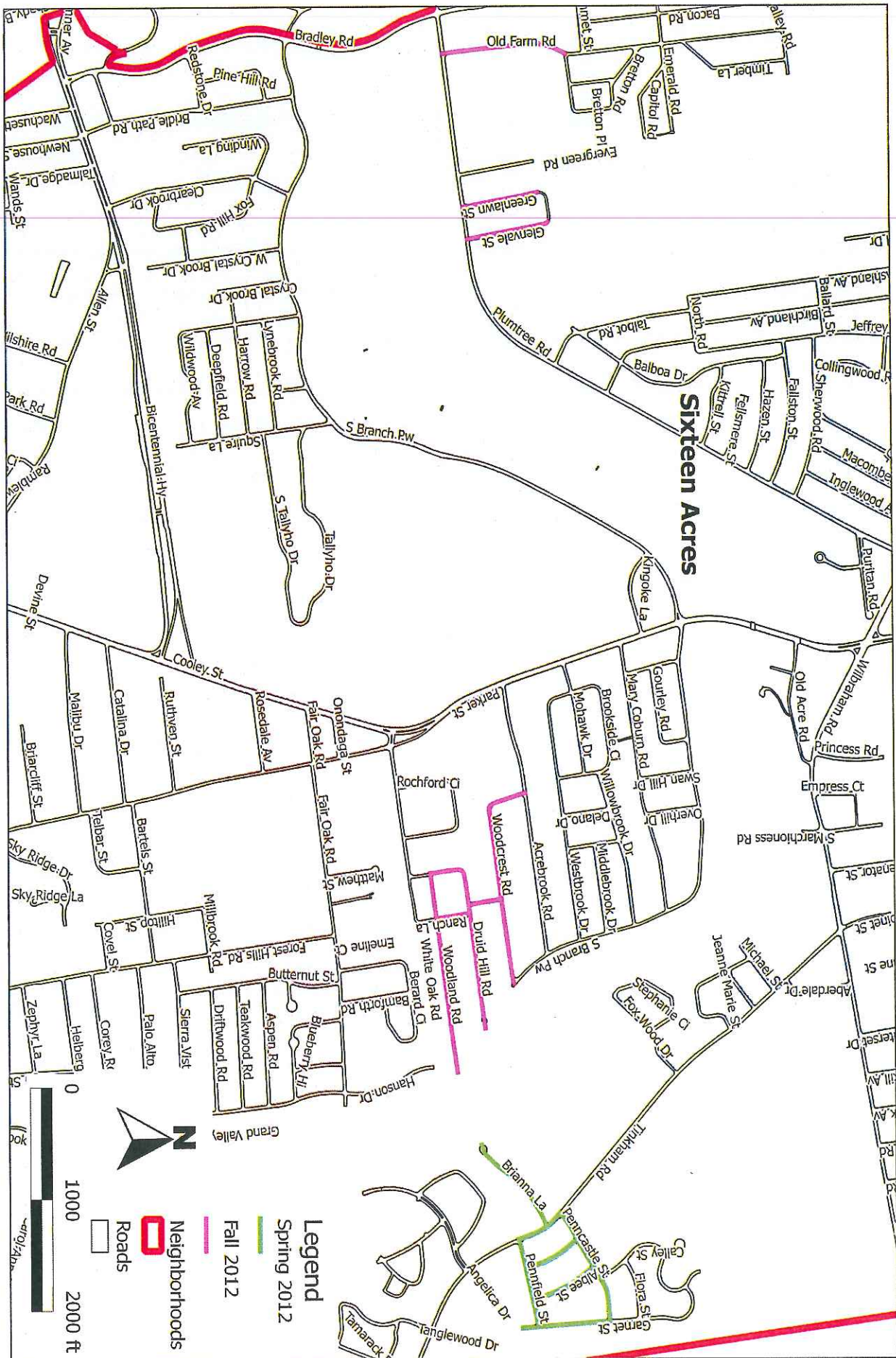
Old Hill



Six Corners

Attachment: Tornado reforestation plan (1590 : Transfer Fr Utilities to Tree Re-Planting Project)





This map shows the South End neighborhood in Boston, with streets labeled and colored overlays indicating different time periods. The legend indicates that the red line represents the 'Fall 2012' period, the green line represents the 'Spring 2012' period, and the blue line represents the 'Fall 2011' period. The map also includes a scale bar (0 to 1000 ft) and a north arrow.

Legend

- Fall 2012 (Red line)
- Spring 2012 (Green line)
- Fall 2011 (Blue line)
- Roads (Black outline)
- Neighborhoods (Red outline)

Streets shown: State St, Bliss St, Howard St, Union St, Wilcox St, Margaret St, William St, Hubbard Av, Cross St, Peabody La, Park St, Winthrop St, Dale St, Morris St, Central St, Passageway, Adams St, Bayonne St, Hillside Pl, Richmond St, Astor St, Central St, Madison Av, Central St, Sterns Tr, Cemetery, Avon Pl, Maple St, Ames Hill Dr, Gardner St, Norwood St, Wendell Pl, Marble St, Niagara St, Saratoga St, Montpelier St, Lombard St, Arlington Ct, Loring St, Fremont St, E Columbus Av, W Columbus Av, W Union St, Ramp, T-91, T-92.

Appendix C – Tree List

ReGreen Springfield Tree Selection List

Shade Trees					
Common Name	Mature Height	Mature Spread	Unique Characteristics	Site Specifications	
Sweetgum	60 to 75 ft	20 to 30 ft	Star shaped leaf, persistent varied fall color from yellow to purple	Full sun, slightly acidic soils	
American Hophornbeam	25 to 40 ft	20 to 30 ft	Graceful small tree with many drooping branches	Full sun or partial shade, acidic soil	
Blackgum, Black Tupelo	30 to 50 ft	20 to 30 ft	Early fall colors vary between yellow, orange, and red, bark forms blocky texture	Full sun, wet to well-drained soil, salt/pollution tolerant	
American Yellowwood	30 to 50 ft	40 to 55 ft	Smooth beech-like bark, bright green leaves	Tolerates acid & alkaline soils, full sun, prefers well-drained soils	
American Hornbeam	20 to 30 ft	20 to 30+ ft	Light gray, "muscular" bark, slow-growing	Prefers deep, rich, acidic soil, does well in heavy shade	
Tulip Tree	70 to 90 ft	35 to 50+ ft	Uniquely shaped leaf, beautiful greenish flower, flowers May to June	Full sun, adaptable to varying pH but prefers slightly acidic soil	
Pin Oak	60 to 70 ft	25 to 40 ft	Bronze red fall color, interesting branching: peduncles, horizontal, and upright, acorn fruit	Tolerant of urban conditions, Full sun, acidic soil	
Red Oak	60 to 75 ft	60 to 75 ft	Red to golden-brown fall color, acorn fruit	Full sun, well-drained soil, variable pH, drought tolerant	
Basswood/Linden	60 to 70 ft	30 to 40 ft	Fragrant June flower, yellow fall color	Full or partial sun, variable pH, heat and compaction tolerant	
European Beech	50 to 60 ft	35 to 45 ft	Can reach 100' in height, "muscular" bark, stately form	Will not withstand wet or compacted soil, does best in full sun	
Larch	70 to 90 ft	35 to 40 ft	Open and pyramidal form with slender, pendulous branches, yellow fall color, drops its leaves	Needs sufficient moisture, full sun, well-drained soil, intolerant of shade	
Dawn Redwood	70 to 100 ft	25 ft	Needle-like leaves with orange-red fall color, vibrant red bark, drops its leaves	Full sun, acidic soil	

Attachment: Tornado reforestation plan (1590 : Transfer Fr Utilities to Tree Re-Planting Project)

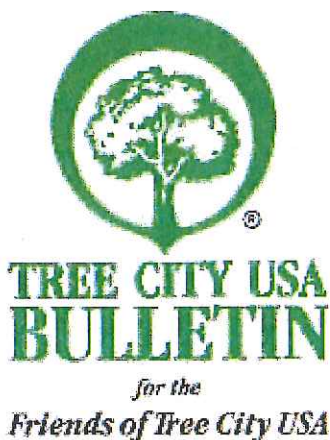
River Birch	50 to 70 ft	30 to 40 ft	Attractive exfoliating shiny red-brown bark	Full sun, intolerant of acidic soil
American Elm	60 to 90 ft	30 to 50 ft	Stately vase-shaped form, rough textured leaves	Easily transplantable, pH adaptable, salt tolerant
Ornamental Trees				
Common Name	Mature Height	Mature Spread	Unique Characteristics	Site Specifications
Japanese Tree Lilac	20 to 30 ft	15 to 25 ft	Off-white fragrant flowers, blooms in early summer	Full sun, well drained soils, slightly acidic soil, drought tolerant
Robin Hill Serviceberry	20 to 25 ft	12 to 15 ft	White flowers and pinl buds prevalent in spring before leaves emerge	Full sun to part shad, moist, well-drained slightly acidic soil
Kousa Dogwood	20 to 30 ft	20 to 30 ft	Pointed 4-petaled, white flowers, blooms in June, large strawberry-like fruit in August	Sun to part shade, moist, well-drained soil
Centurion Crabapple	20 to 25 ft	15 to 20 ft	Rose red flowers bloom in April	Full sun, medium moisture, well-drained, acidic soil
Crimson Cloud Hawthorn	25 ft	20 ft	Dark pinkish red Flower with white star in center	Easily transplantable, drought tolerant
Columnar Sargent Cherry	35 ft	15 ft	Single pink flowers bloom in early May	Full sun or part shade, moderately drought tolerant
Amanagawa Japanese Flowering Cherry	20 to 30 ft	20 to 30 ft	Fragrant long lasting pink flowers	Sun to Full sun, moderately ,moist soil, pollution and heat tolerant

Attachment: Tornado reforestation plan (1590 : Transfer Fr Utilities to Tree Re-Planting Project)

Appendix D – The Right Tree for the Right Place

Chapter 3

Appendix A

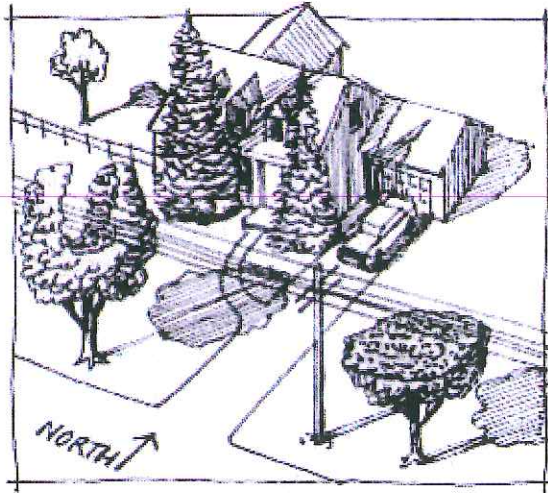


Bulletin No. **4**
James R. Fazio, Editor

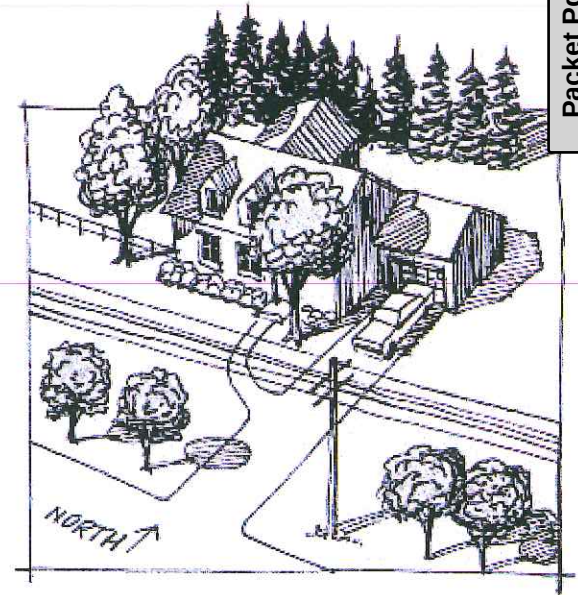
The Right Tree for the Right Place

Any Friend of Tree City USA can list the many benefits of trees -shade, beauty, windbreak, privacy, cleaner air, less noise, less glare, and higher property values to name a few. But the key to these benefits is to select the right tree and plant it in the right place. The right tree in the right place not only assures a lifetime of satisfaction, it also keeps maintenance costs low.

