



## **CITY OF SPRINGFIELD**

City Clerk's Office 5/15/2013 12:00:00 PM

### **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 May 20, 2013** 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 May 20, 2013 at Springfield City Hall -- Council Chambers, 36 Court Street, Springfield, MA.

(2.) April Revenue Vs. Expenditure Report (Mayor Sarno)

**ATTACHMENTS:**

- April Revenue Vs. Expenditure Report (PDF)

### ***Reports of Committees***

(1.) Report of Committee - DPW Transfer (At-Large Councilor Walsh)

(2.) Barre Street (Ward 8 Councilor Lysak)

### **Orders**

(1.) Veteran Services Benefits Deficit - \$100,000.00 (Mayor Sarno)  
\$100,000.00

**ATTACHMENTS:**

- CAFO Certification Veterans Benefits (DOCX)

(2.) Worker's Compensation Transfer - \$180,000 (Mayor Sarno)

**ATTACHMENTS:**

- CAFO Certification Worker's Compensation transfer (PDF)

(3.) Budget Transfer to Fund FY 2013 Expenses for the July 16 Special Election (Mayor Sarno)  
\$96,000.00

**ATTACHMENTS:**

- Ballot Question Rule 20 (2) (PDF)
- CAFO Certification Election Commission Casino Election (DOT)

(4.) Budget Transfer W/In the Department of Public Works \$12,000.00 (Mayor Sarno)  
\$ 12,000.00

**ATTACHMENTS:**

- Snow and Ice Deficit Spending 04.29.13 (PDF)
- CAFO Certification - snow and ice xfer to flood plan (DOCX)

(5.) HHS MRC GRANT ACCEPTANCE- No Match Required \$7,000.00 (Mayor Sarno)

**ATTACHMENTS:**

- NACCHOINC7000 (PDF)

- (6.) Order Authorizing Mayor to Execute Quitclaim Deed for Sale of 174 Maple St. to Avinoam Maor (Mayor Sarno)

**ATTACHMENTS:**

- Deed 174 Maple St. (DOC)

- (7.) Order Authorizing Mayor to Execute Quitclaim Deed for Sale of SS Walnut St. (11952-0047) to James Steele (Mayor Sarno)

**ATTACHMENTS:**

- Deed SS Walnut St. (Par.47) (DOC)

- (8.) Order Authorizing Mayor to Execute Quitclaim Deed for Sale of NS Pendleton Ave. (09630-0015) to Benita Burgos, as Trustee of the Burgos Family Trust (Mayor Sarno)

**ATTACHMENTS:**

- Deed NS Pendleton Ave. (Par.15) (DOC)

- (9.) Order Authorizing Mayor to Execute Quitclaim Deed for Sale of NS Union Street (11750-0126) to Hippolyte Dantzie (Mayor Sarno)

**WHEREAS**, the City of Springfield acquired title to vacant land located in Springfield, Massachusetts known as North Side Union Street (Parcel-ID # 11750-0126), formerly with building thereon and formerly known as 544 Union Street, through tax title foreclosure proceedings in Land Court; and

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

**WHEREAS**, the Office of Housing solicited requests to abutters to submit applications for the purchase and redevelopment of said property pursuant to the Abutter Lots Sale Program of the City of Springfield; and

**WHEREAS**, the application submitted by Hippolyte Dantzie, owner of 550-552 Union Street, was accepted by the Abutter Lots Sales Program Committee.

**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 Hippolyte Dantzie for the transfer of title to North Side Union Street (Parcel-ID # 11750-0126) for consideration of One Thousand Eight Hundred Seventy-Three and 50/100 (\$1,873.50) in substantially the same form as the draft deed attached hereto.

**ATTACHMENTS:**

- Deed NS Union St. (Par.126) (DOC)

- (10.) Order Authorizing Mayor to Execute Quitclaim Deed for Sale of ES Hancock St. (06250-0161) to Modesto Delgado (Mayor Sarno)

**ATTACHMENTS:**

- Deed ES Hancock St. (Par.161) (DOC)

- (11.) Order Authorizing the Acceptance of a Transfer of Land From the Springfield Redevelopment Authority - North Side Central Street (Mayor Sarno)

\$10.00, to be paid from the Housing Dept. budget

**ATTACHMENTS:**

- Attachment #1 - Draft Deed and Property Description & Attachment #2 - SRA Vote Authorizing Transfer (PDF)

- (12.) MassCall II Grant - \$100,000 - No Match (Mayor Sarno)

**ATTACHMENTS:**

- MASSCALLIIAWARDFY14 (PDF)

- (13.) Donation of Goods - Emergency Preparedness - \$7300 (Mayor Sarno)

**ATTACHMENTS:**

- Fire Equipment Donation list of goods (PDF)

- (14.) Arbor Day Foundation Grant - \$20,000 - No Match (Mayor Sarno)

**ATTACHMENTS:**

- td green streets (PDF)

- (15.) Fun N' Fitness Donation - \$15,792 (Mayor Sarno)

**ATTACHMENTS:**

- star-2 (PDF)

- (16.) Order Approving a Warrant for the July, 2013 Special Municipal Election (Mayor Sarno)

**ATTACHMENTS:**

- 2013 July Warrant for submission to City Council (DOC)
- Mayor Sarno letter to City Council RE Request for Election, 5.15.13 (PDF)

- (17.) Fire Dept Donation - \$300 (Mayor Sarno)

**ATTACHMENTS:**

- firefighters chk copy (PDF)
- firefighters charitable letter to us (PDF)

## **Reports**

## **Informational**

- (1.) From BPW re:Fenwick Street - Install Joint Support Pole –  
<<Enter brief purpose>>
- (2.) From BPW re:Barnes Street - Installing 83' of 4" LP Gas Main –  
<<Enter brief purpose>>
- (3.) From BPW re:Wilbraham Road - Installing 67' of 3" PVC Conduit (WMECO) –  
<<Enter brief purpose>>

## **Zoning Ordinances**

- (1.) To Amend the Springfield Zoning Ordinance, Text Enacted April 22, 1971. the Proposed Amendment Will Repeal the Existing Ordinance in Its Entirety and Replace it with a New Ordinance Affecting All Property in All Zoning Districts in the City of Springfield. Entire City Recommend  
Residence B to Business A

**PETITIONER:** Springfield Planning Board

**ADDRESS:** Entire City

**CHANGE REQUESTED:** Amend entire ordinance

**ATTACHMENTS:**

- 3148\_Entire\_City\_Zoning\_2013 (PDF)

- (2.) To Change the Zoning of the Properties Known as NS Saratoga Street (10600-0009, 10600-0010, 10600-0011, 10600-0012, 10600-0013, 10600-0014 & 10600-0015) from Residence B to Business A. NS Saratoga Street Recommend  
Residence B to Business A

**PETITIONER:** Springfield Redevelopment Authority

**ADDRESS:** NS Saratoga Street

**CHANGE REQUESTED:** Res B to Bus A

**ATTACHMENTS:**

- 3147\_NS\_Saratoga\_St\_2013 (PDF)

**Special Acts**

- (1.) An Act Exempting the City of Springfield from the Residency Provision of Massachusetts General Laws Chapter Seventy-One Section Thirty-Eight

**ATTACHMENTS:**

- Memo for Special Act for residency (DOC)





# City of Springfield

**SCHEDULED**

1.2

Meeting: 05/20/13 07:00 PM

Initiator: Pat Burns

Sponsors: Mayor Domenic J. Sarno

DOC ID: 2176

## April Revenue Vs. Expenditure Report (Mayor Sarno)

## CITY OF SPRINGFIELD, MASSACHUSETTS

Statement of Revenues and Other Sources,  
and Expenditures and Other Uses  
Budget and Actual - General FundFor the period ended  
04/30/13

| Revenues and Other Sources:                                                                       | Revised<br>Budget  | Actual               | Variance<br>Over/(Under) | %          |
|---------------------------------------------------------------------------------------------------|--------------------|----------------------|--------------------------|------------|
| Real Estate & Personal Property Taxes                                                             | \$ 158,492,170     | \$ 151,197,170       | \$ (7,295,000)           | 95%        |
| Real Estate & Personal Property Taxes - Tax Liens                                                 | -                  | 2,640,035            | 2,640,035                | 0%         |
| Motor Vehicle Excise                                                                              | 8,500,000          | 7,690,775            | (809,225)                | 90%        |
| Penalties, interest and other taxes                                                               | 6,767,200          | 4,420,936            | (2,346,264)              | 65%        |
| Charges for Services                                                                              | 12,174,321         | 8,998,175            | (3,176,146)              | 74%        |
| Intergovernmental                                                                                 | 326,607,051        | 245,318,626          | (81,288,425)             | 75%        |
| MSBA Payments                                                                                     | 15,756,614         | 15,756,614           | -                        | 100%       |
| Licenses and Permits                                                                              | 4,401,040          | 3,557,652            | (843,388)                | 81%        |
| Fines and Forfeits                                                                                | 522,250            | 239,780              | (282,470)                | 46%        |
| Interest earned on Investments                                                                    | 1,514,287          | 575,726              | (938,561)                | 38%        |
| Miscellaneous                                                                                     | 3,746,410          | 2,792,492            | (953,918)                | 75%        |
| FY 2012 Net School Spending Shortfall (a.)                                                        | 18,629,047         | 18,629,047           | -                        | 100%       |
| Stabilization Reserves                                                                            | 10,375,000         | 10,375,000           | -                        | 100%       |
| Other Financing Sources                                                                           | 6,213,817          | 6,213,817            | -                        | 100%       |
| <b>Total Revenues and Other Sources</b>                                                           | <b>573,699,207</b> | <b>478,405,846</b>   | <b>(95,293,360)</b>      | <b>83%</b> |
| <b>Expenditures and Other Uses:</b>                                                               |                    |                      |                          |            |
| General government                                                                                | 23,280,862         | 18,858,491           | 4,422,371                | 81%        |
| Public safety                                                                                     |                    |                      |                          |            |
| Police                                                                                            | 37,084,569         | 29,647,945           | 7,436,624                | 80%        |
| Fire                                                                                              | 19,135,621         | 15,401,457           | 3,734,164                | 80%        |
| Centralized Dispatch                                                                              | 1,363,115          | 1,218,917            | 144,198                  | 89%        |
| Other                                                                                             | 3,180,616          | 2,637,902            | 542,714                  | 83%        |
| Health and Welfare                                                                                | 5,122,064          | 4,223,726            | 898,338                  | 82%        |
| Public works                                                                                      | 10,387,190         | 9,153,879            | 1,233,311                | 88%        |
| Education                                                                                         | 362,915,315        | 273,972,906          | 88,942,408               | 75%        |
| Culture and recreation                                                                            | 11,438,459         | 9,256,128            | 2,182,331                | 81%        |
| Pension and fringe                                                                                | 48,772,465         | 44,011,010           | 4,761,455                | 90%        |
| State and district assessments                                                                    | 2,958,885          | 2,313,570            | 645,315                  | 78%        |
| Debt Service                                                                                      | 40,381,571         | 39,083,548           | 1,298,023                | 97%        |
| Pay as you go Capital                                                                             | 2,938,413          | 1,924,526            | 1,013,887                | 65%        |
| Other Financing Use - Trash Enterprise Supplement                                                 | 4,740,063          | 4,740,063            | -                        | 100%       |
| <b>Total Expenditures and Other Uses</b>                                                          | <b>573,699,207</b> | <b>456,444,067</b>   | <b>117,255,140</b>       | <b>80%</b> |
| <b>Excess (deficiency) of revenues<br/>and other sources over<br/>expenditures and other uses</b> | <b>\$ -</b>        | <b>\$ 21,961,779</b> | <b>\$ 21,961,779</b>     |            |

(a.) The FY 2012 Net School Spending Requirement shortfall must be appropriated in the School Budget pursuant to Chapter 70. Section 11 of the Education Reform Act of 1993.