"What is right?" may sound like an exam question from a class in moral philosophy, but in the green world it is not quite as complex. A tree's requirements to thrive, its form or shape, its size at maturity and its role or function in your landscape help determine the best tree to plant. Beyond that, the question enters the grey area of personal taste where what is "right" is largely a matter of opinion.



Wrong Planting large trees under utility lines often means mutilated trees. Large evergreens close to the house on the south block warming winter sunlight.



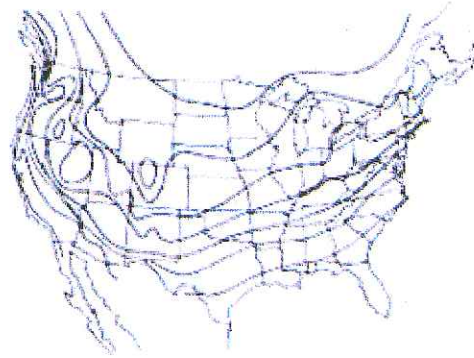
Right Short flowering trees don't clash with overhead utility lines. Large deciduous trees on the southeast, southwest, and west provide cooling shade in summer, and don't obstruct the low winter sun. An evergreen windbreak on the north blocks cold winter winds.

Environmental Factors to Consider

In selecting a tree, your first consideration must be what the tree needs. In other words, what environmental factors limit the ability of a particular species to thrive?

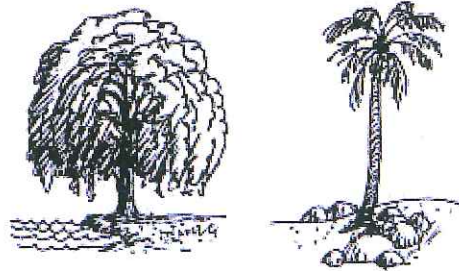
Minimum Temperature

The lowest temperature of the year limits the range of many trees. The familiar "hardiness map" has zoned the country based on average annual minimum temperature. Low temperatures, especially if they come suddenly, can freeze and kill the living cells in trees. Select a species suitable to the zone where you live. Caution: Elevation and exposure differences (the direction of the slope) within each zone also have an effect. North slopes, windy sites and higher elevations can make a site equivalent to one or two hardiness zones lower.



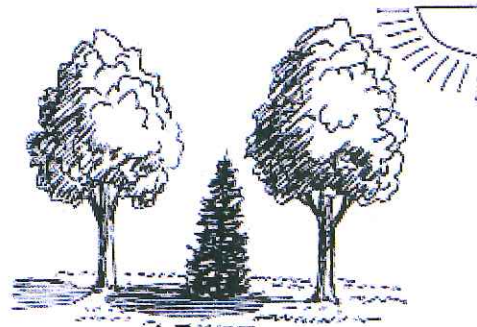
Moisture

Each species can tolerate wet or dry growing conditions to a different degree. Special attention must be given to your selection if the site periodically is flooded, subjected to very dry conditions, or is continually exposed to the drying effect of "rind. Watering, of course, can modify a dry site, but even when you irrigate it is important to know the optimal soil moisture requirement for your species. Tip: Since evergreens give off water (transpiration) from their needles all winter, it is important that they are well watered in the fall before the ground freezes. Also, do not overwater trees. They will "drown" if the soil is kept too wet. With heavy clay-type soils water no more often than at 7-to-10 day intervals during dry summer weather. Light, sandy soils could be watered more frequently. Watering every day or every other day is way too much, however.



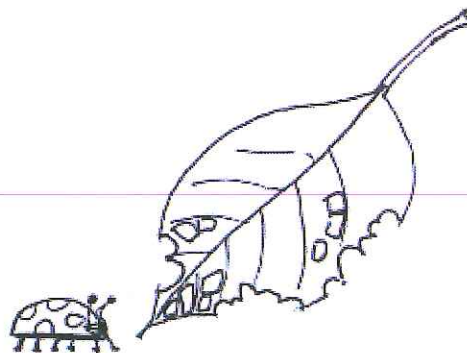
Light

Shade tolerance is the term foresters use to rate the light requirements of each species. Some species, like white birch or most pines, require full sunlight. They are shade intolerant. Tolerant species, like most maples, hemlocks, and lindens can do well in shade. Others, like white oak, are somewhere in between and are referred to as having intermediate tolerance. Don't make the mistake of planting your tree where it is mismatched with its need for light.



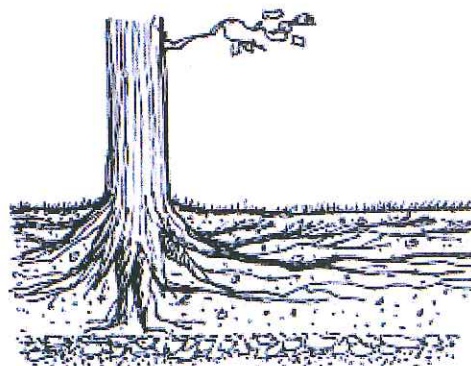
Pests

Every locality has its problems with a particular insect or disease. The best way to avoid trouble is to avoid the species that host these pests. In some cases, it is possible to buy varieties that have been bred for resistance to a disease. For example, where white pine blister rust is a problem, it is best to buy white pine that is certified to be blister rust resistant. Some species, such as goldenraintree and ginkgo, are known for their natural resistance to most pests. Others, such as American elm, are just the opposite.



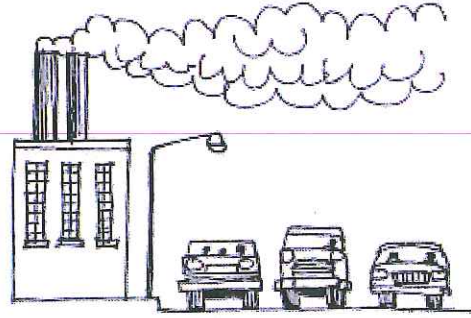
Soil

Soil factors are probably the most overlooked when selecting a tree. Soil depth, structure, and pH, in addition to soil moisture, can make the difference between success or failure after planting. For example, deep-rooted species will need adequate soil depth for their structural roots, whereas shallow-rooted species may do all right on sites where soils thinly cover bedrock or a hard layer of clay. Species that need light, sandy soil should not be planted in rocky or clay-type soils. Also, each tree species has a tolerance range related to acidity and alkalinity just as it does for shade. This requirement should be matched with the soil where you plan to plant. Soils are often disturbed in urban areas and trees which would typically do well may struggle due to poor soil structure. Compaction of the soil due to heavy pedestrian or vehicle use often reduces a tree's growth and size potential.



Air Pollution

Unfortunately, the ability of a species to tolerate air pollution is becoming more important. Chemicals in the air vary with localities, and in some cases the accumulative effects of pollution are just beginning to show up. The best course of action is to ask a local professional if there are problems in your town and, if so, what species are affected. Similarly, salt spray from either the ocean or street de-icing can be a problem locally and some species are more sensitive to it than others. Where these are problems, ask an arborist, nursery professional, urban forester, or extension agent about which trees to avoid.



Tip:

Local nurseries generally do not carry trees that are incompatible with the local climate. However, for site factors other than climate, it is pretty much a matter of "buyer beware." Get the answers before you buy.



City of Springfield

SCHEDULED

Meeting: 04/02/12 07:00 PM
Initiator: Chris Kulig
Sponsors: Mayor Domenic J. Sarno
DOC ID: 1591

2.2

DCR - Public Shade Tree Replacement (Mayor Sarno)

WHEREAS, the City of Springfield's Parks Department (Department) has been awarded a grant in the amount of \$15,000.00 from the State Department of Conservation and Recreation; and

WHEREAS, the purpose of this grant is to re-plant public shade trees in Springfield neighborhoods that were affected by the June 1, 2011 tornado; and

WHEREAS, the Director of Parks, Recreation, and Building Management and City Forester have formulated a reforestation plan to address the loss of street trees; and

WHEREAS, the Department intends to use the grant funds as intended by the State Department of Conservation and Recreation; and

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

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

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

DCR Public Shade Tree Replacement - \$ 15,000.00

the Ministry of a Contractor or TRN to the Operations Services
disclosed by regulation or policy. Any changes to the official printed
TRN may not require any additional agreements, engagement letters, or other
instruments for definitions, instructions and legal requirements that are incorporated by
reference for Vendors - Terms of Work, www.mass.gov/osa/under-OSD-Force

CONTRACTOR LEGAL NAME: City of Springfield (and d/b/a):	COMMONWEALTH DEPARTMENT NAME: Conservation and Recreation	
	MMARS Department Code:	
Legal Address: (W-9, W-4,T&C): 36 Court Street, Springfield MA 01103	Business Mailing Address: 251 Causeway Street, Boston, MA 02114	
Contract Manager: Patrick Sullivan	Billing Address (if different):	
E-Mail: psullivan@springfieldcityhall.com	Contract Manager: Eric Seaborn	
Phone: 413-787-6664 Fax:	E-Mail: eric.seaborn@state.ma.us	
Contractor Vendor Code: 6000192140	Phone: 617-626-1468	Fax: 617-626-1351
Vendor Code Address ID (e.g. "AD001"): AD__ (Note: The Address Id Must be set up for EFT payments.)	MMARS Doc ID(s): 2CT00R402E0R001-F021	
	RFR/Procurement or Other ID Number: N/A	

CONTRACT AMENDMENT

Enter Current Contract End Date Prior to Amendment: _____, 20____.

Enter Amendment Amount: \$ _____ (or "no change")

AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)

Amendment to Scope or Budget (Attach updated scope and budget)

Interim Contract (Attach justification for Interim Contract and updated scope/budget)

Contract Employee (Attach any updates to scope or budget)

Legislative/Legal Exemption or Other: (Attach authorizing language/justification and updated scope and budget)

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.

Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)

☒ Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$ 15,000

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation.) Grant funds are provided for re-planting of public shade trees destroyed by the June 1st, 2011 tornado. This funding is specified for use by the City of Springfield in the DCR Urban Forestry Program federal fy11 grant narrative. All documentation on file with the DCR Urban and Community Forestry Program.

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

☒ 1. may be incurred as of the Effective Date (latest signature date below subject to any required approvals) and no obligations have been incurred prior to the Effective Date.

☐ 2. may be incurred as of , 20, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date.

☐ 3. were incurred as of , 20, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of 6/30, 2012, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and any additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATORY FOR THE COMMONWEALTH:
 By: Kerian J. Whalen, Date: 12/16/16
 (Signature and Date Must Be Handwritten At Time of Signature)
 Print Name: Kerian J. Whalen
 Print Title: Dir. of Admin & Finance



Feasibility Study and Construction of Mary Dryden Veterans Memorial School (Mayor Sarno)

A BOND ORDER TO PAY COSTS OF (I) A FEASIBILITY STUDY AS REQUIRED BY THE MASSACHUSETTS SCHOOL BUILDING AUTHORITY WITH RESPECT TO THE PROPOSED ADDITION TO AND RENOVATION OF THE MARY DRYDEN VETERANS MEMORIAL SCHOOL, AND (II) CONSTRUCTING AN ADDITION TO AND RENOVATING THE MARY DRYDEN VETERANS MEMORIAL SCHOOL

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

That the City appropriates the amount of One Million Dollars (\$1,000,000) for the purpose of paying costs of (i) a feasibility study with respect to the proposed addition to and renovation of the Mary Dryden Veterans Memorial School, located at 190 Surrey Road in Springfield, including the payment of all costs incidental or related thereto, and (ii) constructing an addition to and the renovation of the Mary Dryden Veterans Memorial School, located at 190 Surrey Road in Springfield, including the payment of all costs incidental or related thereto (collectively, the "Project"), which school facility shall have an anticipated useful life as an educational facility for the instruction of school children of at least 50 years, 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 Commission. 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 any grant that the District may receive from the MSBA shall not exceed the lesser of (1) eighty percent (80%) of eligible, approved Project costs, as determined by the MSBA, or (2) the total maximum grant amount determined by the MSBA on account of the Project, and that the amount of borrowing authorized pursuant to this vote shall be reduced by any grant amount set forth in the Project Funding Agreement and/or Feasibility Study Agreement that may be executed between the District 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, FEMA/MEMA funds will not and cannot be used to reduce the MSBA eligible cost of the project. They can only be used to reduce the FEMA/MEMA eligible project costs 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.

A BOND ORDER TO PAY COSTS OF (I) A FEASIBILITY STUDY AS REQUIRED BY THE MASSACHUSETTS SCHOOL BUILDING AUTHORITY WITH RESPECT TO THE PROPOSED ADDITION TO AND RENOVATION OF THE MARY DRYDEN VETERANS MEMORIAL SCHOOL, AND (II) CONSTRUCTING AN ADDITION TO AND RENOVATING THE MARY DRYDEN VETERANS MEMORIAL SCHOOL

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

City of Springfield
36 Court Street
Springfield, MA 01103



Finance Department

To: Mayor Sarno

From: TJ Plante

Date: March 27, 2012

Re: Feasibility Study and Construction for Mary Dryden Veterans Memorial School – 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 Construction for Mary Dryden Veterans Memorial School as required by the Massachusetts School Building Authority (MSBA).

Background: Dryden School suffered substantial damage from the June 1st tornado. Damage to Dryden School was contained mainly to the North Wing, which houses six (6) classrooms. The roof was completely torn off this section and deemed structurally unsound causing it 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. Reconstruction of Dryden's North Wing is necessary in order to comply with current school building codes for its 311 students. The City needs to authorize bonding and start to pay for this project before any reimbursement can be requested. The City continues to work with FEMA, MEMA and MSBA to ensure proper procedures 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 Construction Document phase. Documents are expected to be completed within a year.

The total cost of the feasibility, schematic design and construction documents is \$1,000,000. Currently the MSBA has approved \$1,000,000 in spending and the City can expect 80% reimbursement from MSBA for these costs.

Recommendation: After consultation with our financial advisors, the City is submitting an order to authorize bonds for the total cost of the Feasibility, Schematic Design and Construction Documents for Renovation of and Addition to Dryden 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 (I) A FEASIBILITY STUDY AS REQUIRED BY THE MASSACHUSETTS SCHOOL BUILDING AUTHORITY WITH RESPECT TO THE PROPOSED ADDITION TO AND RENOVATION OF THE MARY DRYDEN VETERANS MEMORIAL SCHOOL, AND (II) CONSTRUCTING AN ADDITION TO AND RENOVATING THE MARY DRYDEN VETERANS MEMORIAL SCHOOL

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

That the City appropriates the amount of One Million Dollars (\$1,000,000) for the purpose of paying costs of (i) a feasibility study with respect to the proposed addition to and renovation of the Mary Dryden Veterans Memorial School, located at 190 Surrey Road in Springfield, including the payment of all costs incidental or related thereto, and (ii) constructing an addition to and the renovation of the Mary Dryden Veterans Memorial School, located at 190 Surrey Road in Springfield, including the payment of all costs incidental or related thereto (collectively, the “Project”), which school facility shall have an anticipated useful life as an educational facility for the instruction of school children of at least 50 years, 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 Commission. 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 any grant that the District may receive from the MSBA shall not exceed the lesser of (1) eighty percent (80%) of eligible, approved Project costs, as determined by the MSBA, or (2) the total maximum grant amount determined by the MSBA on account of the Project, and that the amount of borrowing authorized pursuant to this vote shall be reduced by any grant amount set forth in the Project Funding Agreement and/or Feasibility Study Agreement that may be executed between the District 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, FEMA/MEMA funds will not and cannot be used to reduce the MSBA eligible cost of the project. They can only be used to reduce the FEMA/MEMA eligible project costs 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,



Massachusetts School Building Authority

Steven Grossman
Chairman, State Treasurer

Katherine P. Craven
Executive Director

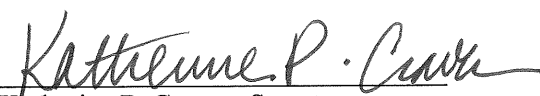
Massachusetts School Building Authority
40 Broad Street, Conference Center, 2nd Floor, Boston, MA 02109
Meeting of the Board of Directors
November 16, 2011

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 additions and renovations to the Mary Dryden Veterans Memorial 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_Dryden SD Vote (1589 : Feasibility Study and Construction of Dryden)

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: 04/02/12 07:00 PM
Initiator: Melvyn Altman
Sponsors: Mayor Domenic J. Sarno
DOC ID: 1586

2.4

Order Authorizing Mayor to Execute Quitclaim Deed for Sale of NS McKnight Street (08460-0021) to Josefina Ventura (Mayor Sarno)

WHEREAS, the City of Springfield acquired title to vacant land located in Springfield, Massachusetts known as North Side McKnight Street (Parcel ID # 08460-0021) 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 residential property pursuant to RFP (Bid) Number SPG-12-110; and

WHEREAS, the Mayor upon the recommendation of the City's RFP Review Committee has accepted the proposal submitted by an abutter, Josefina Ventura, of 21 McKnight Street, Springfield, Massachusetts.

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 Josefina Ventura for the transfer of title to North Side McKnight Street (Parcel ID # 08460-0021) for consideration of Five Thousand One Hundred and 00/100 (\$5,100.00) 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 **FIVE THOUSAND ONE HUNDRED AND 00/100 DOLLARS (\$5,100.00)**, grants to **JOSEFINA VENTURA** (“Grantee”), individually, of 21 McKnight Street, Springfield, Massachusetts 01109, with **QUITCLAIM COVENANTS**, the land in said Springfield, described as follows:

Land now known as North Side McKnight Street (Parcel ID # 08460-0021), formerly with building thereon and formerly known as 15 McKnight Street, and being a portion of the land described in a deed dated January 30, 1959, and recorded in Hampden County Registry of Deeds, Book 2657, Page 558, and supposed to contain about 5000 square feet; and being the same parcel described in an Instrument of Taking dated September 1, 1992, and recorded in Hampden County Registry of Deeds, Book 8187, Page 371; and also being the same parcel foreclosed by Judgment of the Land Court entered on April 8, 2011, in Case No. 09 TL 138881, and recorded in Hampden County Registry of Deeds, Book 18744, Page 218; 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, her 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) The property will be combined with the abutting parcel known as 21 McKnight Street and may be used solely for open space and/or accessory land to an immediate adjacent parcel.

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: 91166 (1586 : Sale NS McKnight St. (Par. 21))

EXHIBIT "A"

The land in Springfield, Hampden County, Massachusetts situated on the Northerly side of McKnight Street consisting of a parcel being Lot #64 (sixty-four) as shown on a plan recorded in Hampden County Registry of Deeds in Book of Plans 325, Page 601, to which plan reference may be had for a more particular description.

Attachment: 91166 (1586 : Sale NS McKnight St. (Par. 21))



City of Springfield

SCHEDULED

Meeting: 04/02/12 07:00 PM
Initiator: Melvyn Altman
Sponsors: Mayor Domenic J. Sarno
DOC ID: 1585

2.5

Order Authorizing Mayor to Execute Quitclaim Deed for Sale of NS Princeton Street (09935-0049) to Gregory P. Hill and Michele Ann Hill (Mayor Sarno)

WHEREAS, the City of Springfield acquired title to vacant land located in Springfield, Massachusetts known as North Side Princeton Street (Parcel ID # 09935-0049) 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 residential property pursuant to RFP (Bid) Number SPG-12-110; and

WHEREAS, the Mayor upon the recommendation of the City's RFP Review Committee has accepted the proposal submitted by abutters, Gregory P. Hill and Michele Ann Hill, of 70 Amherst Street, Springfield, Massachusetts.

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 Gregory P. Hill and Michele Ann Hill for the transfer of title to North Side Princeton Street (Parcel ID # 09935-0049) for consideration of One Thousand and 00/100 Dollars (\$1,000.00) 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 **ONE THOUSAND AND 00/100 DOLLARS (\$1,000.00)**, grants to **GREGORY P. HILL and MICHELE ANN HILL** (“Grantees”), husband and wife as Tenants by the Entirety, both of 70 Amherst Street, Springfield, Massachusetts 01109, with **QUITCLAIM COVENANTS**, the land in said Springfield, described as follows:

Land now known as North Side Princeton Street (Parcel ID # 09935-0049), formerly with building thereon and formerly known as 81-79 Princeton Street, and being the parcel described in a deed recorded February 6, 1978, in Hampden County Registry of Deeds, Book 4549, Page 250, and supposed to contain about 4740 square feet; and being the same parcel described in an Instrument of Taking dated September 10, 1991, and recorded in Hampden County Registry of Deeds, Book 7810, Page 215; and also being the same parcel foreclosed by Final Judgment of the Land Court dated August 8, 2000, in Tax Lien Case No. 116086, and recorded in Hampden County Registry of Deeds, Book 11346, Page 197; 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 Grantees, their 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 Grantees within one month from the date of transfer of title; (2) The Property will be combined with the abutting parcel known as 70 Amherst Street and may be used solely for open space and/or accessory land to an immediate adjacent parcel; and (3) Fencing must be approved by the City of Springfield Office of Planning and Economic Development prior to installation and may not exceed four feet in height.