CITY OF SPRINGFIELD, MASSACHUSETTS  
Budget and Actual - General Fund  
Expenditures and Encumbrances  
For the period ended  
04/30/13

| Expenditures and Other Uses:                      | Original<br>Budget | Transfers<br>In/(Out) | Revised<br>Budget | Expenditure | Encumbrance | Variance<br>Over/(Under) | %    |
|---------------------------------------------------|--------------------|-----------------------|-------------------|-------------|-------------|--------------------------|------|
| General government                                | 21,979,929         | 1,300,933             | 23,280,862        | 16,642,577  | 2,215,914   | 4,422,371                | 81%  |
| Public safety                                     |                    |                       |                   |             |             |                          |      |
| Police                                            | 35,252,755         | 1,831,814             | 37,084,569        | 29,341,930  | 306,015     | 7,436,624                | 80%  |
| Fire                                              | 19,135,621         | -                     | 19,135,621        | 15,132,484  | 268,973     | 3,734,164                | 80%  |
| Centralized Dispatch                              | 1,363,115          | -                     | 1,363,115         | 1,217,934   | 982         | 144,198                  | 89%  |
| Other                                             | 3,198,616          | (18,000)              | 3,180,616         | 2,406,833   | 231,069     | 542,714                  | 83%  |
| Health and Welfare                                | 4,787,064          | 335,000               | 5,122,064         | 4,172,545   | 51,181      | 898,338                  | 82%  |
| Public works                                      | 10,078,590         | 308,600               | 10,387,190        | 8,828,465   | 325,414     | 1,233,311                | 88%  |
| Education                                         | 344,286,267        | 18,629,048            | 362,915,315       | 258,596,081 | 15,376,826  | 88,942,408               | 75%  |
| Culture and recreation                            | 11,102,990         | 335,469               | 11,438,459        | 8,606,904   | 649,224     | 2,182,331                | 81%  |
| Pension and fringe                                | 49,372,465         | (600,000)             | 48,772,465        | 44,011,010  | -           | 4,761,455                | 90%  |
| State and district assessments                    | 2,958,885          | -                     | 2,958,885         | 2,228,277   | 85,293      | 645,315                  | 78%  |
| Debt Service                                      | 40,381,571         | -                     | 40,381,571        | 39,083,548  | -           | 1,298,023                | 97%  |
| Pay as you go Capital                             | 2,938,413          | -                     | 2,938,413         | 906,292     | 1,018,234   | 1,013,887                | 65%  |
| Other Financing Use - Trash Enterprise Supplement | 4,940,063          | (200,000)             | 4,740,063         | 4,740,063   | -           | -                        | 100% |
| Total Expenditures and Other Uses                 | 551,776,343        | 21,922,863            | 573,699,207       | 435,914,943 | 20,529,124  | 117,255,140              | 80%  |



# City of Springfield

**SCHEDULED**

1.3.1

Meeting: 05/20/13 07:00 PM

Initiator: Kateri B. Walsh

Sponsors: At-Large Councilor Kateri Walsh

DOC ID: 2180

## Report of Committee - DPW Transfer (At-Large Councilor Walsh)

### **REPORT OF COMMITTEE**

#### **Committee:**

**Date:** May 10, 2013

**Time:** 4pm

**Subject:** Transfer \$43,045.83 from DPW Snow and Ice -  
Temporary Salaries and Wages to DPW and Ice Various  
OTPS Line Items

**Councilors in Attendance:** Walsh, Concepcion

#### **Synopsis(include pros/cons):**

Pat Burns, Comptroller explained that the City Council authorized the DPW to deficit spend which was not required but this transfer needs to occur to eliminate line item deficits within the DPW budget.

#### **Motions/Recommendations:**

**Made By:** Councilor Concepcion made a motion to support the transfer of \$43,045.83 at the May 20, 2013 City Council meeting.

**Seconded:** Councilor Kateri Walsh

**Vote:** in favor Concepcion and Walsh no one opposed.



# City of Springfield

**SCHEDULED**

Meeting: 05/20/13 07:00 PM  
Initiator: Kateri B. Walsh  
Sponsors: Ward 8 Councilor John Lysak  
DOC ID: 2194

1.3.2

## Barre Street (Ward 8 Councilor Lysak)

### **REPORT OF COMMITTEE**

#### **Committee:**

**Date: May 8, 2013**

**Time: 6 pm**

**Subject: Barre Street construction**

**Councilors in Attendance:** Walsh, John Lysak also in attendance Chris Cignoli, DPW and Elizabeth Quigley from Congressman Neal's Office

#### **Synopsis(include pros/cons):**

Chris Cignoli from DPW/Engineering explained that it would take around \$300,000 to construct Barre Street into a Public Way. Councilors Walsh and Lysak had previously held a committee meeting on Barre Street to discuss the concerns with the neighbors. The neighbors have petitioned for this street to become a public way for years. One of their main concerns is emergency vehicles not being able to get down the street in a timely manner. The other issue is their mailboxes are at the end of the street without lock boxes. They are also very difficult to get to in the bad weather especially. The safety for the children in the neighborhood is another concern. Councilors Walsh and Lysak are requesting that the Mayor and the CAFO approve funding to make Barre Street a public way before something tragic happens.

#### **Motions/Recommendations:**

**Made By:** Councilors Walsh and Lysak support Barre Street becoming a public way as soon as possible.

**Seconded:**

**Vote:**



# City of Springfield

**SCHEDULED**

Meeting: 05/20/13 07:00 PM  
Initiator: Tracye Whitfield  
Sponsors: Mayor Domenic J. Sarno  
DOC ID: 2187

2.1

## **Veteran Services Benefits Deficit - \$100,000.00 (Mayor Sarno)**

**WHEREAS**, to meet the expenses of the City of Springfield for the fiscal year commencing July 1, 2012 and ending June 30, 2013 (FY'13), pursuant to Mass. Gen. Laws ch. 44 , Section 33B, and Chapter 468 of the Acts of 2008, the Acting Chief Administrative and Financial Officer and his Honor the Mayor have requested authorization from the City Council to transfer the sum of \$100,000 from FY12 Free Cash to the Veteran Services Department in order to fund the Benefits Deficit

**WHEREAS**, after reviewing this order, the Acting 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 \$100,000.00 From the FY12 Free Cash to the Veteran Services in order to fund the FY13 Benefits and meet the expenses of the City of Springfield for Fiscal Year 2013.

From: Certified Free Cash - Other Financing Uses

**0100-00-000-0000-0000-000000-0000000-701000- \$100,000.00**

To: Veterans - Ordinary Benefits

**0100-50-543-0000-0000-0010-000000-0000000-577500-- \$100,000.00**

**FINANCIAL IMPACT:**

\$100,000.00



City of Springfield  
36 Court Street  
Springfield, MA 01103



Division of Administration  
and Finance

**To:** Springfield City Council  
**From:** Timothy J Plante, Acting Chief Administrative & Financial Officer  
**Date:** May 20, 2013  
**Re:** Order for Council Meeting – Free Cash Transfer to Fund Veteran Services Benefits Deficits  
**Cc:** Mayor Sarno

**Purpose:** The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for May 20, 2013 Council meeting which transfers \$100,000 from FY12 Certified Free Cash to the Veteran Services Department

**Background:** On May 20, 2013 the City Council will consider an order to authorize and transfer the sum of \$100,000 from the City's Certified Free Cash to the Department of Veteran Services for the following reasons:

- **The current amount of funds budgeted for Veteran Benefits is projected to last only through May 2013**
- **The recommended transfer and use of \$100,000 from Certified Free Cash for Veterans Services Ordinary Benefits should provide adequate funds to support expenses for Veteran cases through June 30, 2013.**
- **It is believed that the caseload increase is direct result of the current economy. Veterans are returning home from the war, unemployment benefits running out, and the mandatory VASH program payments.**
- **Payment of Veterans Benefits are mandated by MGL Chapter 115, § 3.**
- **It should be noted that 75% of these payments will be reimbursed by the State.**

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

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

Attachment: CAFO Certification Veterans Benefits (2187 : Veteran Services Benefits Deficit - \$100,000.00)



# City of Springfield

**SCHEDULED**

Meeting: 05/20/13 07:00 PM  
Initiator: Chris Kulig  
Sponsors: Mayor Domenic J. Sarno  
DOC ID: 2190

2.2

## Worker's Compensation Transfer - \$180,000 (Mayor Sarno)

**WHEREAS**, to meet the expenses of the City of Springfield for the fiscal year commencing July 1, 2012 and ending June 30, 2013 (FY'13), pursuant to Mass. Gen. Laws Ch. 44, Section 33B, and Chapter 468 of the Acts of 2008, the Acting Chief Administrative and Financial Officer and his Honor the Mayor have requested authorization from the City Council to transfer FY13 operating budget funding from the Worker's Compensation Indemnity line item (\$180,000.00) to the Worker's Compensation Medical Claims line item (\$180,000.00); and

**WHEREAS**, the funding will be used to pay medical claims arising from work-related worker's compensation injuries; and

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

**WHEREAS**, after reviewing this order, the Acting 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 FY13 operating budget funding from the Worker's Compensation Indemnity line item (\$180,000.00) to the Worker's Compensation Medical Claims line item (\$180,000.00) to pay medical claims arising from work-related worker's compensation injuries.

**From: Worker's Compensation Indemnity**

**0100-10-152-0000-0000-0010-000000-0000000-517040-                      \$ 180,000.00**

**To:     Worker's Compensation Medical Claims**

**0100-10-152-0000-0000-0010-000000-0000000-531100-                      \$ 180,000.00**



City of Springfield  
36 Court Street  
Springfield, MA 01103



Division of Administration  
and Finance

To: Springfield City Council  
From: Timothy J. Plante, Acting Chief Administrative & Financial Officer  
Date: May 20, 2013  
Re: Order for Council Meeting – 5/20/2013  
Cc: Mayor Sarno

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**Purpose:** The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the May 6, 2013 Council meeting which transfers \$180,000.00 from Worker's Compensation Indemnity to Worker's Compensation Medical Claims.

**Background:** The City currently has a number of expensive medical claims cases that have arisen from on-duty worker's compensation injuries. These particular cases have created situation where the current appropriation will not be sufficient to pay the City's obligations through June 30, 2013. Funding is available in the Worker's Compensation Indemnity line item to cover the remainder of these costs for Fiscal Year 2013.

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

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

Attachment: CAFO Certification Worker's Compensation transfer (2190 : Worker's Compensation Transfer - \$180,000)



# City of Springfield

SCHEDULED

Meeting: 05/20/13 07:00 PM  
Initiator: Pat Burns  
Sponsors: Mayor Domenic J. Sarno  
DOC ID: 2175 A

2.3

## Budget Transfer to Fund FY 2013 Expenses for the July 16 Special Election (Mayor Sarno)

**WHEREAS**, to meet the expenses of the City of Springfield, pursuant to Mass. Gen. Laws Ch. 44, Section 33B, Ch. 59, Section 23 and Chapter 468 of the Acts of 2008, the Acting Chief Administrative and Financial Officer and his Honor the Mayor have requested authorization from the City Council to transfer the sum of **\$96,000.00** From FY12 Free Cash to the Board of Elections various accounts in order to fund FY 2013 Special Election Expenses. (Please see below)

**WHEREAS**, after reviewing this order, the Acting 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 **\$96,000.00** From FY12 Free Cash to the Board of Elections various accounts in order to fund FY 2013 Special Election Expenses.

|              |                                                   |                    |
|--------------|---------------------------------------------------|--------------------|
| <b>From:</b> | <b>Certified Free Cash - Other Financing Uses</b> |                    |
|              | 0100-00-000-0000-0000-000000-0000000-701000       | \$96,000.00        |
| <b>To:</b>   | <b>Board of Elections - Printing/Binding</b>      |                    |
|              | 0100-10-162-0000-0000-0010-000000-0000000-531200- | <u>\$65,000.00</u> |
|              | <b>Board of Elections - Professional Services</b> |                    |
|              | 0100-10-162-0000-0000-0010-000000-0000000-530105- | <u>\$ 4,000.00</u> |
|              | <b>Board of Elections - Postage</b>               |                    |
|              | 0100-10-162-0000-0000-0010-000000-0000000-534100  | <u>\$ 2,000.00</u> |
|              | <b>Professional Services - Office Supplies</b>    |                    |
|              | 0100-10-162-0000-0000-0010-000000-0000000-530105- | <u>\$ 5,000.00</u> |

Order (ID # 2175)

Meeting of May 20, 2013

**Professional Services - Advertising**0100-10-162-0000-0000-0010-000000-00000000-534300- \$ 20,000.00**Total: \$96,000.00****FINANCIAL IMPACT:**

\$96,000.00

**Patrick S. Burns**  
City Comptroller

City Comptroller's Office  
36 Court Street  
Springfield, MA 01103  
Office: (413) 787-6150  
Fax: (413) 787-6159



SPRINGFIELD, MASSACHUSETTS

May 9, 2013

Council President James J. Ferrera III  
36 Court Street  
City Council Office - Room 200  
Springfield, MA. 01103

Re: Order Approving and Authorizing the Execution of a Host Community Agreement  
With BlueTarp ReDevelopment, LLC, And Authorizing an Election on a Ballot Question  
for the Operation of a Casino, Upon Request.

Council President Ferrera:

At a meeting of the City Council held on Monday, May 6, 2013 you invoked Rule 20 of the Rules of the City Council. This rule requires that the City Comptroller files a report to the Council verifying cost estimates and/or verifying the City's ability to meet costs associated with an order under consideration by the City Council.

The order before the City Council is approving and authorizing the execution of a host community agreement with BlueTarp Redevelopment, LLC and authorizing an election on a ballot question for the operation of a Casino. The costs associated with this order under consideration are those required to hold a special election. I have contacted the City Solicitor Edward Pikula and the Election Commissioner Gladys Oyola requesting a detailed listing of all costs and any reimbursements pertaining to the special election on the ballot question for the operation of a Casino.

The Election Commissioner provided me with an itemized breakdown of the estimated expenses associated with holding a special election on the operation of a casino totaling \$226,500.



**Expenditures:**

| Expenditures                                              |                     | FY        |
|-----------------------------------------------------------|---------------------|-----------|
| Poll Workers                                              | \$50,000.00         | 2014      |
| Overtime - Police                                         | \$34,000.00         | 2014      |
| Overtime Election Staff                                   | \$3,000.00          | 2014      |
| Supplemental Staff - Pre & Post Election Prep             | \$9,000.00          | 2014      |
| Supplemental Staff - Election Day                         | \$5,000.00          | 2014      |
| Tabulator/Ballot Testing                                  | \$4,000.00          | 2013/2014 |
| Postage                                                   | \$2,000.00          | 2013/2014 |
| Building Rental                                           | \$2,500.00          | 2014      |
| Election Custodian                                        | \$2,000.00          | 2014      |
| Delivery                                                  | \$3,000.00          | 2014      |
| Supplies                                                  | \$5,000.00          | 2013      |
| Ballot Printing, Election Coding, Memory Packs*           | \$65,000.00         | 2013      |
| Advertising & Media Campaign                              | \$40,000.00         | 2013/2014 |
| Translation Services *                                    | \$2,000.00          | 2013      |
| <b>TOTAL</b>                                              | <b>\$226,500.00</b> |           |
| *Exact pricing contingent on summary size                 |                     |           |
| CTS Language Link -Translation Vendor                     |                     |           |
| ESS - Election coding / election supplies/ballot printing |                     |           |
| Bradford & Bigelow - Ballot printing                      |                     |           |

Due to the timing of this election the expenditures will be spread over two Fiscal Years. The Personal Service expenditures (Poll Workers, Overtime, and Supplemental Staff) will be incurred in FY 2014 and have been built into the Election Office's budget request. The City Council authorized a transfer to fund possible FY 2013 special election expenditures at a meeting held on Monday February 11, 2013. This order is attached as Exhibit 1. This transfer is insufficient to cover all of the projected costs of the special election due to new requirements mandated by the State Gaming Commission.

**Revenue:**

City Solicitor Edward Pikula informed me that Massachusetts General Law Chapter 23K Section 15(13) requires the applicant reimburses the City for

expenses incurred related to the election within 30 days after the election. Massachusetts General Law Chapter 23K Section 15 is attached as Exhibit 2.

Pursuant to Massachusetts General Law Chapter 44 Section 53 the reimbursement from the Casino applicant must be recorded as General Fund Revenue and will be included on page three of the FY 2014 Tax Recapitulation Sheet as a Local Receipt.

**Conclusion:**

The estimated cost of \$226,500 provided by Election Commissioner Gladys Oyola is an accurate projection of potential funds required to hold a special election.

It is my professional opinion that the City has not appropriated sufficient funds in the FY 2013 Election Office's line item general fund budget to meet the costs associated with the order before the City Council. A Financial Order will be required to fund certain expenses associated with the special election. This order should be submitted by the Mayor and considered by the Council at the next regular meeting scheduled for Monday May 20, 2013.

Please do not hesitate to contact me with any questions.

Sincerely,



Patrick S. Burns  
City Comptroller

CC:

Council Vice President Bud L. Williams  
Councilor Zaida Luna  
Councilor Michael Fenton  
Councilor Melvin A. Edwards  
Councilor E. Henry Twiggs  
Councilor Clodo Concepcion  
Councilor Kenneth E. Shea  
Councilor Timothy Allen  
Councilor John Lysak  
Councilor Thomas Ashe  
Councilor Timothy J. Rooke  
Councilor Kateri Walsh  
City Clerk Wayman Lee



Exhibit 1



## City of Springfield

SUBMITTED

Meeting: 02/11/13 07:00 PM

Initiator: Tracye Whitfield

Sponsors: Mayor Domenic J. Sarno

DOC ID: 2060

## Elections - Special Elections - \$221,400.00 (Mayor Sarno)

WHEREAS, to meet the expenses of the City of Springfield, pursuant to Mass. Gen. Laws Ch. 44, Section 33B, Ch. 59, Section 23 and Chapter 468 of the Acts of 2008, the Acting Chief Administrative and Financial Officer and his Honor the Mayor have requested authorization from the City Council to transfer the sum of \$221,400 From FY12 Free Cash to the Board of Elections Special Elections

WHEREAS, after reviewing this order, the Acting 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 \$221,400 From FY12 Free Cash to the Board of Elections various accounts.

|                                                   |                   |
|---------------------------------------------------|-------------------|
| From: Certified Free Cash - Other Financing Uses  |                   |
| 0100-00-000-0000-0000-000000-0000000-701000       | <u>\$221,4000</u> |
| To: Board of Elections -                          |                   |
| Temporary Salaries and wages                      |                   |
| 0100-10-162-0000-0000-0010-000000-0000000-503000- | <u>\$ 104,440</u> |
| Overtime                                          |                   |
| 0100-10-162-0000-0000-0010-000000-0000000-506000- | <u>\$ 69,000</u>  |
| Professional Services                             |                   |
| 0100-10-162-0000-0000-0010-000000-0000000-530105- | <u>\$ 4,000</u>   |
| Postage & Delivery -                              |                   |
| 0100-10-162-0000-0000-0010-000000-0000000-501000- | <u>\$ 7,000</u>   |
| Rental Building -                                 |                   |
| 0100-10-162-0000-0000-0010-000000-0000000-527010- | <u>\$ 5,000</u>   |
| Office Supplies -                                 |                   |

Order (ID # 2060)

Meeting of February 11, 2013

0100-10-162-0000-0000-0010-000000-00000000-542010-

\$ 4,000

Printing/Binding -

0100-10-162-0000-0000-0010-000000-00000000-531200-

\$ 28,000 Total: \$221,440

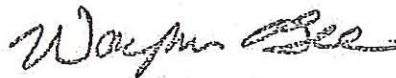
## FISCAL IMPACT:

\$221,400.00

A true copy of an Order approved by the City Council on February 11, 2013 by the following roll call vote: Yes, Twelve (12) Councilors Clodo Concepcion, Kateri B. Walsh, Kenneth E. Shea, E. Henry Twiggs, Bud L. Williams, Michael A. Fenton, John A. Lysak, Zaida Luna, Timothy C. Allen, Timothy J. Rooke, Thomas M. Ashe, James J. Ferrera, III; No, None (0); Absent One (1) Councilor Melvin A. Edwards.

Approved by the Mayor on February 15, 2013

Attest:



City Clerk



Exhibit 2

**PART I** ADMINISTRATION OF THE GOVERNMENT

(Chapters 1 through 182)

(Chapters 1 through 182)

**TITLE II** EXECUTIVE AND ADMINISTRATIVE OFFICERS OF THE COMMONWEALTH**CHAPTER 23K** THE MASSACHUSETTS GAMING COMMISSION**Section 15** Criteria for eligibility to receive gaming license

[ Text of section added by 2011, 194, Sec. 16 effective November 22, 2011.]

Section 15. No applicant shall be eligible to receive a gaming license unless the applicant meets the following criteria and clearly states as part of an application that the applicant shall:

(1) agree to be a licensed state lottery sales agent under chapter 10 to sell or operate the lottery, multi-jurisdictional and keno games; demonstrate that the lottery and keno games shall be readily accessible to the guests of the gaming establishment and agree that, as a condition of its license to operate a gaming establishment, it will not create, promote, operate or sell games that are similar to or in direct competition, as determined by the commission, with games offered by the state lottery commission, including the lottery instant games or its lotto style games such as keno or its multi-jurisdictional games;

(2) in accordance with the design plans submitted with the licensee's application to the commission, invest not less than the required capital under this chapter into the gaming establishment;

(3) own or acquire, within 60 days after a license has been awarded, the land where the gaming establishment is proposed to be constructed; provided, however, that ownership of the land shall include a tenancy for a term of years under a lease that extends not less than 60 years beyond the term of the gaming license issued under this chapter;

(4) meet the licensee deposit requirement;

(5) demonstrate that it is able to pay and shall commit to paying the gaming licensing fee;

(6) demonstrate to the commission how the applicant proposes to address lottery mitigation, compulsive gambling problems, workforce development and community development and host and surrounding community impact and mitigation issues as set forth in the memoranda of understanding required under this chapter;



(7) identify the infrastructure costs of the host and surrounding communities incurred in direct relation to the construction and operation of a gaming establishment and commit to a community mitigation plan for those communities;

(8) provide to the commission a signed agreement between the host community and the applicant setting forth the conditions to have a gaming establishment located within the host community; provided, however, that the agreement shall include a community impact fee for the host community and all stipulations of responsibilities between the host community and the applicant, including stipulations of known impacts from the development and operation of a gaming establishment;

(9) provide to the commission signed agreements between the surrounding communities and the applicant setting forth the conditions to have a gaming establishment located in proximity to the surrounding communities and documentation of public outreach to those surrounding communities; provided, however, that the agreement shall include a community impact fee for each surrounding community and all stipulations of responsibilities between each surrounding community and the applicant, including stipulations of known impacts from the development and operation of a gaming establishment;

(10) provide to the commission signed agreements between the impacted live entertainment venues and the applicant setting forth the conditions to have a gaming establishment located in proximity to the impacted live entertainment venues; provided, however, that the agreement shall include, but not be limited to, terms relating to cross marketing, coordination of performance schedules, promotions and ticket prices;

(11) pay to the commission a nonrefundable application fee of \$400,000 to defray the costs associated with the processing of the application and investigation of the applicant; provided, however, that if the costs of the investigation exceed the initial application fee, the applicant shall pay the additional amount to the commission within 30 days after notification of insufficient fees or the application shall be rejected; and provided further, that not less than \$50,000 of the application fee shall be used to reimburse the host and surrounding municipalities for the cost of determining the impact of a proposed gaming establishment and for negotiating community mitigation impact agreements;

(12) comply with state and local building codes and local ordinances and bylaws, including sections 61 to 62H, inclusive, of chapter 30;

(13) have received a certified and binding vote on a ballot question at an election in the host community in favor of such license; provided, however that a request for an election shall take place after the signing of an agreement between the host community and the applicant; provided further, that upon receipt of a request for an election, the governing body of the





municipality shall call for the election to be held not less than 60 days but not more than 90 days from the date that the request was received; provided further, that the signed agreement between the host community and the applicant shall be made public with a concise summary, approved by the city solicitor or town counsel, in a periodical of general circulation and on the official website of the municipality not later than 7 days after the agreement was signed by the parties; provided further, that the agreement and summary shall remain on the website until the election has been certified; provided further, that the municipality that holds an election shall be reimbursed for its expenses related to the election by the applicant within 30 days after the election; provided further, that the commission shall deny an application for a gaming license if the applicant has not fully reimbursed the community; provided further, that, for the purposes of this clause, unless a city opts out of this provision by a vote of the local governing body, if the gaming establishment is proposed to be located in a city with a population of at least 125,000 residents as enumerated by the most recent enumerated federal census, "host community" shall mean the ward in which the gaming establishment is to be located for the purpose of receiving a certified and binding vote on a ballot question at an election; provided further, that, upon the signing of an agreement between the host community and the applicant and upon the request of the applicant, the city or town clerk shall set a date certain for an election on the ballot question in the host community; provided further, that at such election, the question submitted to the voters shall be worded as follows: "Shall the (city/town) of \_\_\_\_\_ permit the operation of a gaming establishment licensed by the Massachusetts Gaming Commission to be located at \_\_\_\_\_[description of site] \_\_\_\_\_? YES \_\_\_\_\_ NO \_\_\_\_\_"; provided further, that the ballot question shall be accompanied by a concise summary, as determined by the city solicitor or town counsel; provided further, that if a majority of the votes cast in a host community in answer to the ballot question is in the affirmative, the host community shall be taken to have voted in favor of the applicant's license; provided further, that, if the ballot question is voted in the negative, the applicant shall not submit a new request to the governing body within 180 days of the last election; and provided further, that a new request shall be accompanied by an agreement between the applicant and host community signed after the previous election; provided further, that if a proposed gaming establishment is situated in 2 or more cities or towns, the applicant shall execute an agreement with each host community, or a joint agreement with both communities, and receive a certified and binding vote on a ballot question at an election held in each host community in favor of such a license;

(14) provide a community impact fee to the host community;

(15) formulate for commission approval and abide by a marketing program by which the applicant shall identify specific goals, expressed as an overall program goal applicable to the total dollar amount of contracts, for utilization of: (i) minority business enterprises, women business enterprises and veteran business enterprises to participate as contractors in the

design of the gaming establishment; (ii) minority business enterprises, women business enterprises and veteran business enterprises to participate as contractors in the construction of the gaming establishment; and (iii) minority business enterprises, women business enterprises and veteran business enterprises to participate as vendors in the provision of goods and services procured by the gaming establishment and any businesses operated as part of the gaming establishment; and

(16) formulate for commission approval and abide by an affirmative action program of equal opportunity whereby the applicant establishes specific goals for the utilization of minorities, women and veterans on construction jobs; provided, however, that such goals shall be equal to or greater than the goals contained in the executive office for administration and finance Administration Bulletin Number 14. In furtherance of specific goals for the utilization of minorities, women and veterans on construction jobs, the licensee shall send to each labor union or representative of workers with which the applicant has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the applicant's commitments.



City of Springfield  
36 Court Street  
Springfield, MA 01103



Division of Administration  
and Finance

**To:** Springfield City Council  
**From:** Timothy J. Plante, Acting Chief Administrative & Financial Officer  
**Date:** May 20, 2013  
**Re:** Order for Council Meeting – Free Cash Transfer to Board of Elections Commission's to cover the of the Special Casino Election  
**Cc:** Mayor Sarno

**Purpose:** The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for May 20, 2013 Council meeting which transfers \$96,000 from FY12 Certified Free Cash to the Board of Elections Commission to cover the FY13 cost related to the Casino Election. The cost of the Casino Election is 100% reimbursed by MGM.