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 NS Princeton St. (Par.49) (1585 : Sale NS Princeton St. (Par.49))

EXHIBIT "A"

The land in Springfield, Hampden County, Massachusetts situated on the Northeasterly side of Princeton Street, and more particularly bounded and described as follows:

Beginning on Princeton Street at a point Fifty-six and 92/100 (56.92) feet southeasterly from the Southeasterly side of Amherst Street and running thence NORTHEASTERLY in a line at right angles with said Princeton Street, about One Hundred (100) feet to land now or formerly of one Tolman; thence SOUTHEASTERLY on said Tolman's land about Forty-eight (48) feet to land now or formerly of one Blodgett; thence SOUTHWESTERLY on said Blodgett's land about One Hundred (100) feet to Princeton Street; and thence NORTHWESTERLY on Princeton Street about Forty-eight (48) feet to the place of beginning.

Attachment: Deed NS Princeton St. (Par.49) (1585 : Sale NS Princeton St. (Par.49))



City of Springfield

SCHEDULED

Meeting: 04/02/12 07:00 PM
Initiator: Edward M. Pikula
Sponsors: Mayor Domenic J. Sarno
DOC ID: 1596

2.6

Authorizing Omnibus Amendment to Covanta Contracts (Mayor Sarno)

CITY OF SPRINGFIELD

In the City Council April 2, 2012

WHEREAS, the City of Springfield and Covanta Springfield, LLC (“Covanta” and/or “Company”) entered into a “Landfill Services Agreement” dated as of August 1, 1998, as amended by the “First Amendment to Landfill Services Agreement” dated as of June 1, 2003, the “Second Amendment to Landfill Services Agreement” dated as of November 1, 2005, the “Third Amendment to Landfill Services Agreement” dated as of November 1, 2006 and the “Fourth Amendment to Landfill Services Agreement” dated as of June 9, 2008 (collectively, the “Landfill Agreement”); and

WHEREAS, the City of Springfield and Covanta entered into a “Waste Services Agreement” dated as of August 1, 1998, as amended to date (the “Waste Services Agreement”); and

WHEREAS, the City of Springfield and Covanta entered into an “Installment Sale Agreement and Option to Purchase Solid Waste Disposal Facility Site”, dated July 1, 1986, as amended by an “Amendment to Installment Sale Agreement and Option to Purchase Solid Waste Disposal Facility Site”, dated as of August 1, 1998, and the “Second Amendment to Installment Sale Agreement and Option to Purchase Solid Waste Disposal Facility Site”, dated as of November 1, 2005 (collectively, the “Option Agreement”); and

WHEREAS, the City of Springfield and Covanta entered into the “Contract Agreement for the Maintenance and Operation of the Bondi’s Island Yardwaste Composting Site” dated as of May 9, 2009, as amended to date (the “Composting Agreement”); and

WHEREAS, the City of Springfield and Covanta wish to revise certain terms of the Landfill Agreement, the Waste Services Agreement, the Option Agreement and the Composting Agreement to provide for certain changes to each agreement in order to extend the term of the contract and reduce the costs to the City;

NOW THEREFORE, BE IT ORDERED, that the City Council of the City of Springfield hereby authorizes the Mayor to execute the Omnibus Contract Amendment with Covanta to provide for the disposal of the City’s controlled waste, in substantially the same form as attached hereto as Exhibit #1.

EXHIBIT #1**OMNIBUS AMENDMENT AGREEMENT**

This Omnibus Amendment Agreement by and between the City of Springfield, Massachusetts ("Springfield" and/or "City"), a body politic and a political subdivision of The Commonwealth of Massachusetts, with offices at 36 Court Street, Springfield, Massachusetts 01103 and Covanta Springfield, LLC ("Covanta" and/or "Company"), a New York limited liability company, with offices at 445 South Street, Morristown, New Jersey 07960, is made as of this ____ day of March, 2012 (the "OAA").

WHEREAS, Springfield and Covanta entered into the Landfill Services Agreement dated as of August 1, 1998, as amended by the First Amendment to Landfill Services Agreement dated as of June 1, 2003, the Second Amendment to Landfill Services Agreement dated as of November 1, 2005, the Third Amendment to Landfill Services Agreement dated as of November 1, 2006 and the Fourth Amendment to Landfill Services Agreement dated as of June 9, 2008 (collectively, the "Landfill Agreement");

WHEREAS, Springfield and Covanta entered into the Waste Services Agreement dated as of August 1, 1998, as amended to date (the "Waste Services Agreement");

WHEREAS, Springfield and Covanta entered into the Installment Sale Agreement and Option to Purchase Solid Waste Disposal Facility Site, dated July 1, 1986, as amended by an Amendment to Installment Sale Agreement and Option to Purchase Solid Waste Disposal Facility Site, dated as of August 1, 1998, and the Second Amendment to Installment Sale Agreement and Option to Purchase Solid Waste Disposal Facility Site, dated as of November 1, 2005 (collectively, the "Option Agreement").

WHEREAS, Springfield and Covanta entered into the Contract Agreement for the Maintenance and Operation of the Bondi Island Yardwaste Composting Site dated as of May 9, 2009, as amended to date (the "Composting Agreement");

WHEREAS, Springfield and Covanta wish to revise certain terms of the Landfill Agreement, the Waste Services Agreement, the Option Agreement and the Composting Agreement to provide for certain changes to each agreement and to provide for the disposal of the City's controlled waste;

NOW THEREFORE, in consideration of the promises and mutual promises referred to above and contained herein, and of other consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows:

1. ***Amendment to Landfill Agreement.*** Springfield and Covanta hereby agree as follows:

- a. Section 6(B) of the Landfill Agreement, Landfill Closure, is hereby deleted in its entirety and inserted in place thereof the following:

(B) The Company shall be responsible for obtaining DEP's approval of the Cell 1 Closure Plan and any other permits or approvals that are required in connection with the closure of Cell 1 of the Landfill other than financial assurance requirements, all at the Company's expense. The City agrees to cooperate with the Company to obtain said approvals and permits. The City further agrees to provide financial assurance required by DEP pursuant to 310 CMR 19.051 for the aforementioned permits and approvals related to the closure or post-closure periods.

- b. Section 6 of the Landfill Agreement, Landfill Closure, is hereby amended by adding to the end thereof the following new subsections:

(H) To the extent the City develops the closed Cell 1 or the closed Cell 2 of the Landfill with any third party in a manner involving the recycling of solid waste or recyclable materials, the Company shall have a right of first refusal to participate in the development, operation or ownership thereof on terms and conditions mutually agreeable to the parties. The City and the Company agree to cooperate in the consideration of potential future developments as mutually agreed to and to the extent permissible by applicable law.

(I) The City shall enter into a license agreement ("License") with the Company, upon terms and conditions acceptable to the City, that is co-terminus with the useful life of the Landfill at \$10,000.00 per month escalated annually by an Inflation Factor to reflect increases in the Consumer Price Index such that the Company shall be authorized to use a portion of the Landfill shown on the plan attached hereto as Exhibit A (hereinafter "the Metals Recycling Facility") for the additional solid waste purpose of recovering ferrous and non-ferrous metals from the ash delivered to the Landfill for disposal from energy-from waste facilities operated by affiliates of the Company. The term of the License shall commence upon issuance of the DEP permit authorizing the construction of the Metals Recycling Facility. The Inflation Factor shall be an amount equal to 90% of the following fraction: the denominator shall be United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers (CPI-U), Boston, Mass, SMSA, All Items (1982-84=100) ("CPI") or any comparable successor index published just before the commencement of the License, and the numerator shall be the CPI published just prior to the applicable anniversary of the commencement of the License. The License shall provide an

opportunity for two 5-year extensions upon the mutual agreement of the parties. The City shall authorize any required electric utility access across its property as reasonable and necessary for the Company to operate the Metals Recycling Facility, provided such access does not materially interfere with other City activities. The Company shall be solely responsible for conducting such use of the Landfill in accordance with all applicable laws and regulations, and for obtaining all necessary permits and approvals required for the construction and operation of the proposed use. The Company shall also indemnify, defend and hold the City harmless from and against any and all costs, expenses and liabilities incurred as a result of the Company's activities, including any and all releases of regulated materials in, on or from the Materials Recycling Facility and related activities. In no event shall the Company be authorized to manage any hazardous waste at the Metals Recycling Facility, as that term is defined at 310 CMR 30.000, except in amounts that qualify the facility as a very small quantity generator. All equipment, structures and materials utilized in the design, construction, operation or maintenance of the Recovery Site shall be and remain the personal property of the Company.

In the event of the expiration or earlier termination of the License where the term of the License is not extended, the Company shall have three months to remove its equipment, inventories, fixtures and other personal property from the Recovery Site.

- (J) In the event that the Company is able to reduce the total cost of relocating and/or raising the electrical towers required for the expansion of the Landfill into Cell 2 such that the total cost the Company is required to pay Western Massachusetts Electric Company ("WeMECo") is less than \$1,400,000.00, the Company shall pay the City fifty percent (50%) of any savings below \$1,400,000, payable in five equal annual installments, commencing with a first payment due by July 1, 2013, and with annual payments by the same date each year thereafter for four years. The City agrees to provide reasonable support to the Company in its negotiations with WeMECo on the relocation and/or raising of the towers.
- (K) To the extent permissible by law, the City shall support the Company in its efforts to obtain the rights to process and recycle the Recyclable Materials collected by or on behalf of the City on a right of first refusal basis.

2. ***Amendment to Waste Services Agreement.*** Springfield and Covanta hereby agree as follows:

- a. Section 4 of the Waste Services Agreement, Term; Initial Payment, is hereby amended to extend the Term until the 25th anniversary of the Commencement Date, and such Term may be extended by mutual agreement of the parties in advance for two successive five-year periods.
- b. The definition of "Community Waste" in Appendix A to the Waste Services Agreement is hereby amended to (a) add fats, oils, greases and other organic liquid waste streams that are generated by, derived from locations within, or collected by or on behalf of the City ("FOGs") as an additional waste stream to the existing materials constituting Community Waste and (b) provide that Community Waste shall include any Acceptable Waste collected by or on behalf of the City, regardless of whether it is described on Schedule C.
- c. The definition of Acceptance Fee in Appendix A to the Waste Services Agreement is hereby amended to provide a \$8.50 discount per ton beginning on the 15th anniversary of the Commencement Date through the end of the 25th anniversary of the Commencement Date. Consequently, the Acceptance Fee for each Fiscal Year and partial Fiscal Year commencing on the 15h anniversary of the Commencement Date shall be calculated as follows:

$$[\$67.63 - \$8.50] \times \text{Inflation Factor}$$

3. **Amendment to Option Agreement.** Springfield and Covanta hereby agree as follows:

- a. The definition of "Determination Date" in Article V, 1 of the Option Agreement is hereby amended by deleting "July 1, 2030" and replacing it with "July 1, 2040 (plus the number of years, if any, that the parties mutually agree to extend the term of the Waste Services Agreement beyond 2024 under Section 4 of that agreement)." Similarly, the definition of "Termination Date" in Article V, 1 of the Option Agreement is hereby amended by deleting "July 1, 2031" and replacing it with "July 1, 2041 (plus the number of years, if any, that the parties mutually agree to extend the term of the Waste Services Agreement beyond 2024 under Section 4 of that agreement)."

4. **Amendment to Composting Agreement.** Springfield and Covanta hereby agree as follows:

- a. Article VI, A., 1. of the Composting Agreement is hereby amended so that the Rent due and payable thereunder is escalated beginning May 1, 2012

and annually thereafter by an Inflation Factor. The Inflation Factor shall be an amount equal to 90% of the following fraction: the denominator shall be United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers (CPI-U), Boston, Mass, SMSA, All Items (1982-84=100) ("CPI") or any comparable successor index published just before May 1, 2011, and the numerator shall be the CPI published just prior to the applicable anniversary thereafter.

- b. In order to address the past rights and obligations of the parties under Article VI.A.2, the Contractor and the City agree that they will, by September 15, 2012, coordinate to determine, on the basis of reasonable and available documentation, the actual revenue to be attributed to the sale of the City's annual allotment of 20,000 cubic yards of compost in each of the first three years of the contract term. The Contractor agrees to pay fifty percent (50%) of such amount to the City by October 15, 2012. For the fourth year of the contract term, the parties agree to discuss a reasonable fair market value that would be used to compensate the City under Article VI.A.2, following which time the City will provide its election to the Contractor whether to seek delivery of its annual 20,000 cubic yard allotment of compost or request that the Contractor sell such compost and share the proceeds as provided for in Article VI.A.2.

IN WITNESS WHEREOF, the parties hereto have caused this OAA to be executed by duly authorized individuals effective as of the date first written above.

CITY OF SPRINGFIELD

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

Approved as to Appropriation:

 Patrick Burns
 City Comptroller

Approved as to Form:

Reviewed By:

City Solicitor

Lee Erdman, Chief Administrative
and Financial Officer

APPROVED:

DOMENIC J. SARNO, MAYOR

Date signed: _____

COVANTA SPRINGFIELD, LLC

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A
Plan Showing Location of Metals Recycling Facility

Attachment: 20120328102323408, Exhibit #1 to City Council Order (1596 : Authorizing Omnibus Amendment to Covanta Contracts)



City of Springfield

SCHEDULED

Meeting: 04/02/12 07:00 PM
Initiator: Kathy Breck
Sponsors: Mayor Domenic J. Sarno
DOC ID: 1598

2.7

Accepting a Gift of Park Land from Solutia, Inc. (Mayor Sarno)

The City of Springfield
In the City Council April 2, 2012

AN ORDER AUTHORIZING THE BOARD OF PARK COMMISSIONERS TO ACCEPT A GIFT OF LAND, ON BEHALF OF THE CITY, FROM SOLUTIA, INC., OF PROPERTY NOW KNOWN AS "PLASTICS PARK"

WHEREAS, Solutia, Inc., a corporation duly organized and existing under the laws of the State of Delaware, has offered to donate to the City of Springfield for use as a public park and all other uses consistent with therewith, a gift of a parcel of land in Springfield, MA., now known as "Plastics Park" and being further described in the draft deed attached hereto as Exhibit A; and

WHEREAS, Massachusetts General Laws chapter 45, section 3, authorizes the Board of Park Commissioners of the City to receive gifts of land in the name of the City of Springfield, subject to approval of the City Council; and

WHEREAS, the Board of Park Commissioners of the City of Springfield voted at a meeting held on January 25, 2012, to accept said proposed gift of land from Solutia, Inc.; and

WHEREAS, Massachusetts General Laws chapter 45, section 19, requires a two-thirds (2/3) vote of the City Council in order to accept a gift of land; and

WHEREAS, the City Council previously authorized the City to sell a portion of Hubbard Park to Unifirst Corp., subject to the passage of special legislation authorizing the sale of such park property which is currently pending in the General Court, and where such transfer is also subject to the City's obligation to obtain "replacement" park property as required by Federal law; and

WHEREAS, the parcel described in the attached deed (Exhibit A) and now known as Plastics Park, has been identified as the "replacement" park property for purposes of allowing the sale of the portion of Hubbard Park to Unifirst Corp.;

NOW THEREFORE BE IT ORDERED, that upon passage by the General Court of the special legislation authorizing the sale of the portion of Hubbard Park to Unifirst Corp., and following the transfer of the portion of Hubbard Park to UniFirst Corp. as previously authorized by the City Council subject to the passage of such special legislation, the Board of Park Commissioners of the City of Springfield shall be and is hereby authorized to accept and receive said gift of land described in Exhibit A, from Solutia, Inc., or its successors and assignees, in the

name of the City of Springfield, pursuant to the provisions of Massachusetts General Laws, Chapter 45, Sections 3 and 19, in substantially the same form as the draft deed attached hereto as Exhibit A.

EXHIBIT A**QUITCLAIM DEED**

SOLUTIA INC., a corporation duly organized and existing under the laws of the State of Delaware having an address of 10300 Olive Boulevard, St. Louis, MO 63166-6760, for consideration as a gift hereby GIVES and GRANTS to the CITY OF SPRINGFIELD, a Massachusetts municipal corporation, acting by and through its Board of Park Commissioners, having an address of 200 Trafton Road, Springfield, MA, with QUITCLAIM COVENANTS a certain parcel of land in SPRINGFIELD, HAMPDEN COUNTY, MASSACHUSETTS bounded and described as follows:

Southwesterly	by Page Boulevard, six hundred thirty-one and 77/100 (631.77) feet; again
Southwesterly	by a curved line along said Page Boulevard eight hundred sixty-seven and 41/100 (867.41) feet;
Northwesterly	by a dry bridge along said Page Boulevard, over land now or formerly of Boston & Albany Railroad, twenty-eight and 16/100 (28.16) feet; again
Southwesterly	by said bridge, nine and 02/100 (9.02) feet; again
Northwesterly	by land now or formerly of said Boston & Albany Railroad sixty-seven and 29/100 (67.29) feet;
Northeasterly	by said railroad land, eight and 25/100 (8.25) feet; again
Northwesterly	by said railroad land, four hundred eighteen and 52/100 (418.52) feet; again
Southwesterly	by said railroad land, sixteen and 50/100 (16.50) feet; again
Northwesterly	by said railroad land, three hundred sixty-three and 15/100 (363.15) feet;
Easterly	by land now or formerly of Asphalt Pavement Corp., forty-eight and 20/100 (48.20) feet;
Northerly	by said Asphalt Pavement land, six hundred fifty-eight and 44/100 (658.44) feet; and again

Easterly by said Asphalt Pavement land, ten hundred forty-four and 78/100 (1044.78) feet.

Said land is shown as Lot 8 on hereinafter-mentioned plan.

All of said boundaries are determined by the Court to be located as shown upon subdivision plan numbered 22773-C, the same being compiled from a plan drawn by Gordon E. Ainsworth & Associates, Inc. Surveyors, dated July 30, 1970, as modified and approved by the Court, filed in the Land Registration Office, a copy of a portion of which is filed with Certificate of Title No. 18326.

Subject to the restriction that Lot 8 is to be used forever as a municipal park as set forth in Massachusetts General Laws Chapter 45 and Chapter 184, Section 23, and is to be known as the "Richard E. Neal Park."

Subject to taking in fee for layout, alteration and relocation of Page Boulevard by Commonwealth of Massachusetts dated February 8, 1968 and filed as Land Court Document #39522.

Subject to drain easements taken as part of relocation of Page Boulevard by Commonwealth of Massachusetts dated February 8, 1968 and filed as Land Court Document #39522.

Subject to easement taken by City of Springfield dated February 22, 1971 and filed as Land Court Document #44042 and dated May 19, 1948, recorded in Book 1937, Page 501.

Subject to order of conditions for wetlands replication plan by Springfield Conservation Commission, DEP File #293-304, dated March 25, 1994 and filed as Land Court Document #109097.

Subject to littoral, and/or riparian rights in favor of those lawfully entitled shown as "Pond" and "Brooks" per Certificate of Title No. 28055.

See attached City Council Order accepting the gift of the above described parcel pursuant to M.G.L. c. 45, §19; see also attached Park Commission vote to accept said parcel.

Being the same property described as parcel 8 in a deed from Monsanto Company, f/k/a Monsanto Chemical Company to the grantor herein as set forth in Certificate of Title No. 28055, dated August 27, 1997.

This conveyance does not constitute a transfer of all or substantially all of the corporate assets of Solutia, Inc.

Executed as of this ____ day of _____, 2012.

SOLUTIA, INC.

By: _____
Title: _____

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

Then personally appeared before me the above named _____ a _____ of Solutia, Inc., and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said corporation.

(seal)

Notary Public,
My Commission Expires:

**THIS MUST BE EXECUTED BY PRESIDENT OR VICE PRESIDENT AND
TREASURER OR ASS'T TREASURER OR ATTACH A CORPROATE VOTE
AUTHORIZING SIGNER**

Attachment: 20120328113101614, Exhibit A (1598 : Accepting a Gift of Park Land from Solutia, Inc.)



City of Springfield

SCHEDULED

Meeting: 04/02/12 07:00 PM
Initiator: Tracye Whitfield
Sponsors: Mayor Domenic J. Sarno
DOC ID: 1599

2.8

MassMutual - Celebrate Springfield and Its Library System's Centennial. (Mayor Sarno)

WHEREAS, the Springfield City Library Department has been awarded a Celebrate Springfield in the amount of \$10,000.00 from the MassMutual Financial Group and

WHEREAS, \$10,000 will be awarded for monthly library events and to Celebrate Springfield and its Library System's Centennial

WHEREAS, the Department intends to use the grant funds to fund monthly Library events

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

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

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

MassMutual Financial Group - Celebrate Springfield - \$10,000.00

-



Massachusetts Mutual Life Insurance Company
Springfield MA 01111-0001

MAILING ADDRESS

SPRINGFIELD CITY LIBRARY
CENTRAL BRANCH
220 STATE ST
SPRINGFIELD MA 01103

CK440

VENDOR NUMBER: SPCILI Check#: 1184003 - March 14, 2012

DOCUMENT NUMBER	VENDOR INVOICE NO.	PO NUMBER	INVOICE DATE	AMOUNT	DISCOUNT	NET AMOUNT
1916887367	002042		03/13/2012	10,000.00	0.00	10,000.00
1st install. toward conditional grant - spfld.						
TOTALS				10,000.00	0.00	10,000.00



Massachusetts Mutual Life Insurance Company
Springfield MA 01111-0001

1184003

Bank of America, N.A.
Hartford, CT

TEN THOUSAND USD

Amount of Check: *****10,000.00*

Invalid after 270 days

51-44
119

Date: March 14, 2012

Account No.