**Background:** On May 20, 2011 the City Council will consider an order to authorize and transfer the sum of \$96,000 from the City's FY12 Certified Free Cash to The Board of Elections Commissions for the mandated Casino Election. Listed below are the costs to cover the expenses:

| Expenditures                                   | FY13 COST   |
|------------------------------------------------|-------------|
| Supplies                                       | \$5,000.00  |
| Ballot Printing, Election Coding, Memory Packs | \$65,000.00 |
| Translation Services                           | \$2,000.00  |
| Tabulator/Ballot Testing                       | \$2,000.00  |
| Postage                                        | \$2,000.00  |
| Advertising & Media Campaign                   | \$20,000.00 |

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

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

Attachment: CAFO Certification Election Commission Casino Election (2175 : Budget Transfer to Fund July 16 Special Election \$96,000.00)



# City of Springfield

**SCHEDULED**

Meeting: 05/20/13 07:00 PM  
Initiator: Antoinette Basile  
Sponsors: Mayor Domenic J. Sarno  
DOC ID: 2181

2.4

## **Budget Transfer W/In the Department of Public Works \$12,000.00 (Mayor Sarno)**

**WHEREAS**, to meet the expenses of the City of Springfield for the fiscal year commencing July 1, 2012 and ending June 30, 2013 (FY'13), pursuant to Mass. Gen. Laws ch. 44, Section 33B, and Chapter 468 of the Acts of 2008, the Acting Chief Administrative and Financial Officer and his Honor the Mayor have requested authorization from the City Council to transfer the sum of \$12,000.00 From the DPW Snow and Ice Temporary Salaries to the DPW Storm Drains Administrative Professional Services in order to fund the Annual Maintenance of the Flood Protection System.

**WHEREAS**, after reviewing this order, the Acting 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 \$ 12,000.00 From the DPW Snow and Ice Temporary Salaries to the DPW Storm Drains Administrative Professional Services in order to fund Design and Annual Maintenance of the Flood Protection System and meet the expenses of the City of Springfield for Fiscal Year 2013.

**From: DPW Snow and Ice - Temporary Salaries and Wages**

**0100-40-400-4230-4999-0090-000000-0000000-503000- \$ 12,000.00**

**To: DPW Storm Drain Administrative - Professional Services**

**0100-40-400-4430-4999-0090-000000-0000000-530105- \$ 12,000.00**

**FINANCIAL IMPACT:**

\$ 12,000.00



CITY OF SPRINGFIELD - DPW  
SNOW AND ICE BUDGET VS. ACTUAL  
AS OF APRIL 29, 2013

| DESCRIPTION                           | ORIGINAL<br>APPROP | TRANFRS<br>ADJSTMNTS | CH 44<br>SEC 31 DEF | REVISED<br>BUDGET | YTD EXPENDED     | ENCUMB/REQS | AVAILABLE<br>BUDGET | PCT<br>USED   |
|---------------------------------------|--------------------|----------------------|---------------------|-------------------|------------------|-------------|---------------------|---------------|
| <b>01442331 PLOWING</b>               |                    |                      |                     |                   |                  |             |                     |               |
| -----                                 |                    |                      |                     |                   |                  |             |                     |               |
| 501000 SALARIES & WAGES               | -                  | 13,051.50            | -                   | 13,051.50         | 13,051.50        | -           | -                   | 100.0%        |
| 506000 OVERTIME                       | -                  | 45,225.10            | -                   | 45,225.10         | 45,225.10        | -           | -                   | 100.0%        |
| 507500 ALLOWANCES-CLOTHES, TOOLS, ETC | -                  | 1,440.00             | -                   | 1,440.00          | 1,440.00         | -           | -                   | 100.0%        |
| 508000 DIFFERENTIAL                   | -                  | 604.85               | -                   | 604.85            | 604.85           | -           | -                   | 100.0%        |
| <b>SUBTOTAL PERSONAL SERVICES</b>     | -                  | <b>60,321.45</b>     | -                   | <b>60,321.45</b>  | <b>60,321.45</b> | -           | -                   | <b>100.0%</b> |

|                                    |                   |                   |                    |                   |                   |                 |                    |               |
|------------------------------------|-------------------|-------------------|--------------------|-------------------|-------------------|-----------------|--------------------|---------------|
| 531710 HIRED EQUIPMENT             | 500,000.00        | 250,000.00        | (61,000.00)        | 689,000.00        | 712,893.50        | 3,698.00        | (27,591.50)        | 104.0%        |
| 531730 TEMPORARY SERVICES          | 10,000.00         | 19,500.00         | (3,500.00)         | 26,000.00         | 29,169.21         | -               | (3,169.21)         | 112.2%        |
| 534300 ADVERTISING                 | 1,250.00          | -                 | -                  | 1,250.00          | -                 | -               | 1,250.00           | 0.0%          |
| 544900 PREVENTATIVE MAINT SUPPLIES | 15,000.00         | (3,000.00)        | -                  | 12,000.00         | 9,858.49          | -               | 2,141.51           | 82.2%         |
| <b>SUBTOTAL OTPS</b>               | <b>526,250.00</b> | <b>266,500.00</b> | <b>(64,500.00)</b> | <b>728,250.00</b> | <b>751,921.20</b> | <b>3,698.00</b> | <b>(27,369.20)</b> | <b>103.8%</b> |
| <b>TOTAL PLOWING</b>               | <b>526,250.00</b> | <b>326,821.45</b> | <b>(64,500.00)</b> | <b>788,571.45</b> | <b>812,242.65</b> | <b>3,698.00</b> | <b>(27,369.20)</b> | <b>103.5%</b> |

|                                   |   |               |   |               |               |   |   |               |
|-----------------------------------|---|---------------|---|---------------|---------------|---|---|---------------|
| <b>01442332 SAND AND SALT</b>     |   |               |   |               |               |   |   |               |
| -----                             |   |               |   |               |               |   |   |               |
| 501000 SALARIES & WAGES           | - | 480.32        | - | 480.32        | 480.32        | - | - | 100.0%        |
| 506000 OVERTIME                   | - | 306.27        | - | 306.27        | 306.27        | - | - | 100.0%        |
| 508000 DIFFERENTIAL               | - | 5.60          | - | 5.60          | 5.60          | - | - | 100.0%        |
| <b>SUBTOTAL PERSONAL SERVICES</b> | - | <b>792.19</b> | - | <b>792.19</b> | <b>792.19</b> | - | - | <b>100.0%</b> |

|                                     |                   |                     |                    |                   |                   |                 |                   |               |
|-------------------------------------|-------------------|---------------------|--------------------|-------------------|-------------------|-----------------|-------------------|---------------|
| 531710 HIRED EQUIPMENT              | -                 | -                   | -                  | -                 | 570.00            | -               | (570.00)          | 0.0%          |
| 544900 PREVENTATIVE MAINT SUPPLIES  | 35,000.00         | (4,000.00)          | -                  | 31,000.00         | 21,937.74         | 5,713.00        | 3,349.26          | 89.2%         |
| 548100 VEHICLE SUPPLIES/ACCESSORIES | 75,000.00         | 45,000.00           | (10,000.00)        | 110,000.00        | 107,672.13        | 113.40          | 2,214.47          | 98.0%         |
| 548400 GASOLINE AND DIESEL          | -                 | 43,000.00           | (15,000.00)        | 28,000.00         | 36,844.95         | -               | (8,844.95)        | 131.6%        |
| 551700 OTHER SUPPLIES               | -                 | 11,000.00           | -                  | 11,000.00         | 8,657.68          | 1,735.22        | 607.10            | 94.5%         |
| 553200 MIXES                        | 5,000.00          | -                   | -                  | 5,000.00          | 2,458.66          | 1,000.00        | 1,541.34          | 69.2%         |
| 553800 SALT                         | 550,000.00        | (281,000.00)        | (1,000.00)         | 268,000.00        | 268,925.69        | -               | (925.69)          | 100.3%        |
| <b>SUBTOTAL OTPS</b>                | <b>665,000.00</b> | <b>(186,000.00)</b> | <b>(26,000.00)</b> | <b>453,000.00</b> | <b>447,066.85</b> | <b>8,561.62</b> | <b>(2,628.47)</b> | <b>100.6%</b> |
| <b>TOTAL SAND AND SALT</b>          | <b>665,000.00</b> | <b>(185,207.81)</b> | <b>(26,000.00)</b> | <b>453,792.19</b> | <b>447,859.04</b> | <b>8,561.62</b> | <b>(2,628.47)</b> | <b>100.6%</b> |

|                                   |   |           |   |           |          |   |          |       |
|-----------------------------------|---|-----------|---|-----------|----------|---|----------|-------|
| <b>01442333 PLOW INSTALLATION</b> |   |           |   |           |          |   |          |       |
| -----                             |   |           |   |           |          |   |          |       |
| 524010 REP & MAINT - VEHICLES     | - | 10,000.00 | - | 10,000.00 | 6,810.37 | - | 3,189.63 | 68.1% |

CITY OF SPRINGFIELD - DPW  
 SNOW AND ICE BUDGET VS. ACTUAL  
 AS OF APRIL 29, 2013

| DESCRIPTION                                 | ORIGINAL<br>APPROP  | TRANFRS<br>ADJSTMTS | CH 44<br>SEC 31 DEF | REVISED<br>BUDGET   | YTD EXPENDED        | ENCUMB/REQS      | AVAILABLE<br>BUDGET | PCT<br>USED   |
|---------------------------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|------------------|---------------------|---------------|
| 544900 PREVENTATIVE MAINT SUPPLIES          | -                   | -                   | -                   | -                   | 483.50              | -                | (483.50)            | 0.0%          |
| <b>TOTAL PLOW INSTALLATION</b>              | <b>-</b>            | <b>10,000.00</b>    | <b>-</b>            | <b>10,000.00</b>    | <b>7,293.87</b>     | <b>-</b>         | <b>2,706.13</b>     | <b>72.9%</b>  |
| <b>01442335 SNOW AND ICE SPREADING</b>      |                     |                     |                     |                     |                     |                  |                     |               |
| -----                                       |                     |                     |                     |                     |                     |                  |                     |               |
| 501000 SALARIES & WAGES                     | -                   | 10,277.29           | -                   | 10,277.29           | 10,277.29           | -                | -                   | 100.0%        |
| 506000 OVERTIME                             | -                   | 88,400.77           | -                   | 88,400.77           | 88,400.77           | -                | -                   | 100.0%        |
| 507500 ALLOWANCES-CLOTHES, TOOLS, ETC       | -                   | 2,335.00            | -                   | 2,335.00            | 2,335.00            | -                | -                   | 100.0%        |
| 508000 DIFFERENTIAL                         | -                   | 294.99              | -                   | 294.99              | 294.99              | -                | -                   | 100.0%        |
| <b>TOTAL SNOW AND ICE SPREADING</b>         | <b>-</b>            | <b>101,308.05</b>   | <b>-</b>            | <b>101,308.05</b>   | <b>101,308.05</b>   | <b>-</b>         | <b>-</b>            | <b>100.0%</b> |
| <b>01442399 SNOW AND ICE ADMINISTRATIVE</b> |                     |                     |                     |                     |                     |                  |                     |               |
| -----                                       |                     |                     |                     |                     |                     |                  |                     |               |
| 501000 SALARIES & WAGES                     | -                   | 65,466.53           | -                   | 65,466.53           | 66,940.13           | -                | (1,473.60)          | 102.3%        |
| 503000 TEMPORARY SALARIES AND WAGES         | 100,000.00          | (19,807.29)         | -                   | 80,192.71           | -                   | -                | 80,192.71           | 0.0%          |
| 506000 OVERTIME                             | 300,000.00          | (212,834.19)        | -                   | 87,165.81           | 87,273.00           | -                | (107.19)            | 100.1%        |
| 507500 ALLOWANCES-CLOTHES, TOOLS, ETC       | -                   | 1,737.00            | -                   | 1,737.00            | 1,737.00            | -                | -                   | 100.0%        |
| 508000 DIFFERENTIAL                         | -                   | 3,016.26            | -                   | 3,016.26            | 3,016.26            | -                | -                   | 100.0%        |
| <b>SUBTOTAL PERSONAL SERVICES</b>           | <b>400,000.00</b>   | <b>(162,421.69)</b> | <b>-</b>            | <b>237,578.31</b>   | <b>158,966.39</b>   | <b>-</b>         | <b>78,611.92</b>    | <b>66.9%</b>  |
| 551700 OTHER SUPPLIES                       | -                   | -                   | -                   | -                   | 1,460.98            | -                | (1,460.98)          | 0.0%          |
| <b>SUBTOTAL OTPS</b>                        | <b>-</b>            | <b>-</b>            | <b>-</b>            | <b>-</b>            | <b>1,460.98</b>     | <b>-</b>         | <b>(1,460.98)</b>   | <b>0.0%</b>   |
| <b>TOTAL SNOW AND ICE ADMINISTRATIVE</b>    | <b>400,000.00</b>   | <b>(162,421.69)</b> | <b>-</b>            | <b>237,578.31</b>   | <b>160,427.37</b>   | <b>-</b>         | <b>77,150.94</b>    | <b>67.5%</b>  |
| <b>GRAND TOTAL</b>                          | <b>1,591,250.00</b> | <b>90,500.00</b>    | <b>(90,500.00)</b>  | <b>1,591,250.00</b> | <b>1,529,130.98</b> | <b>12,259.62</b> | <b>49,859.40</b>    | <b>96.9%</b>  |

City of Springfield  
36 Court Street  
Springfield, MA 01103



Division of Administration  
and Finance

To: Springfield City Council  
From: Timothy J. Plante, Acting Chief Administrative & Financial Officer  
Date: May 20, 2013  
Re: Order for Council Meeting – Budget Transfer within the Department of Public Works for \$12,000  
Cc: Mayor Sarno

---

**Purpose:** The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for May 20, 2013 Council meeting which transfers \$12,000 from the temporary salaries line from the snow and ice account to fund the annual maintenance of the Flood Protection System.

**Background:** The DEP and Army Corps of Engineers have required an annual maintenance of the Flood Protection System around the City. This funding would cover the annual maintenance costs using leftover temporary salaries from the snow and ice account.

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

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

Attachment: CAFO Certification - snow and ice xfer to flood plan (2181 : Budget Transfer W/in the Department of Public Works \$12,000.00)



## City of Springfield

**SCHEDULED**

Meeting: 05/20/13 07:00 PM  
Initiator: Tracye Whitfield  
Sponsors: Mayor Domenic J. Sarno  
DOC ID: 2127

2.5

### **HHS MRC GRANT ACCEPTANCE- No Match Required \$7,000.00 (Mayor Sarno)**

**WHEREAS**, the Department of Health and Human Services (“Department”) has been awarded an increase of \$7,000.00 from the National Association of County and City Health Officials (NACCHO); and

**WHEREAS**, the Department intends to use the grant funds to assist in building the capacity of its’ MRC unit; and

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

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

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

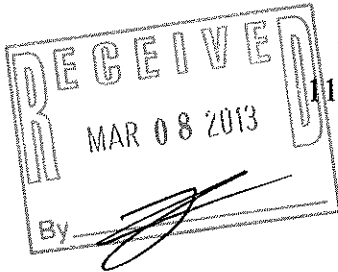
**MRC GRANT-INCREASE - \$7,000.00**



# National Association of County and City Health Officials

7070

## AGREEMENT



National Association of County and City Health Officials  
1100 17<sup>th</sup> Street, NW, 7th Floor, Washington, DC 20036-4636  
(202)783-5550 FAX (202)783-1583

CONTRACT # MRC 13--1110-C

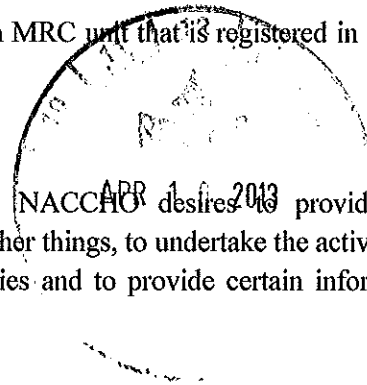
This Agreement is entered into, effective as of the date of the later signature indicated below (the "Effective Date"), by and between the **National Association of County and City Health Officials** ("NACCHO"), with its principal place of business at 1100 17<sup>th</sup> St., N.W., 7<sup>th</sup> Floor, Washington, DC 20036, and **City of Springfield Massachusetts** ("Organization"), with its principal place of business at **95 State Street, Room 201, Springfield, MA 01103**

WHEREAS, NACCHO has received a grant from the Department of Health and Human Services (Grant Number: 5MRCSG101005-03, CFDA Number: 93.008) (the "Grant") to build the capacity of local Medical Reserve Corps ("MRC") units;

WHEREAS, pursuant to the terms of the Grant, NACCHO has agreed, among other things, to provide support to MRC units and to encourage these units to provide certain information to the Office of the Surgeon General's Division of the Civilian Volunteer Medical Reserve Corps ("OSG/DCVMRC");

WHEREAS, Organization either houses or is itself an MRC unit that is registered in good standing with the OSG/DCVMRC;

WHEREAS, pursuant to the terms of the Grant, NACCHO desires to provide funding to Organization in exchange for Organization agreeing, among other things, to undertake the activities indicated in their capacity building application or oversee such activities and to provide certain information to the OSG/DCVMRC.



NOW, THEREFORE, NACCHO and Organization, intending to be legally bound, in consideration of the promises and mutual covenants and obligations contained herein, hereby agree as follows:

1. ORGANIZATION'S OBLIGATIONS: In consideration for the payment described in Section 3, below, Organization agrees, during the Term of this Agreement, to be an MRC Unit in Good

Attachment: NACCHOINC7000 (2127 : HHS MRC GRANT INCREASE- No Match Required \$7,000.00)

# National Association of County and City Health Officials

## AGREEMENT

National Association of County and City Health Officials  
1100 17<sup>th</sup> Street, NW, 7th Floor, Washington, DC 20036-4636  
(202)783-5550 FAX (202)783-1583

Standing by meeting the following criteria below. If Organization houses an MRC Unit, Organization will ensure that the unit is an MRC Unit in Good Standing by meeting the following criteria below.

- a. Have 501c(3) or comparable status or be housed in an organization capable of and willing to receive federal funds on its behalf;
  - b. Monitors and provide updates to the MRC Unit's profile on the MRC web site no less often than once every three months;
  - c. Provides the OSG/DCVMRC with regular updates of programs and plans;
  - d. Actively works towards National Incident Management System ("NIMS") compliance;
  - e. Agrees to participate in MRC Unit Technical Assistance assessments;
  - f. Utilizes capacity building award funds for approved purposes, and as indicated in their capacity building award application;
  - g. Maintains Registered status with the OSG/DCVMRC; and
  - h. Agrees to complete program/event/activity evaluations provided by NACCHO
2. TERM OF AGREEMENT: The term of the Agreement shall be begin on February 15<sup>th</sup>, 2013 and shall continue until July 31, 2013 (the "Term").
  3. PAYMENT FOR SERVICES: In consideration for the agreements by Organization set forth in Section 1, above, NACCHO shall pay Organization Seven Thousand Dollars (\$7000). Payment will be made before the expiration of the Term of the Agreement.
  4. REVISIONS AND AMENDMENTS: Any revisions or amendments to this Agreement must be made in writing and signed by both parties.
  5. ASSIGNMENT: Organization may not assign this Agreement nor delegate any duties herein without the expressed written approval of NACCHO.
  6. INTERFERING CONDITIONS: Organization shall promptly and fully notify NACCHO of any condition that interferes with, or threatens to interfere with, the successful carrying out of Organization's duties and responsibilities under this Agreement, or the accomplishment of the purposes thereof. Such notice shall not relieve Organization of said duties and responsibilities under this Agreement.

Attachment: NACCHOINC7000 (2127 : HHS MRC GRANT INCREASE- No Match Required \$7,000.00)

# National Association of County and City Health Officials

## AGREEMENT

National Association of County and City Health Officials  
1100 17<sup>th</sup> Street, NW, 7th Floor, Washington, DC 20036-4636  
(202)783-5550 FAX (202)783-1583

7. RESOLUTION OF DISPUTES: The parties shall use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with this Agreement. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under the Agreement while attempting to resolve the dispute under this section. If a dispute arises between the parties that cannot be resolved by direct negotiation, the dispute shall be submitted to a dispute board for a nonbinding determination. Members of the dispute board shall be the Director or Chief Executive Officer of the consultant, the Executive Director of NACCHO, and the Senior Staff of NACCHO responsible for this Agreement. The costs of the dispute board shall be paid by the consultant and NACCHO in relation to the actual costs incurred by each of the parties. The dispute board shall timely review the facts, Agreement terms and applicable law and rules, and make its determination. If such efforts fail to resolve the differences, the disputes will be submitted to arbitration in the District of Columbia before a single arbitrator in accordance with the then-current rules of the American Arbitration Association. The arbitration award shall be final and binding upon the parties and judgment may be entered in any court of competent jurisdiction.
8. ENTIRE AGREEMENT: This Agreement contains all agreements, representations, and understandings of the parties and supersedes and replaces any and all previous understandings, commitments, or agreements, oral or written.
9. PARTIAL INVALIDITY: If any part, term, or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law, that part, term or provision shall be restated to effectuate the parties' intentions, and the validity of the remaining portions or provisions shall not be affected.
10. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia (without regard to its conflict of law rules).
11. COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS: Organization's use of funds under this Agreement is subject to the directives of and full compliance with 45 C.F.R. Part 74 (Uniform Administrative Requirements for Awards and Subawards to Institutions of Higher Education, Hospitals, Other Non-Profit Organizations, and Commercial Organizations) and OMB Circular A-110 (Uniform Administrative Requirements for Grants and Agreements With

Attachment: NACCHOINC7000 (2127 : HHS MRC GRANT INCREASE- No Match Required \$7,000.00)

## National Association of County and City Health Officials

### AGREEMENT

National Association of County and City Health Officials  
1100 17<sup>th</sup> Street, NW, 7th Floor, Washington, DC 20036-4636  
(202)783-5550 FAX (202)783-1583

Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations). It is the Organization's responsibility to understand and comply with all requirements set forth therein.

12. DEBARRED OR SUSPENDED ORGANIZATIONS: Pursuant to OMB Circular A-110, Organization certifies to the best of its knowledge that is not presently and will execute no subcontract with parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension."
13. AUDITING: Organization agrees to permit independent auditors to have access to its books, records and financial statements for the purpose of monitoring compliance with this contract.
14. NOTICE: All notices under this Agreement shall be in writing and shall be sent via facsimile and first class mail, postage prepaid, to the addresses below. Either party may update its address by providing written notice to the other party pursuant to the terms of this provision.

TO NACCHO:

National Association of County and City Health Officials

Attn: Moira Tsanga

1100 17<sup>th</sup> Street, N.W., 7<sup>th</sup> Floor

Washington, DC 20036

Tel. (202) 507-4272

Fax (202) 783-1583

Email: [mtsanga@naccho.org](mailto:mtsanga@naccho.org)

TO ORGANIZATION:

Attachment: NACCHOINC7000 (2127 : HHS MRC GRANT INCREASE- No Match Required \$7,000.00)

# National Association of County and City Health Officials

## AGREEMENT

National Association of County and City Health Officials  
1100 17<sup>th</sup> Street, NW, 7th Floor, Washington, DC 20036-4636  
(202)783-5550 FAX (202)783-1583

City of Springfield Massachusetts

Helen R. Caulton-Harris

Director

95 State Street, Room 201

Springfield, MA 01103

Tel. 413-787-6456

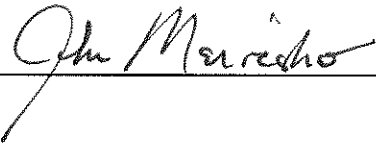
15. AUTHORITY TO BIND PARTY: Each party hereby represents and warrants that the person signing this Agreement on its behalf as the authority to bind such party.

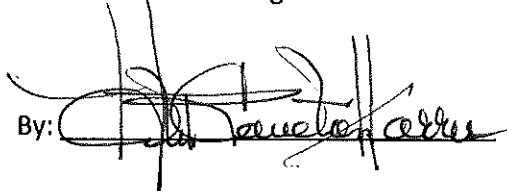
### NACCHO:

### ORGANIZATION:

Authorized Signature:

Authorized Signature:

By: 

By: 

Name: John Mericsko

Name: Helen R. Caulton-Harris

Title: Chief Financial Officer

Title: Director

Organization: National Association of County and  
City Health Officials

Organization: City of Springfield Massachusetts

Address: 1100 17<sup>th</sup> Street, NW  
7<sup>th</sup> Floor  
Washington, DC 20036

Address: 95 State Street, Room 201  
Springfield, MA 01103

Attachment: NACCHOINC7000 (2127 : HHS MRC GRANT INCREASE- No Match Required \$7,000.00)



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**National Association of County and City Health Officials**

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**AGREEMENT**

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National Association of County and City Health Officials  
1100 17<sup>th</sup> Street, NW, 7th Floor, Washington, DC 20036-4636  
(202)783-5550 FAX (202)783-1583

Phone: 202-783-2490

Phone: (413) 787-6456

Fax: 202-783-1583

Fax: (413) 787-6458

EIN: 52-1426663

EIN: 046-001-415

Date:

4/4/13

Date:

3/7/2013

Attachment: NACCHOINC7000 (2127 : HHS MRC GRANT INCREASE- No Match Required \$7,000.00)

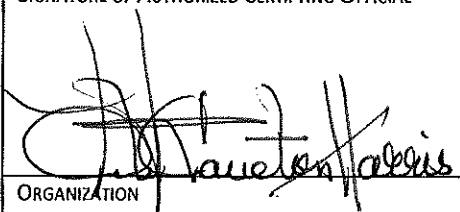
# National Association of County and City Health Officials

## AGREEMENT

National Association of County and City Health Officials  
 1100 17<sup>th</sup> Street, NW, 7th Floor, Washington, DC 20036-4636  
 (202)783-5550 FAX (202)783-1583

### CERTIFICATION OF NON-DEBARMENT OR SUSPENSION

By my signature I attest that City of Springfield Massachusetts has not been debarred or suspended pursuant to OMB Circular A-110 and will not subcontract with parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689 "Debarment and Suspension."

|                                                                                                                                    |                         |
|------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL<br> | TITLE<br><br>Director   |
| ORGANIZATION<br>City of Springfield<br>Department of Health/Human Svcs.                                                            | DATE SIGNED<br>3/7/2013 |

Attachment: NACCHOINC7000 (2127 : HHS MRC GRANT INCREASE- No Match Required \$7,000.00)



# City of Springfield

**SCHEDULED**

Meeting: 05/20/13 07:00 PM  
Initiator: Melvyn Altman  
Sponsors: Mayor Domenic J. Sarno  
DOC ID: 2173

2.6

## Order Authorizing Mayor to Execute Quitclaim Deed for Sale of 174 Maple St. to Avinoam Maor (Mayor Sarno)

**WHEREAS**, the City of Springfield acquired title to land, with building thereon, located in Springfield, Massachusetts known as 174 Maple Street through tax title foreclosure proceedings in Land Court; and

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

**WHEREAS**, the Office of Procurement solicited request for proposals for the purchase and redevelopment of said property pursuant to RFP (Bid) Number SPG-13-265; and

**WHEREAS**, the Mayor upon the recommendation of the City's RFP Review Committee has accepted the proposal submitted by Avinoam Maor.