Pay To The Order of
SPRINGFIELD CITY LIBRARY
CENTRAL BRANCH
220 STATE ST
SPRINGFIELD MA 01103

David H. Licken
Treasurer

CK440

THIS DOCUMENT HAS AN EMBEDDED WATERMARK (HOLD TO LIGHT TO VIEW) AND VISIBLE SECURITY FIBERS. TO INSURE AUTHENTICITY, BOTH FEATURES MUST BE PRESENT.

1184003 1011900445 000000067949

Packet Pg. 75

Attachment: massmutual - libraries (1599 : MassMutual - Celebrate Springfield)



March 13, 2012

Mr. John E. Ramsay
Assistant Library Director
Springfield City Library
220 State Street
Springfield, MA 01103

Dear John:

We are pleased to report that at a recent meeting of our Contributions Review Committee, it was voted to approve a \$25,000 conditional grant to your organization in support of Celebrate Springfield and its Library System's Centennial! The condition of this grant is that \$10,000 will be awarded now for the monthly library events. The remaining \$15,000 will be awarded when the plans and contributors have been finalized for the Gala. As part of this conditional grant, MassMutual will also be named as Lead Sponsor of the Gala. Once we receive documentation of the details of the Gala and other sponsors, we will forward the additional \$15,000 award. Please find a check enclosed for \$10,000. If an opportunity arises, please publicize our grant in whatever way you believe will best benefit your organization and MassMutual.

As a partner in your efforts, we would like to be able to evaluate your programs and the services provided. Please complete the enclosed Contributions Program Progress Report form and return it to us by **December 31, 2012**. The Internal Revenue Service requires reporting the receipt of any gift over \$250. Our Charitable Contributions Acknowledgment form is also enclosed and must be completed and returned to us by **April 13, 2012**. Consideration for future support is contingent upon the timely return of these forms.

In the same spirit that convinced our Contributions Review Committee to cast its vote on your behalf, we wish you and Springfield City Library, our very best.

Sincerely,

A handwritten signature in cursive script that reads 'Cynthia Adams'.

Cynthia Adams
Community Responsibility Consultant
Community Responsibility

Attachment: massmutual - libraries (1599 : MassMutual - Celebrate Springfield)



City of Springfield

36 Court Street
Springfield, MA 01103

SCHEDULED

RESOLUTION (ID # 1592)

Meeting: 04/02/12 07:00 PM

Department: City Clerk

Category: Council Request

Prepared By: Wayman Lee

Initiator: Wayman Lee

Sponsors: Ward 2 Councilor Fenton, Ward 7 Councilor Allen

DOC ID: 1592 A

Hampden County Gun Court

CITY OF SPRINGFIELD

In the City Council April 2 , 2012

- WHEREAS, the amount of gun violence that exists in the City is unacceptable by any standards, and
- WHEREAS, our county court system can sometimes become clogged so that violent gun offenders cases fall behind in the cue, and
- WHEREAS, when this happens gun cases can take many months and in that time the defendant can be out on the street, and
- WHEREAS, there has been cases in which a defendant in a violent gun case has been on the street committing more gun violence, and
- WHEREAS, with the establishment of a Gun Court illegal gun offenders cases will be expedited so that these offenders will be off the street sooner and therefore have less time to commit more crime, and
- WHEREAS, there are successful Gun Courts in place in numerous places throughout the country such as Philadelphia and Providence and here in the Commonwealth in both Suffolk and Middlesex Counties.
- WHEREAS, Suffolk County District Attorney Dan Conley stated in a 4 year report on the Suffolk County Gun Court that: 'Suffolk County District Attorney Daniel F. Conley's established goal of prosecuting all Gun Court firearm cases in under 180 days has been exceeded for four straight years, averaging just 158 days over the life of the project.' amongst many other positive facts and figures within the report,
- NOW, THEREFORE, BE IT RESOLVED that the Springfield City Council hereby strongly urge the Hampden County District Attorney, to strongly consider establishing a Gun Court. We also urge the District Attorney to examine the costs and benefits of a Gun Court by speaking with colleagues in Suffolk and Middlesex Counties and around the Country.



City of Springfield

36 Court Street
Springfield, MA 01103

SCHEDULED

RESOLUTION (ID # 1593)

Meeting: 04/02/12 07:00 PM

Department: City Clerk

Category: Council Request

Prepared By: Wayman Lee

Initiator: Wayman Lee

Sponsors: Ward 2 Councilor Fenton, Ward 7 Councilor Allen

DOC ID: 1593 A

Youth Commission

CITY OF SPRINGFIELD

In the City Council April 2, 2012

- WHEREAS, the amount of youth violence that exists in the City is unacceptable by any standards, and
- WHEREAS, the lines of communication and overall trust needs to be rebuilt between Springfield's Youth and the rest of the community, and,
- WHEREAS, Springfield's Youth, City Officials, Community Members and Public Safety Officials could benefit from a formal venue to discuss the challenges facing Springfield's youth, and
- WHEREAS, Springfield's youth need to be an active partner in facing their own challenges, and
- WHEREAS, there currently exists in law in the City of Springfield a Youth Commission, and
- WHEREAS, that Commission is for all effect and purposes dormant and has no members, and
- WHEREAS, in addition to discussing issues relating to youth violence, a healthy discussion on other issues such as; more activities for our youth; would also have a positive effect on the City as a whole.
- NOW, THEREFORE, BE IT RESOLVED that the Springfield City Council hereby strongly urge the Mayor, to strongly consider reviving the dormant Youth Commission to allow the Springfield Youth to exchange ideas and thoughts with City Officials, Public Safety Officials and Community members.



City of Springfield

36 Court Street
Springfield, MA 01103

SCHEDULED

RESOLUTION (ID # 1594)

Meeting: 04/02/12 07:00 PM

Department: City Clerk

Category: Council Request

Prepared By: Wayman Lee

Initiator: Wayman Lee

Sponsors: Ward 2 Councilor Fenton, Ward 7 Councilor Allen

DOC ID: 1594 A

Drop Out Prevention

CITY OF SPRINGFIELD

In the City Council April 2, 2012

- WHEREAS, each year, more than 8,000 Massachusetts high school students drop out of school, with far reaching consequences for all of us. The dropout rate in the Springfield Public Schools is consistently one of the highest in the Commonwealth, and
- WHEREAS, when a student decides to dropout of high school the chances of that person living a productive and fruitful life is greatly diminished, and
- WHEREAS, Springfield continues to also have one of the lowest graduation rates in the Commonwealth of Massachusetts, and
- WHEREAS, our state has made a commitment to confronting the dropout crisis by forming the Graduation and Dropout Prevention and Recovery Commission and passing an education reform bill, and
- WHEREAS, there are known strategies to prevent dropouts based on proven solutions outlined in the “Act Preventing Students from Dropping out of School” Senate Bill #185 Sponsored by Senator Sonia Chang-Díaz, and
- WHEREAS, Senate Bill #185 will improve systems for identifying students at-risk of dropping out, creates the Massachusetts Graduation Coach Initiative, supports parents in playing a more active role by requiring employers to provide time off for academic activities, charges schools and graduation coaches with including family engagement in their dropout prevention strategies, creates better communication between schools and parents when a child is suspended or expelled and promotes the availability of alternative educational options for students who leave school before graduating, and
- WHEREAS, if the aforementioned preventative measures are implemented then it should be deemed that students under the age of 18 will have ample opportunities to learn in a proper setting that works best for them and should not be able to legally drop out of school.

NOW, THEREFORE, BE IT RESOLVED that the Springfield City Council hereby strongly supports Senate Bill #185 “An Act Preventing Students from Dropping

Out of School” and urges our state delegation of State Senators and State Representatives to support and vote in favor of the aforementioned legislation.



City of Springfield

36 Court Street
Springfield, MA 01103

SCHEDULED

RESOLUTION (ID # 1595)

Meeting: 04/02/12 07:00 PM

Department: City Clerk

Category: Council Request

Prepared By: Wayman Lee

Initiator: Wayman Lee

Sponsors: Ward 2 Councilor Fenton, Ward 7 Councilor Allen

DOC ID: 1595 A

Gun Background Check

CITY OF SPRINGFIELD

In the City Council April 2, 2012

- WHEREAS, the proliferation of illegal guns on the streets of Springfield is unacceptable by any standards, and
- WHEREAS, gun violence is not only devastating for the victims, their families and our neighborhoods but every gun incident is another black mark against Springfield's perception, reality and reputation making it even harder to attract businesses, jobs and people to live, work and play in our great City, and
- WHEREAS, it is known that many guns that make it into the hands of criminals in Springfield are guns that come from our bordering New England states where, unlike Massachusetts, there is no background check needed to privately purchase a gun, and
- WHEREAS, the federal National Instant Criminal Background Check System (NICS) is missing millions of records on individuals who are prohibited by federal law from buying firearms, and
- WHEREAS, many guns are bought through private sellers, who, unlike federally licensed gun dealers, are not required to conduct a background check on buyers, namely in the states of Maine, Vermont and New Hampshire and
- WHEREAS, the organization Mayors Against Illegal Guns, which Mayor Domenic Sarno is a member of, recently delivered over 400,000 signatures on a petition demanding that every name be on the NICS and requiring background check on the sale of every gun to Congress.
- NOW, THEREFORE, BE IT RESOLVED that the Springfield City Council hereby strongly supports Mayor Domenic Sarno and the Mayors Against Illegal Guns petition demanding that every record be on the NICS and requiring background check on the sale of every gun to Congress.


City of Springfield

36 Court Street
Springfield, MA 01103

SCHEDULED
RESOLUTION (ID # 1601)

Meeting: 04/02/12 07:00 PM

Department: City Council

Category: Council Request

Prepared By: Robert Arieti

Initiator: Robert Arieti

Sponsors: Ward 7 Councilor Allen, Ward 2 Councilor Fenton

DOC ID: 1601

Certification Safety Training

CITY OF SPRINGFIELD

In the City Council March 28, 2012

- WHEREAS, the City of Springfield Downtown Entertainment District is a vital and vibrant part of the Downtown economy,
- WHEREAS, from time to time there are public safety issues in the Entertainment District,
- WHEREAS, these issues reflect poorly on not only the Downtown but the entire City,
- WHEREAS, a safer Entertainment District would benefit the entire City and add to more investment and housing opportunities in the City,
- WHEREAS, having trained personnel outside of police officers present to quell and properly communicate with police officers of public safety problems before the become violent will be a positive step in the entertainment
- NOW, THEREFORE, BE IT RESOLVED that the Springfield City Council hereby strongly urges the Springfield License Commission shall examine the feasibility and need of certifying owners, managers and bouncers of establishments which have more than 50% of gross sales in alcohol for completion of a safety training administered by the Springfield Police Department. The Commission shall examine; sufficient guidelines for certification process, curriculum centered on safety, crowd control, proper restraint methods, deescalation of potentially violent situations and communication with law enforcement, cost to administer program and fee for certification.