**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 Avinoam Maor for the transfer of title to 174 Maple Street for consideration of Ten Thousand and 00/100 (\$10,000.00) 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 **TEN THOUSAND AND 00/100 DOLLARS (\$10,000.00)**, grants to **AVINOAM MAOR** (“Grantee”), individually, of 586 South Mountain Road, New City, New York 10956, with **QUITCLAIM COVENANTS**, the land in said Springfield, described as follows:

Land, with building thereon, known as 174 Maple Street (Parcel-ID # 08218-0048), and being the parcel described in a deed recorded February 12, 2002, in Hampden County Registry of Deeds, Book 12157, Page 79, and supposed to contain about 2961 square feet; and being the same parcel described in an Instrument of Taking dated September 28, 2007, and recorded in Hampden County Registry of Deeds, Book 17035, Page 89; and also being the same parcel foreclosed by Judgment of the Land Court entered on April 19, 2011, in Case No.: 09 TL 139418, and recorded in Hampden County Registry of Deeds, Book 18766, Page 24; and being more particularly 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 (“hereinafter called Protective Restrictions”) which are to be taken and construed as running with the Property and are to be binding upon said Grantee, his 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) The Property shall be used solely for a three family residence; (2) The Grantee agrees that rehabilitation of the residence shall be undertaken to ensure it meets, in the sole discretion of the City of Springfield, Federal Housing Quality Standards; (3) Rehabilitation of the residence and any accompanying landscaping, fencing, and paving shall be completed by the Grantee within one year from the date of recording of this Quitclaim Deed; (4) The Grantee cannot sell the Property until the rehabilitation work and all other required work is completed and approved by the City of Springfield Office of Housing; (5) The Grantee agrees that the Property shall be his principal place of residence for a period not less than five years or that he will sell the Property after rehabilitation is completed to an owner who agrees to use the Property as a principal place of residence for a period not less than five years but this restriction shall terminate upon a lender’s foreclosure of its mortgage or by a deed in lieu of foreclosure should same occur and this condition shall only apply to the purchaser of the Property from the Grantee and not apply to subsequent purchasers or owners of the Property; (6) All excess trash, brush, rubbish, and debris shall be cleared from the Property by the Grantee within one month from the date of recording of this Quitclaim Deed; and (7) If the Grantee violates the Protective Restrictions or any term and condition of sale, the City of Springfield reserves the right to revert the Property back to city

ownership at no cost and for no consideration. At closing, the Grantee shall execute a Reverter Deed to the City of Springfield which shall be held in escrow by the City pending satisfaction of the Protective Restrictions. If the Reverter Deed has not been recorded within two years from the date of recording of this Quitclaim Deed, then the City of Springfield's right of reverter shall be deemed to have lapsed. Prior to recording the Reverter Deed, the City shall provide written notice via certified mail to the Grantee of its violations of the Protective Restrictions and a sixty day opportunity to cure said violations.

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 \_\_\_\_\_, 2013, 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 \_\_\_\_\_, 2013, 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 \_\_\_\_\_, 2013, 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 174 Maple St. (2173 : Sale 174 Maple St.)



**EXHIBIT "A"**

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

Beginning at a point in the Westerly line of Maple Street, about one hundred twenty-seven (127) feet from the intersection of said Westerly line of Maple Street with the Northerly line of Central Street and opposite the center of the partition wall between the house standing on the granted premises and that on the land adjoining the granted premises on the south, and running thence Westerly by land formerly of Frank E. Stacy, through the center of the partition wall and in the same line continued about one hundred seven and one-half (107.5) feet to a passageway, thence Northerly on said passageway, about twenty-five (25) feet to another passageway; thence Easterly by last named passageway, about one hundred seven and one-half (107.5) feet to Maple Street; and thence Southerly on said Maple Street, about twenty-five feet to the place of beginning.

Together with all rights in the passageway.

Attachment: Deed 174 Maple St. (2173 : Sale 174 Maple St.)



## City of Springfield

**SCHEDULED**

Meeting: 05/20/13 07:00 PM  
Initiator: Melvyn Altman  
Sponsors: Mayor Domenic J. Sarno  
DOC ID: 2174

2.7

### Order Authorizing Mayor to Execute Quitclaim Deed for Sale of SS Walnut St. (11952-0047) to James Steele (Mayor Sarno)

**WHEREAS**, the City of Springfield acquired title to vacant land located in Springfield, Massachusetts known as South Side Walnut Street (Parcel-ID # 11952-0047), formerly with building thereon and formerly known as 192 Walnut Street, through tax title foreclosure proceedings in Land Court; and

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

**WHEREAS**, the Office of Procurement solicited requests for proposals for the purchase and redevelopment of said property pursuant to RFP (Bid) Number SPG-13-060; and

**WHEREAS**, the Mayor upon the recommendation of the City's RFP Review Committee has accepted the proposal submitted by James Steele, an abutting property owner.

**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 James Steele for the transfer of title to South Side Walnut Street (Parcel-ID # 11952-0047), 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 **JAMES STEELE** (“Grantee”), individually, of 281 Cooper Street, Springfield, Massachusetts 01108, with **QUITCLAIM COVENANTS**, the land in said Springfield, described as follows:

Land now known as South Side Walnut Street (Parcel-ID # 11952-0047), formerly with building thereon and formerly known as 192 Walnut Street, and being the parcel described in a deed recorded December 28, 1989, in Hampden County Registry of Deeds, Book 7355, Page 280, and supposed to contain about 4900 square feet; and being the same parcel described in an Instrument of Taking dated June 27, 1995, and recorded in Hampden County Registry of Deeds, Book 9221, Page 255; and also being the same parcel foreclosed by Judgment of the Land Court entered on July 24, 2008, in Case No.: 99 TL 118800, and recorded in Hampden County Registry of Deeds, Book 17420, Page 121; and being more particularly 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 (“hereinafter called Protective Restrictions”) which are to be taken and construed as running with the Property and are to be binding upon said Grantee, his 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) The Property must be combined with the abutting parcel within three months of transfer of title; (2) The Property may be used solely for open space to an immediate adjacent parcel; (3) Replacement tree, approved by the City of Springfield Office of Planning and Economic Development, must be planted within one year of transfer of title; and (4) All excess trash, brush, rubbish, and debris shall be cleared from the Property by the Grantee within one month of transfer of title.

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 \_\_\_\_\_, 2013, 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 \_\_\_\_\_, 2013, 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 \_\_\_\_\_, 2013, 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 SS Walnut St. (Par.47) (2174 : Sale SS Walnut St. (Par.47))

**EXHIBIT "A"**

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

Beginning at a bar in the ground at the northwest corner of James and Walnut Street, and running thence NORTHERLY on said Walnut Street about forty-nine and 5.10 (49.5) feet more or less to land now or formerly of one Harwood, formerly of Samuel Cohn; thence WESTERLY on land now or formerly of said Harwood, ninety-nine (99) feet to land now or formerly of one Blood, formerly of George O. Kingsbury; thence SOUTHERLY on said land now or formerly of Blood about forty-nine and 5/10 (49.5) feet to James Street; and thence EASTERLY on said James Street, ninety-nine feet to the place of beginning.

Attachment: Deed SS Walnut St. (Par.47) (2174 : Sale SS Walnut St. (Par.47))





## City of Springfield

**SCHEDULED**

Meeting: 05/20/13 07:00 PM  
Initiator: Melvyn Altman  
Sponsors: Mayor Domenic J. Sarno  
DOC ID: 2178

2.8

### **Order Authorizing Mayor to Execute Quitclaim Deed for Sale of NS Pendleton Ave. (09630-0015) to Benita Burgos, as Trustee of the Burgos Family Trust (Mayor Sarno)**

**WHEREAS**, the City of Springfield acquired title to vacant land located in Springfield Massachusetts known as NS Pendleton Avenue (Parcel-ID # 09630-0015), formerly with building thereon and formerly known as 68 Pendleton Avenue, 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 Housing solicited requests to abutters to submit applications for the purchase and redevelopment of said property pursuant to the Abutter Lots Sale Program of the City of Springfield; and

**WHEREAS**, the application submitted by Benita Burgos, As Trustee Of The Burgos Family Trust, owner of 76 Pendleton Avenue, was accepted by the Abutter Lots Sales Program Committee.

**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 Benita Burgos, As Trustee Of The Burgos Family Trust for the transfer of title to North Side Pendleton Avenue (Parcel-ID # 09630-0015) for consideration of Two Thousand Eight Hundred Forty-Three and 25/100 (\$2,843.25) 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 **TWO THOUSAND EIGHT HUNDRED FORTY-THREE AND 25/100 DOLLARS (\$2,843.25)**, grants to **BENITA BURGOS, AS TRUSTEE OF THE BURGOS FAMILY TRUST** (“Grantee”), of 76 Pendleton Avenue, Springfield, Massachusetts 01109, with **QUITCLAIM COVENANTS**, the land in said Springfield, described as follows:

Land now known as North Side Pendleton Avenue (Parcel ID # 09630-0015), formerly with building thereon and formerly known as 68 Pendleton Avenue, and being the parcel described in a deed dated August 12, 1965 and recorded in Hampden County Registry of Deeds, Book 3133, Page 503, and supposed to contain about 11,373 square feet; and being the same parcel described in an Instrument of Taking dated April 29, 1975, and recorded in Hampden County Registry of Deeds, Book 4135, Page 196; and also being the same parcel foreclosed by Judgment of the Land Court entered April 6, 2009, in Case No.: 99 TL 118794, and recorded in Hampden County Registry of Deeds, Book 17788, Page 406 (hereinafter referred to as the “Property”).

The conveyance is made pursuant to the Abutter Lots Sale Program of the City of Springfield and is sold “as is” and is conveyed subject to the following restrictions which shall run with the land and which shall be enforceable by the City of Springfield:

(1) The Property must be combined with the abutting parcel located at 76 Pendleton Avenue owned by the Grantee within three months of transfer of title; (2) The Property may be used solely for open space and/or parking to an immediate adjacent parcel; and (3) All excess trash, brush, rubbish and debris shall be cleared from the Property within one month from the date of transfer of title.

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.

Attachment: Deed NS Pendleton Ave. (Par.15) (2178 : Sale NS Pendleton Ave. (Par.15))

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 \_\_\_\_\_, 2013, 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 \_\_\_\_\_, 2013, 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 \_\_\_\_\_, 2013, 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 Pendleton Ave. (Par.15) (2178 : Sale NS Pendleton Ave. (Par.15))

**EXHIBIT "A"**

The land in Springfield, Hampden County, Massachusetts, bounded and described as follows situated on the northerly side of Pendleton Avenue:

Southerly by said Pendleton Avenue, seventy-four and one-half (74 ½) feet; Westerly by land formerly of F. R. Ladd, about one hundred fifty-four (154) feet; Northerly by land formerly of P. B. Tyler, seventy-four and one-half (74 ½) feet; and Easterly by land now or formerly of W. W. Amadon and land now or formerly of F. R. Ladd, about one hundred fifty-four (154) feet.

Attachment: Deed NS Pendleton Ave. (Par.15) (2178 : Sale NS Pendleton Ave. (Par.15))



## City of Springfield

**SCHEDULED**

Meeting: 05/20/13 07:00 PM  
Initiator: Melvyn Altman  
Sponsors: Mayor Domenic J. Sarno  
DOC ID: 2182

2.9

### Order Authorizing Mayor to Execute Quitclaim Deed for Sale of NS Union Street (11750-0126) to Hippolyte Dantzie (Mayor Sarno)

**WHEREAS**, the City of Springfield acquired title to vacant land located in Springfield, Massachusetts known as North Side Union Street (Parcel-ID # 11750-0126), formerly with building thereon and formerly known as 544 Union Street, through tax title foreclosure proceedings in Land Court; and

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

**WHEREAS**, the Office of Housing solicited requests to abutters to submit applications for the purchase and redevelopment of said property pursuant to the Abutter Lots Sale Program of the City of Springfield; and

**WHEREAS**, the application submitted by Hippolyte Dantzie, owner of 550-552 Union Street, was accepted by the Abutter Lots Sales Program Committee.

**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 Hippolyte Dantzie for the transfer of title to North Side Union Street (Parcel-ID # 11750-0126) for consideration of One Thousand Eight Hundred Seventy-Three and 50/100 (\$1,873.50) 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 EIGHT HUNDRED SEVENTY-THREE AND 50/100 DOLLARS (\$1,873.50)**, grants to **HIPPOLYTE DANTZIE** (“Grantee”), of 552 Union Street, Springfield, Massachusetts 01109, with **QUITCLAIM COVENANTS**, the land in said Springfield, described as follows:

Land now known as North Side Union Street (Parcel ID # 11750-0126), formerly with building thereon and formerly known as 544 Union Street, and being the parcel described in a deed recorded November 3, 2003, in Hampden County Registry of Deeds, Book 13741, Page 377, and supposed to contain about 7494 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 581; and also being the same parcel foreclosed by Judgment of the Land Court entered July 3, 2008, in Case No.: 93 TL 097039, and recorded in Hampden County Registry of Deeds, Book 17393, Page 311 (hereinafter referred to as the “Property”).

The conveyance is made pursuant to the Abutter Lots Sale Program of the City of Springfield and is sold “as is” and is conveyed subject to the following restrictions which shall run with the land and which shall be enforceable by the City of Springfield:

(1) The Property must be combined with the abutting parcel located at 550-552 Union Street owned by the Grantee within three months of transfer of title; (2) The Property may be used solely for open space and/or parking to an immediate adjacent parcel; and (3) All excess trash, brush, rubbish and debris shall be cleared from the Property within one month from the date of transfer of title.

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.

Attachment: Deed NS Union St. (Par.126) (2182 : Sale NS Union St. (Par.126))



**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 \_\_\_\_\_, 2013, 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 \_\_\_\_\_, 2013, 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 \_\_\_\_\_, 2013, 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 Union St. (Par.126) (2182 : Sale NS Union St. (Par.126))

**EXHIBIT "A"**

Certain real estate situated in Springfield, Hampden County, Massachusetts, bounded and described as follows:

Beginning at a point in the northerly line of Union Street at the southeast corner of land now or formerly of Edward C. Camp, and running thence

- |                  |                                                                                                                                                                                 |
|------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <u>Northerly</u> | on last named land, one hundred fifty (150) feet to land now or formerly of Francis and William F. Hannan; thence                                                               |
| <u>Easterly</u>  | on last named land, sixty-four and 5/10 (64.5) feet to land now or formerly of Vasileous R. Chaoushoglon; thence                                                                |
| <u>Southerly</u> | on last named land, forty-three and 5/10 (43.5) feet to the southwesterly corner thereof; thence                                                                                |
| <u>Westerly</u>  | in a line in continuation of said Chaoushoglon's southerly line, eighteen (18) feet; thence                                                                                     |
| <u>Southerly</u> | in a straight line, one hundred seven (107) feet to a point in the northerly line of Union Street distant forty-six (46) feety easterly from the place of beginning; and thence |
| <u>Westerly</u>  | on said Union Street, forty-six (46) feet to the place of beginning.                                                                                                            |



## City of Springfield

**SCHEDULED**

Meeting: 05/20/13 07:00 PM  
Initiator: Melvyn Altman  
Sponsors: Mayor Domenic J. Sarno  
DOC ID: 2183

2.10

### **Order Authorizing Mayor to Execute Quitclaim Deed for Sale of ES Hancock St. (06250-0161) to Modesto Delgado (Mayor Sarno)**

**WHEREAS**, the City of Springfield acquired title to vacant land located in Springfield, Massachusetts known as East Side Hancock Street (Parcel-ID # 06250-0161), formerly with building thereon and formerly known as 327 Hancock Street, through tax title foreclosure proceedings in Land Court; and

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

**WHEREAS**, the Office of Housing solicited requests to abutters to submit applications for the purchase and redevelopment of said property pursuant to the Abutter Lots Sale Program of the City of Springfield; and

**WHEREAS**, the application submitted by Modesto Delgado, owner of 151-153 Florence Street, was accepted by the Abutter Lots Sales Program Committee.

**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 Modesto Delgado for the transfer of title to East Side Hancock Street (Parcel-ID # 06250-0161) for consideration of One Thousand Seven Hundred Eighty and 25/100 (\$1,780.25) 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 SEVEN HUNDRED EIGHTY AND 25/100 DOLLARS (\$1,780.25)**, grants to **MODESTO DELGADO** (“Grantee”), of 151 Florence Street, Springfield, Massachusetts 01105, with **QUITCLAIM COVENANTS**, the land in said Springfield, described as follows:

Land now known as East Side Hancock Street (Parcel ID # 06250-0161), formerly with building thereon and formerly known as 327 Hancock Street, and being the parcel described in a deed recorded August 17, 1979, in Hampden County Registry of Deeds, Book 4815, Page 396, and supposed to contain about 7121 square feet; and being the same parcel described in an Instrument of Taking dated September 9, 1997, and recorded in Hampden County Registry of Deeds, Book 10044, Page 422; and also being the same parcel foreclosed by Judgment of the Land Court entered July 22, 2008, in Case No.: 99 TL 118572, and recorded in Hampden County Registry of Deeds, Book 17420, Page 120 (hereinafter referred to as the “Property”).

The conveyance is made pursuant to the Abutter Lots Sale Program of the City of Springfield and is sold “as is” and is conveyed subject to the following restrictions which shall run with the land and which shall be enforceable by the City of Springfield:

(1) The Property must be combined with the abutting parcel located at 151-153 Florence Street owned by the Grantee within three months of transfer of title; (2) The Property may be used solely for open space and/or parking to an immediate adjacent parcel; and (3) All excess trash, brush, rubbish and debris shall be cleared from the Property within one month from the date of transfer of title.

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.

Attachment: Deed ES Hancock St. (Par.161) (2183 : Sale ES Hancock St. (Par.161))

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 \_\_\_\_\_, 2013, 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 \_\_\_\_\_, 2013, 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 \_\_\_\_\_, 2013, before me, the undersigned Notary Public, personally appeared the above-named Domenic J. Sarno, Mayor, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, and acknowledged to me that he executed the same as his free act and deed, and as the free act and deed of the City of Springfield.

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

Attachment: Deed ES Hancock St. (Par.161) (2183 : Sale ES Hancock St. (Par.161))

**EXHIBIT "A"**

A certain tract of land situated on the easterly side of Hancock Street, Springfield, Hampden County, Massachusetts, and bounded and described as follows:

Bounded **NORTHERLY** by land now or formerly of Mrs. Weber and Mary Talcott one hundred (100) feet more or less; **EASTERLY** by land now or formerly of Charles Hall seventy-two (72) feet more or less; **SOUTHERLY** by a passageway formerly called the old town road, one hundred (100) feet more or less; and **WESTERLY** by said Hancock Street seventy-two (72) feet more or less.

Attachment: Deed ES Hancock St. (Par.161) (2183 : Sale ES Hancock St. (Par.161))





## City of Springfield

SCHEDULED

2.11

Meeting: 05/20/13 07:00 PM

Initiator: Kathy Breck

Sponsors: Mayor Domenic J. Sarno

DOC ID: 2184

### Order Authorizing the Acceptance of a Transfer of Land From the Springfield Redevelopment Authority - North Side Central Street (Mayor Sarno)

#### AN ORDER AUTHORIZING THE MAYOR TO ACCEPT A TRANSFER OF LAND FROM THE SPRINGFIELD REDEVELOPMENT AUTHORITY

WHEREAS, the Springfield Redevelopment Authority ("SRA"), is the owner of a vacant parcel of land at North Side Central Street, City Parcel #02560-0063 ("Parcel"), which is further described in Attachment #1, Exhibit A, attached hereto; and

WHEREAS, the Parcel is located in-between two (2) other City-owned parcels (Parcel #02560-0060 and #02560-0064) on Central Street which are also vacant lots; and

WHEREAS, the City, through the Office of Housing, would like to combine the three (3) vacant lots and offer them for disposition through a single Request for Proposals (RFP), to be developed into single family homes to be sold to owner-occupants with income up to 120% of the area median income, with the RFP also providing development funds for the housing development using Neighborhood Stabilization Program (NSP) funds, provided by HUD and targeted to redevelopment of vacant or foreclosed residential properties; and

WHEREAS, the Office of Housing has requested that the City purchase the Parcel from the SRA for the purpose of redevelopment as a single family home, to further the goal of neighborhood revitalization;

WHEREAS, on May 6, 2013, the SRA Board of Directors voted to approve the transfer of the Parcel to the City for this purpose, for consideration of Ten Dollars (\$10.00), declaring that the use of the Parcel shall be "*restricted to any lawful use in accordance with all federal, state, and local laws, rules, regulations, ordinances, zoning restrictions, and the covenants of the Central Street Urban Renewal Plan*". A copy of the Vote is appended to this Order as Attachment #2; and

WHEREAS, once the Parcel is transferred to the City, the Office of Housing intends to issue a single RFP to redevelop the three parcels for single family homes consistent with the description contained in this Order; and

WHEREAS, the City Council hereby finds that the Parcel, once transferred to the City's ownership, shall be made available for disposition, to be used for redevelopment of a single family home, consistent with the terms of this Order and the Vote of the SRA, pursuant to Mass. Gen. Laws ch. 30B, sec. 16(a);

NOW THEREFORE, BE IT ORDERED, that the Mayor is hereby authorized to: (i) accept a deed of the Parcel from the SRA in substantially the same form as the draft deed attached hereto as Attachment #1, and to pay the consideration of \$10.00 to the SRA, pursuant to Mass. Gen. Laws ch. 43, sec. 30; (ii) take any steps necessary to record the deed and complete the sale of the Parcel to the City; and (iii) and upon transfer of the Parcel to the City, to make the Parcel available for disposition through a RFP for the purposes of redevelopment for a single family home, consistent with the terms of this Order.

**FINANCIAL IMPACT:**

\$10.00, to be paid from the Housing Dept. budget

Attachment #1

# MASSACHUSETTS QUITCLAIM DEED BY CORPORATION (short form)

KNOW ALL BY THESE PRESENTS that the Springfield Redevelopment Authority, a public body, politic and corporate, organized under the Housing and Urban Renewal Law of Massachusetts and all acts in amendment thereof, or in addition thereto, and having a usual place of business at 36 Court Street, Springfield, Massachusetts 01103 ("Grantor"), in full consideration of Ten (\$10.00) Dollars paid, grants to City of Springfield, a municipal corporation duly established under the laws of the Commonwealth of Massachusetts and having its usual place of business at 36 Court Street, Springfield, Massachusetts 01103 ("Grantee"), with QUITCLAIM COVENANTS, the land in said Springfield, County of Hampden, Commonwealth of Massachusetts, more particularly described in,

"Exhibit A" attached hereto and made a part hereof (said land hereinafter referred to as the "Property").

This Conveyance is made under and subject to:

- A. Present and future laws, ordinances, resolutions, regulations and orders of all municipal, county, state, federal or other government bodies, boards, agencies or other authority now or hereafter having jurisdiction.
- B. The public easement in public streets and alleys abutting the Property.
- C. The following covenants:
  1. The Grantee covenants and agrees for itself, its heirs, successors and assigns to or of the Property or any part thereof, that the Grantee, and such heirs, successors and assigns, shall:
    - a. Devote the Property to and only to the use or reuses permitted under the Land Use Plan for the Central Street Urban Renewal Plan and as the same may be hereafter modified, amended and extended from time to time.
    - b. Not discriminate upon the basis of race, color, creed or national origin in the sale, lease or rental or in the use and occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof.
    - c. Comply with all State and local laws, in effect from time to time, prohibiting discrimination or segregation by reason race, religion, color or national origin in the sale, lease or in the use and occupancy of the Property and not effect or execute any agreement, lease, conveyance, or other instrument whereby the Property or any part thereof is restricted upon the basis of race, religion, color or national origin in the sale, lease or occupancy thereof.
  2. The Grantee for itself, and its heirs, successors and assigns agree that the aforementioned restrictions, covenants, and agreements shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, be to the fullest extent permitted by law and equity binding for the benefit and in favor, and enforceable by, the Grantor, its successors and assigns, the owner of any other land (or of any interest in such land) in the Project Area which is subject to the land use requirements

and restrictions of the Urban Renewal Plan and the United States, against the Grantee, and its heirs, successors and assigns to or of the Property or any part thereof or any interest therein and any part in possession or occupancy of the Property or any part thereof. The Grantee, for itself, its heirs, successors and assigns, further covenants and agrees that the said covenants running the land shall be in effect until \_\_\_\_\_, the period specified or referred to in the Urban Renewal Plan, or until such date hereafter to which it may be extended by proper amendment of the Urban Renewal Plan, on which date, as the case may be, such covenants shall terminate, except for the covenants provided, in paragraphs 1(b) and 1(c) hereof, which shall remain in effect for a period of one hundred years. The Grantee for itself, its heirs, successors and assigns, further covenants and agrees that all the said covenants running with the land shall be enforceable for said period of time without regard to whether the Grantor or the United States is or remains an owner of any land or interest therein to which said covenants relate.

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.

To have and to hold the Property, with all of the appurtenances thereof unto the Grantee, its heirs, successors and assigns, forever, so that neither the Grantor or its heirs, successors or assigns or any other person under them shall hereafter have any claim, right or title in or to the Property or any part thereof, but therefrom they are by these presents forever barred and excluded.

IN WITNESS WHEREOF, the said Springfield Redevelopment Authority has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged, and delivered in its name and behalf by Armando Feliciano, its Chairman, attested by William A. MacGregor, its Secretary, this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

SPRINGFIELD REDEVELOPMENT AUTHORITY

Signed and sealed  
in the presence of

By \_\_\_\_\_  
William A. MacGregor, Secretary Armando Feliciano, Chairman

### THE COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, ss.

Springfield, Massachusetts

On this \_\_\_\_\_ day of \_\_\_\_\_, 2013, before me, the undersigned Notary Public, personally appeared the above-named Armando Feliciano 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 Springfield Redevelopment Authority.

\_\_\_\_\_  
Notary Public –  
My Commission Expires:

EXHIBIT A

Property Address: North Side Central St. (Parcel 63), Springfield, MA

Land known as North Side Central Street (formerly with building thereon and formerly known as 326 Central Street), and being the parcel described in a deed recorded July 23, 1981, in Hampden County Registry of Deeds, Book 5140, Page 158, and supposed to contain about 21,761 square feet; and being the same parcel described in an Instrument of Taking dated March 12, 1985, and recorded in Hampden County Registry of Deeds, Book 5782, Page 27; and also being the same parcel foreclosed by Final Judgment of the Land Court dated March 12, 1991 in Tax Lien Case No. 76950, and recorded in Hampden County Registry of Deeds, Book 7675, Page 539.