City of Springfield

36 Court Street
Springfield, MA 01103

SCHEDULED
ORDINANCE (ID # 1587)

Meeting: 04/02/12 07:00 PM

Department: Law

Category: Local Law

Prepared By: Thomas Moore

Initiator: Thomas Moore

Sponsors: Ward 8 Councilor John Lysak

DOC ID: 1587

Amended Ordinance 1.16.010

AMENDING TITLE 1, CHAPTER 1.16.010 OF THE REVISED ORDINANCES OF THE CITY OF SPRINGFIELD, 1986, AS AMENDED, BY ADDING A \$250.00 PENALTY TO THE ORDINANCE TABLE, PURSUANT TO TITLE 8, CHAPTER 8.04.020 OF THE REVISED ORDINANCES OF THE CITY OF SPRINGFIELD, 1986, AS AMENDED

Title 1, of the Revised Ordinances of the City of Springfield, 1986, as amended, hereby further amended by adding the following new Chapter 1.16.010 thereto:

Chapter 7.16.010

GENERAL ENFORCEMENT AND PENALTIES: NON CRIMINAL DISPOSITIONS AND PENALTIES

1.16.010 Noncriminal Disposition and Penalties.

Any person who violates any of the provisions of the revised ordinances which are enumerated in this section may be penalized by a noncriminal disposition as provided in General Laws, chapter 40, section 21D. The noncriminal method of disposition may also be used for violations of any rule or regulation of any municipal officer, board or department which is subject to specific penalty. Without intending to limit the generality of the foregoing, it is the intention of this provision that the following ordinances are to be included within the scope of this subsection, that the specific penalties as listed herein shall apply in such cases and that, in addition to police officers, who shall in all cases be considered enforcing persons for the purpose of this provision, the municipal personnel listed for each section, if any, shall also be enforcing persons for such sections. Each day on which any violation exists shall

be deemed to be a separate offense.

Ordinance	Penalty
7.16.130 Unregistered Motor Vehicles on Premises (Housing Code Enforcement)	\$50.00
7.24.010 Removal of Snow from Sidewalks and Hydrants (Fire Department)	\$25.00
8.04.020 Alcoholic Beverages	\$250.00
Zoning Ordinance, Section 2005 (8), Conditions Attached to Special Permit Approvals (Building Inspectors)	\$50.00
7.16.060 Placement of Containers for Ashes and Rubbish (Housing Code Inspectors)	\$50.00
Rules and Regulations of the Board of Park Commissioners: Any Rule or Regulation**	\$50.00

** This ordinance may be enforced by the superintendent, all deputies, all assistant deputy superintendents, the five unpaid park commissioners, and such park wardens as may be designated by the Mayor from time to time. The authority of the enforcing person shall extend only to the actual property under the jurisdiction of the Park Department.

Ordinance	Penalty
7.20.020 Loud, Disturbing and Unnecessary Noise	\$50.00
Any Violation of the provisions of the Zoning Ordinances of the City of Springfield, as amended including any condition attached to a special permit or to a Board of Appeals decision. ***	\$50.00

*** The zoning ordinances may be enforced by the commissioner of code enforcement, any assistant commissioner of code enforcement, building inspectors, housing inspectors or a zoning administrator.

GENERAL ORDINANCES	
Ordinance	Penalty
5.12 Hawkers and Peddlers(Public Health Department)	\$50.00
5.36 Charitable Solicitations	\$50.00
5.56 Transient Vendors(Public Health Department)	\$50.00
6.04 Animal Control. (Animal Control Officer)	\$50.00
Except as specifically set forth in Chapter 6.04	

7.16.040	Recycling Collection(Department of Public Works)	\$50.00
7.16.041	Leaves and Yard Waste Collection(Department of Public Works)	\$50.00
7.16.060	Rubbish Collection(Department of Public Works)	\$50.00
7.16.120(A)	Litter.(Public Health Department, Department of Public Works, Park Department, Conservation Commission, Code Enforcement)	\$300.00
7.16.120(B)	Placement of litter in receptacles to prevent scattering. (Public Health Department, Department of Public Works, Park Department, Conservation Commission, Code Enforcement)	\$100.00
7.16.120(C)	Sweeping litter intothe gutter prohibited.(Public Health Department, Department of Public Works, Park Department, Conservation Commission, Code Enforcement)	\$100.00
7.16.120(D)	Merchant duty to keep sidewalk free of litter. (Public Health Department, Department of Public Works, Park Department, Conservation Commission, Code Enforcement)	\$100.00
7.16.120(E)	Litter thrown by persons in vehicle.(Public Health Department, Department of Public Works, Park Department, Conservation Commission, Code Enforcement)	\$300.00
7.16.120(F)	Truck loads causing litter.(Public Health Department, Department of Public Works, Park Department, Conservation Commission, Code Enforcement)	\$300.00
7.16.120(G)	Litter in parks and property under control of Park Department.(Public Health Department, Department of Public Works, Park Department, Conservation Commission, Code Enforcement)	\$300.00
7.16.120(H)	Litter in lakes, rivers, streams and fountains.(Public Health Department, Department of Public Works, Park	\$300.00

	Department, Conservation Commission, Code Enforcement)	
7.16.120(I)	Handbills, posters and political signs. (Public Health Department, Department of Public Works, Park Department, Conservation Commission, Code Enforcement)	\$100.00per sign
7.16.120(J)	Throwing or distributing handbills in public places.(Public Health Department, Department of Public Works, Park Department, Conservation Commission, Code Enforcement)	\$100.00
7.16.120(K)	Placing handbills on vehicles. (Public Health Department, Department of Public Works, Park Department, Conservation Commission, Code Enforcement)	\$100.00
7.16.120(L)	Prohibiting distribution of handbills where posted.(Public Health Department, Department of Public Works, Park Department, Conservation Commission, Code Enforcement)	\$100.00
7.16.120(M)	Depositing handbills on uninhabited or vacant premises.(Public Health Department, Department of Public Works, Park Department, Conservation Commission, Code Enforcement)	\$100.00
7.16.120(N)	Distributing handbills at inhabited private premises.(Public Health Department, Department of Public Works, Park Department, Conservation Commission, Code Enforcement)	\$100.00
7.16.120(P)	Dropping litter from aircraft.(Public Health Department, Department of Public Works, Park Department, Conservation Commission, Code Enforcement)	\$100.00
7.16.120(Q)	Posting notices prohibited.(Public Health Department, Department of Public Works, Park Department, Conservation Commission, Code Enforcement)	\$300.00
7.16.120(R)	Litter on occupied private land.(Public Health Department, Department of Public Works, Park Department, Conservation Commission, Code Enforcement)	\$300.00
7.16.120(S)	Litter on vacant lots.(Public Health	\$300.00

	Department, Department of Public Works, Park Department, Conservation Commission, Code Enforcement)	
7.16.135	Shopping Carts (Park Department)	\$50.00
7.17	Bulk and Waste Hauling Services (Public Health Department, Department of Public Works)	\$50.00
7.20	Noise (Park Department)	\$50.00
7.24	Snow and Ice Removal (Department of Public Works)	\$50.00
8.04.020	Alcoholic Beverages (Park Department)	\$50.00
8.20.060	Tag Sales	\$50.00
8.20.070	Significant Trees (Park Department)	\$50.00
8.24	Loitering (Park Department)	\$50.00
9.16.020	Emergency Parking Ban (Department of Public Works)	\$50.00
9.21	Permit Parking (Department of Public Works)	\$50.00
9.24.011	Crossing to Avoid Traffic Signals	\$50.00
9.24.020	Abandoned Motor Vehicles (Department of Public Works)	\$50.00
10.04.300	Maintenance of Tree Belts (Public Health Department, Department of Public Works)	\$50.00
10.12.030	Cutting Trees on Public Property (Park Department, Department of Public Works)	\$50.00
10.16.085	Motor Vehicle Repairs on Sidewalks or Streets (Department of Public Works)	\$50.00
10.16.090	Vehicles Crossing Curbs (Department of Public Works)	\$50.00
10.16.130	Sales in Streets (Department of Public Works, Public Health Department)	\$50.00
10.16.140	Sales from Motor Vehicles (Public Health Department)	\$50.00
10.16.200	Gates and Doors (Department of Public Works)	\$50.00
10.16.220	Playing in Streets	\$50.00
12.12.130	Handbills and Signs (Department of Public Works; Park Department)	\$50.00
12.16.030	Numbers on Buildings (Department of Public Works, Fire Department, Code Enforcement)	\$50.00

***This Ordinance can be enforced by the Code Enforcement Commissioner, the Fire Commissioner, any assistant commissioner of code enforcement, building inspectors, or housing inspectors

Ordinance		Penalty
7.50.100	REGULATING THE MAINTENANCE OF VACANT AND/OR FORECLOSING RESIDENTIAL PROPERTIES AND FORECLOSURES OF OWNER OCCUPIED RESIDENTIAL PROPERTIES (Building Commissioner, Fire Department, Code Enforcement)	\$300.00

(as amended 09/15/1987; 11/27/1987; 03/17/1988; 05/23/1991; 08/07/1991; 10/06/1992; 04/21/1988; 07/21/1995; 06/20/2006; and 07/22/2010) (as amended by the Finance Control Board on 02/03/2009)

Approved as to form:

Thomas D. Moore
Assistant City Solicitor



City of Springfield

36 Court Street
Springfield, MA 01103

SCHEDULED

ORDINANCE (ID # 1602)

Meeting: 04/02/12 07:00 PM

Department: City Clerk

Category: Local Law

Prepared By: Wayman Lee

Initiator: Wayman Lee

Sponsors: Ward 2 Councilor Fenton, Ward 7 Councilor Allen

DOC ID: 1602

Public Safety Revolving Fund Ordinance

AMENDING TITLE 8 OF THE REVISED ORDINANCES OF THE CITY OF SPRINGFIELD, 1986, AS AMENDED, IS HEREBY FURTHER AMENDED BY ADDING A NEW CHAPTER 8.14 - PUBLIC SAFETY REVOLVING FUND.

Title 8, Chapter 8.12 of the Revised Ordinances of the City of Springfield, 1986, as amended, is hereby amended by adding a new chapter 8.14 thereto.

CHAPTER 8.14

PUBLIC SAFETY REVOLVING FUND

Section:

8.14.010 Purpose

8.14.020 Types of funds.

8.14.010 Purpose. A. The City Council finds and declares the followings:

1. That the city is need of fund to accept conveyances, vehicles or vessels used, or intended for use, to transport, conceal, or otherwise facilitate the harboring of an illegal firearm upon conviction of any violation of M.G.L.C. 269, section 10(a).

2. That property subject to forfeiture shall, upon motion of district attorney, be declared forfeit by any court having jurisdiction over said property or having final jurisdiction over any related criminal proceeding brought under any provision of this chapter.

8.14.020 Types of funds. A. There shall be established three (3) separate revolving funds in accordance with M.G.L. c. 44, Section 53F 1/2 within the Springfield Police Department:

B. Neighborhood public safety fund.

1. The Commissioner working in concert with the

Mayor and the City Council shall create a Neighborhood Public Safety Fund;

a. Funds shall be distributed equally to each of the eight (8) wards within the City;

b. SPD will create a list of acceptable additional functions that can perform with funds on a yearly basis;

c. The Elections Commission shall establish guidelines for participatory budgeting of said monies;

d. In accordance with guidelines, Each Ward councilor shall call a meeting of registered voters within the ward to a site within the ward to discuss the options with SPD, options that are not on approved list can be approved or disapproved by SPD at meeting;

e. There shall be a vote of acceptable options at this first meeting to determine top four (4) options;

f. Options will then be voted on in a secret ballot two (2) weeks from initial meeting.

C. Gun squad fund:

a. The Commissioner shall create a Gun Squad which shall be dedicated to the following;

b. Stemming, disrupting and stopping the proliferation of illegal firearms in the City of Springfield;

c. Tracing genesis of all illegal firearms used in a crime or discovered by other means;

d. Coordination with State, County and Federal efforts;

f. confiscation of illegal guns;

g. on site at shootings to assist detectives

D. Illegal gun tip line fund.

a. the Commissioner shall establish an illegal gun tip line within the department;

b. Each person shall be rewarded a seventy-five (\$75) gift card for a tip that leads to the retrieval of an illegal firearm within the City borders;

c. The City Council Public Safety Committee shall determine by vote of committee which business(s) in Springfield the fund shall purchase reward gift cards from. Gift cards shall not be distinguishable in any way that would let others know the purpose of receiving card.

d. Private businesses and non-profits businesses may contribute to the fund but with no expectation of which businesses the fund may purchase reward gift cards from.

e. Fifteen (15%) percent of the money in the

fund shall be used for promotion of the program; private and non-profit businesses may also promote the program with their own funds.

E. Public and private funds can be donated to any fund at any point. Initial funding will be distributed from sale of vehicles forfeited for violation of illegal firearm ordinance and shall be distributed to these funds in the following way;

- a. Gun Squad.....45%
- b. Neighborhood Public Safety Fund.....30%
- c. Gun Court;(when established).....15%
- d. Illegal Gun Tip Line.....10%

Approved as to form:

Associate City Solicitor



City of Springfield

36 Court Street
Springfield, MA 01103

SCHEDULED

ORDINANCE (ID # 1603)

Meeting: 04/02/12 07:00 PM

Department: City Clerk

Category: Local Law

Prepared By: Wayman Lee

Initiator: Wayman Lee

Sponsors: Ward 2 Councilor Fenton, Ward 7 Councilor Allen

DOC ID: 1603

Entertainment and Nightlife Commission Ordinance

AMENDING TITLE 2 OF THE REVISED ORDINANCES OF THE CITY OF SPRINGFIELD, 1986, AS AMENDED, BY ADDING A NEW CHAPTER 2.94 THERETO - ENTERTAINMENT AND NIGHTLIFE COMMISSION

Title 2 of the Revised Ordinances of the City of Springfield, 1986, as amended is hereby further amended by adding the following new Chapter 2.97 thereto as follows:

Chapter 2.97

ENTERTAINMENT AND NIGHTLIFE COMMISSION

Sections:

- 2.97.010 Purpose and intent.
- 2.97.020 Establishment.
- 2.97.030 Membership terms.
- 2.97.040 Meeting and report.

2.97.010 Purpose and intent. A. The purposes of the entertainment and nightlife commission in this chapter shall be to assist the mayor, licensing commission and designated municipal departments by advising, informing and creating a forum for the development of a comprehensive citywide entertainment plan.

2.97.020 Establishment. The entertainment and nightlife commission, consisting of fifteen (15) members; three (3) appointed by the Mayor one of which shall be the chairperson, shall be appointed by the mayor, the president of the City Council or his designee; the Commissioner of the Springfield Police Department or his designee; the executive director of the Massachusetts Alcohol & Beverage Control Commission or his designee; the President of Affiliated Chamber of Commerce of

Greater Springfield or his designee; the Executive Director of the Springfield Business Improvement District or his designee, the President of the Young Professionals Society of Greater Springfield or his designee, the Chair of the Springfield License Commission or his designee; the Hampden County District Attorney or his designee; the President of the Greater Springfield Convention and Visitors Bureau or his designee; the President of the Latino Chamber of Commerce or his designee; the President of the Urban League of Springfield or his designee; the President of the Armory Quadrangle Civic Association or his designee. The members shall hold office for the term for which they are appointed and until their successors have been appointed.

2.97.030 Membership terms. Appointments are for a three-year (3) term with the initial appointments staggered so that approximately one-third shall be appointed for one year; one-third for two years; and one-third for three years. Any vacancy shall be filled for the unexpressed term, and the mayor may remove any member for cause.

2.97.040 Meetings and report. A. This commission shall meet monthly or more frequently and make recommendations

B. The commission shall draft an annual report and submit the report to the City Council and the Mayor. Report shall be due one year from first meeting of the commission.

C. The report shall focus on the following;

1. Public safety;
2. Cost of doing business,
3. Collaboration and cross promotion,
4. Retention and attraction of entertainment options,
5. Retention and attraction of young professionals to live, work and play in Springfield,

Approved as to Form:

Associate City Solicitor



City of Springfield

36 Court Street
Springfield, MA 01103

SCHEDULED

ORDINANCE (ID # 1604)

Meeting: 04/02/12 07:00 PM

Department: City Clerk

Category: Local Law

Prepared By: Wayman Lee

Initiator: Wayman Lee

Sponsors: Ward 2 Councilor Fenton, Ward 7 Councilor Allen

DOC ID: 1604

Illegal Firearm in Vehicle Ordinance

AMENDING TITLE 8 OF THE REVISED ORDINANCES OF THE CITY OF SPRINGFIELD, 1986, AS AMENDED, IS HEREBY FURTHER AMENDED BY ADDING A NEW SECTION TO CHAPTER 8.12.060 - WEAPONS AND EXPLOSIVES - ILLEGAL FIREARM IN VEHICLES.

Title 8, Chapter 8.12 of the Revised Ordinances of the City of Springfield, 1986, as amended, is hereby amended by adding a new section 8.12.060 thereto.

8.12.060 Illegal firearm in vehicles. A. The following property shall be subject to forfeiture to the City and all property rights therein shall vest with the City of Springfield (hereinafter "the City"):

B. All conveyances, vehicles or vessels used, or intended for use, to transport, conceal, or otherwise facilitate the harboring of an illegal firearm upon conviction of any violation of M.G.L.C. 269, section 10(a).

C. Property subject to forfeiture shall, upon motion of district attorney, be declared forfeit by any court having jurisdiction over said property or having final jurisdiction over any related criminal proceeding brought under any provision of this chapter. The court shall order forfeiture of all conveyances except as follows:

1. No conveyance used by any person as a common carrier in the transaction of business as a common carrier shall be forfeited unless it shall appear that the owner or other person in charge of such conveyance was a consenting party or privy to a violation of this chapter.

2. No conveyance shall be forfeited by reason of any act or omission established by the owner thereof to have been committed or omitted by any person other than such owner while such conveyance was unlawfully in the possession of a person other than the owner in violation of the criminal laws of the United States, or of the commonwealth, or of any state.

3. No conveyance shall be subject to forfeiture unless the owner thereof knew or should have known that such

conveyance had an illegal firearm within it.

4. A district attorney may petition the court in the name of the county in the nature of a proceeding in rem to order forfeiture of a conveyance.

a. Such petition shall be filed in the court having jurisdiction over said conveyance, monies or other things of value or having final jurisdiction over any related criminal proceeding brought under any provision of this chapter. In all such suits where the property is claimed by any person, other than the commonwealth, the commonwealth shall have the burden of proving to the court the existence of probable cause to institute the action, and any such claimant shall then have the burden of proving that the property is not forfeitable pursuant to subparagraph (3), (5), or (7) of said subsection (a). The owner of said conveyance, or other person claiming thereunder shall have the burden of proof as to all exceptions set forth in subsections (c) and (i).

b. The court shall order the commonwealth to give notice by certified or registered mail to the owner of said conveyance, real property, moneys or other things of value and to such other persons as appear to have an interest therein, and the court shall promptly, but not less than two (2) weeks after notice, hold a hearing on the petition. Upon the motion of the owner of said conveyance, real property, moneys or other things of value, the court may continue the hearing on the petition pending the outcome of any criminal trial related to the violation of this chapter. At such hearing the court shall hear evidence and make conclusions of law, and shall thereupon issue a final order, from which the parties shall have a right of appeal. In all such suits where a final order results in a forfeiture, said final order shall provide for disposition of said conveyance, real property, moneys or any other thing of value by the commonwealth or any subdivision thereof in any manner not prohibited by law, including official use by an authorized law enforcement or other public agency, or sale at public auction or by competitive bidding. The proceeds of any such sale shall be used to pay the reasonable expenses of the forfeiture proceedings, seizure, storage, maintenance of custody, advertising, and notice, and the balance thereof shall be distributed as further provided in this section.

5. The final order of the court shall provide that said moneys and the proceeds of any such sale shall be distributed in the following manner:

a. Forty-five (45%) percent to the Springfield

Police Department Gun Squad Revolving Fund;

b. Fifteen (15%) percent to the Hampden District Attorney's Gun Court Revolving Fund;

c. Thirty (30%) percent to the Neighborhood Public Safety Revolving Fund;

d. Ten (10%) to the Illegal Gun Tip-line Revolving Fund.

5. If more than one department was substantially involved in the seizure, the court having jurisdiction over the forfeiture proceeding shall distribute the fifty (50%) percent equitably among these departments.

6. Any officer, department, or agency having custody of any property subject to forfeiture under this chapter or having disposed of said property shall keep and maintain full and complete records showing from whom it received said property, under what authority it held or received or disposed of said property, to whom it delivered said property, the date and manner of destruction or disposition of said property, and the exact kinds, quantities and forms of said property. Said records shall be open to inspection by all federal and state officers charged with enforcement of federal and state drug control laws. Persons making final disposition or destruction of said property under court order shall report, under oath, to the court the exact circumstances of said disposition or destruction.

7. During the pendency of the proceedings the court may issue at the request of the county ex parte any preliminary order or process as is necessary to seize or secure the property for which forfeiture is sought and to provide for its custody, including but not limited to an order that the commonwealth remove the property if possible, and safeguard it in a secure location in a reasonable fashion; that monies be deposited in an interest-bearing escrow account; and, that a substitute custodian be appointed to manage such property or a business enterprise. Property taken or detained under this section shall not be repleviable, but once seized shall be deemed to be lawfully in the custody of the commonwealth pending forfeiture, subject only to the orders and decrees of the court having jurisdiction thereof. Process for seizure of said property shall issue only upon a showing of probable cause, and the application therefor and the issuance, execution, and return thereof shall be subject to the provisions of chapter two hundred and seventy-six, so far as applicable.

Approved as to form:

Associate City Solicitor