Being the same parcel described in a deed from the City of Springfield to the Springfield Redevelopment Authority dated February 13, 1997, and recorded at the Hampden County Registry of Deeds at Book 9769 and Page 208 on February 14, 1997.

Attachment #2

## RESOLUTION NO. B. 2752

**RESOLUTION OF THE SPRINGFIELD REDEVELOPMENT AUTHORITY  
DECLARING THE PROPERTY KNOWN AS NORTH SIDE CENTRAL STREET  
AVAILABLE FOR DISPOSITION AND AUTHORIZING AND APPROVING  
THE TRANSFER OF THE PROPERTY KNOWN AS NORTH SIDE CENTRAL  
STREET TO THE CITY OF SPRINGFIELD**

---

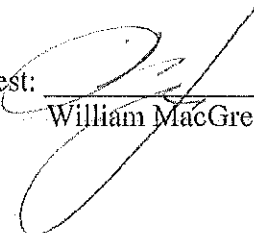
Now THEREFORE, be it resolved by the members of the SPRINGFIELD REDEVELOPMENT AUTHORITY that:

1. The Springfield Redevelopment Authority is the owner of certain real property known as North Side Central Street, Parcel #02560-0063, Springfield, Massachusetts ("the Property"). Said properties are contained within the Central Street Urban Renewal Area.
2. In accordance with Massachusetts General Laws Chapter 121B, the Governing Board of the Springfield Redevelopment Authority hereby declares the Property available for disposition, whose use shall be restricted to any lawful use in accordance with all federal, state and local laws, rules, regulations, ordinance, zoning restrictions, and the covenants of the Central Street Urban Renewal Plan, and hereby approves the transfer of the Property to the City of Springfield in substantially the same form as the attached Deed.
3. The transfer of the Property is subject to the approval of the Springfield City Council and the Mayor.
4. The Chairman and/or Vice Chairman be and hereby is/are authorized to execute all documents relative to this transfer, by and on behalf of the said Authority.
5. The Secretary of the said Authority or his designee be and hereby is authorized to affix the official seal of the said Authority thereunto upon execution.

A true copy of a Resolution passed by the Springfield Redevelopment Authority on May 6, 2013.

Date: May 6, 2013

Attest:

  
William MacGregor, Secretary





## City of Springfield

**SCHEDULED**

Meeting: 05/20/13 07:00 PM  
Initiator: Tracye Whitfield  
Sponsors: Mayor Domenic J. Sarno  
DOC ID: 2186

2.12

### **MassCall II Grant - \$100,000 - No Match (Mayor Sarno)**

**WHEREAS**, the Department of Health and Human Services (“Department”) has been awarded an a grant (contract) of \$100,000.00 from the Mass Department of Public Health, Bureau of Substance Abuse Services; and

**WHEREAS**, the opioid related overdoses was selected among substance abuse issues of greatest concern in the Commonwealth, and MassCALL II is an initiative to reduce opioid overdoses; and

**WHEREAS**, the Department intends to use the funds to provide MassCALL II prevention services during the period Jul1, 2013 through June 30, 2014; and

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

**MassCALL II- \$100,000.00**



The Commonwealth of Massachusetts  
 Executive Office of Health and Human Services  
 Department of Public Health  
 250 Washington Street, Boston, MA 02108-4619

DEVAL L. PATRICK  
 GOVERNOR

TIMOTHY P. MURRAY  
 LIEUTENANT GOVERNOR

JOHN W. POLANOWICZ  
 SECRETARY

LAUREN A. SMITH, MD, MPH  
 INTERIM COMMISSIONER

May 1, 2013

Helen Caulton-Harris  
 City of Springfield  
 95 State Street, Suite 201  
 Springfield MA 01103

Dear Ms. Caulton-Harris:

This is to inform you that the Massachusetts Department of Public Health, Bureau of Substance Abuse Services has awarded the City of Springfield a new contract to provide Massachusetts Opioid Abuse Prevention Collaborative services. This contract, #INTF2354M04301822065 is in the amount of \$100,000.00 and will be in effect from July 1, 2013 through June 30, 2014. This contract will renew at \$100,000.00 for each fiscal year through June 30, 2020. The total maximum obligation for all fiscal years combined is \$700,000.00. →

Any funds designated in the budget that are unspent in any fiscal year will not be available for expenditure in the subsequent fiscal year without a formal contract amendment re-authorizing these funds. The maximum obligation of the contract will automatically be reduced by the amount of the unspent funds from a prior fiscal year and the Department may adjust the encumbrance in the accounting system to reflect the unspent funds for the prior fiscal year.

Please return the enclosed contract as soon as possible. If you have any questions, please contact the Bureau at (617) 624-5146 or the Purchase of Service Office at (617) 624-5800.

Charles A. Whiteman, Director of Administration and Finance  
 Bureau of Substance Abuse Services

Attachment: MASSCALLIIAWARDFY14 (2186 : MassCall II Grant - \$100,000 - No Match)



# City of Springfield

**SCHEDULED**

Meeting: 05/20/13 07:00 PM  
Initiator: Chris Kulig  
Sponsors: Mayor Domenic J. Sarno  
DOC ID: 2189

2.13

## **Donation of Goods - Emergency Preparedness - \$7300 (Mayor Sarno)**

**WHEREAS**, the Springfield Fire Department Division of Emergency Preparedness (Department) has been awarded a donation of tangible personal property (twenty-eight (28) equipment cases) from Pelican Products, Inc. at 147 North Main Street, South Deerfield, Massachusetts; and

**WHEREAS**, the value of the twenty-eight (28) equipment cases is approximately \$7,300.00; and

**WHEREAS**, the Department intends to use the equipment to store and transport equipment in the Springfield Police and Fire Departments; and

**WHEREAS**, Mayor Domenic J. Sarno supports and approves the acceptance of this gift from Pelican Products, Inc.; and

**WHEREAS**, the Acting 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 use of the donated equipment, 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 53A½, that the City Council hereby accepts the donation of the twenty-eight (28) equipment cases from Pelican Products, Inc. at 147 North Main Street, South Deerfield, Massachusetts on behalf of the City, and authorizes the Department to use the gift, without specific appropriation.

## Kulig, Christopher

---

**From:** Hassett, Robert  
**Sent:** Tuesday, April 30, 2013 4:41 PM  
**To:** Kulig, Christopher  
**Subject:** RE: Request for City Council Approval

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Chris,

The 20<sup>th</sup> sounds good. I'll be there at 6:30. I hope I'm early in the lineup.

Here is a table of the items we received from Pelican Products Inc.

| Amount | Item                            | Size        | Each         | Value             |
|--------|---------------------------------|-------------|--------------|-------------------|
| 6      | General equipment Case          | Medium      | \$100.00     | \$600.00          |
| 3      | Medical Equipment Case          | Medium      | \$100.00     | \$300.00          |
| 4      | Boxes of foam inserts           | Large       | \$25.00      | \$100.00          |
| 1      | General equipment Case          | Large       | \$175.00     | \$175.00          |
| 2      | General equipment Case          | Extra-large | \$350.00     | \$700.00          |
| 8      | Weapons cases                   | Extra-large | \$550.00     | \$4,400.00        |
| 2      | Fire Equipment Cache case       | Extra-large | \$300.00     | \$600.00          |
| 1      | Shock Mount Communications Case | Extra-large | \$350.00     | \$350.00          |
| 1      | Pelican Case                    | Medium      | \$75.00      | \$75.00           |
|        |                                 |             | <b>TOTAL</b> | <b>\$7,300.00</b> |

Please contact me if you have questions or need more information.

Thanks for your help.

Bob  
 Robert J. Hassett MPH  
 Director  
 Office of Emergency Preparedness  
 1212 Carew Street  
 Springfield, MA 01104  
 Phone: (413) 787-6720  
 Fax: (413) 787-6735

---

**From:** Kulig, Christopher  
**Sent:** Tuesday, April 30, 2013 3:54 PM  
**To:** Hassett, Robert  
**Cc:** Guyer, Glenn  
**Subject:** RE: Request for City Council Approval

Hi Bob

Attachment: Fire Equipment Donation list of goods (2189 : Donation of Goods - Emergency Preparedness - \$7300)

We can get this order on the 5/20/13 City Council agenda for you. Do you have a detailed list or transmittal letter from Pelican that I could attach to the Council Order?

Thanks.

Chris

---

**From:** Hassett, Robert  
**Sent:** Monday, April 29, 2013 6:12 PM  
**To:** Kulig, Christopher  
**Cc:** Guyer, Glenn  
**Subject:** Request for City Council Approval

Chris,

The Springfield Office of Emergency Preparedness received a gift of \$7,300.00 worth of equipment from Pelican Products Inc. from South Deerfield, MA. The equipment was in the form of specialized cases for first responders' tactical equipment. Examples are:

- Specialized cases for the Police Department's radio caches and equipment
- Specialized weapons cases or the Police Department's Tactical Response Unit
- Cases for Fire Department Equipment
- Cases Office of Emergency Preparedness disaster response equipment
- Cases for Springfield Mass Casualty Medical Cache

Could you set up an appointment for me to appear before the Springfield City Council in order to request acceptance of this donation.

Please contact me if you need more information or have questions.

Thanks,

Bob

Robert J. Hassett MPH  
 Director  
 Office of Emergency Preparedness  
 1212 Carew Street  
 Springfield, MA 01104  
 Phone: (413) 787-6720  
 Fax: (413) 787-6735

Attachment: Fire Equipment Donation list of goods (2189 : Donation of Goods - Emergency Preparedness - \$7300)



# City of Springfield

**SCHEDULED**

Meeting: 05/20/13 07:00 PM  
Initiator: Chris Kulig  
Sponsors: Mayor Domenic J. Sarno  
DOC ID: 2191

2.14

## Arbor Day Foundation Grant - \$20,000 - No Match (Mayor Sarno)

**WHEREAS**, the Parks Department Forestry Division ("Department") has been awarded a grant in the amount of \$20,000.00 from the Arbor Day Foundation, 211 N 12<sup>th</sup> Street, Lincoln, NE; and

**WHEREAS**, the funds provided are intended to be used to plant trees and provide educational benefit in conjunction with the celebration of Arbor Day; and

**WHEREAS**, the Department intends to use the grant funds for the purposes as requested by the donor; and

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

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

**NOW THEREFORE BE IT ORDERED**, acting pursuant to Mass. Gen. Laws Ch. 44, sec. 53A, that the City Council approves the expenditure by the Department of the 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:

|                                    |                     |
|------------------------------------|---------------------|
| <b>Arbor Day Foundation grant:</b> | <b>\$ 20,000.00</b> |
|------------------------------------|---------------------|





## TD GREEN STREETS GRANT RECIPIENT AGREEMENT 2013

The **Arbor Day Foundation** and the Municipality of **Springfield, MA** (the "Recipient") agree that the following terms and conditions shall govern the participation by the Recipient in the ***TD Green Streets*** program.

**Springfield, MA**  
200 Trafton Road  
Springfield, MA  
01108  
(413) 787-7787  
Fax  
Ed Casey  
[ecasey@springfieldcityhall.com](mailto:ecasey@springfieldcityhall.com)

**Arbor Day Foundation**  
211 N 12<sup>th</sup> St.  
Lincoln, NE  
68508  
888-448-7337  
402-474-0820  
Jaci Klein  
[jklein@arborday.org](mailto:jklein@arborday.org)

1. The Recipient hereby confirms the contents of the Application to the ***TD Green Streets*** program made by the Recipient on the date 1/27/2013 and acknowledges that it will carry out in full the tree-planting program and related activities set out therein (the "Project"), in accordance with the Application with any changes approved in writing by the Arbor Day Foundation.
2. The Recipient is responsible for obtaining all necessary consents or permits which may be required to be obtained in order to carry out the Project, and agrees to supply evidence of such consents or permits upon request to the Arbor Day Foundation or its designate.
3. The Recipient agrees that personnel from Arbor Day Foundation, or its designate shall have reasonable access to the project areas at all times for the purposes of inspecting or participating in the activities undertaken in furtherance of the Project.
4. Arbor Day Foundation will contribute funding (the "Contribution") to the Project in the amount of \$20,000.
5. Payment of the Contribution by Arbor Day Foundation will be provided to the Recipient only in accordance with the following provisions:
  - Starting July 30, 2013 and only after receipt of Final Report - Appendix "A"; the Arbor Day Foundation will issue a cheque in the amount of \$20,000 to the Recipient.
  - The Recipient will provide a Final Report within 2 months of the Project completion using the form provided and based on the work outlined in the Application
  - The Final Report is due no later than November 30, 2013.
  - The Final Report is to be sent to the Arbor Day Foundation.
6. In addition to the obligation to submit the reports provided for in paragraph 5 above, the Recipient shall maintain proper records on Project revenues, expenditures and accomplishments, which records shall at all times be open to the Arbor Day Foundation or its designate for inspection and audit.
7. The Recipient undertakes to ensure that the TD Green Streets logo, as shown on **Appendix "B"**



**TD Green  
Streets**

attached hereto (the "Identity"), is prominently displayed or applied in all notices, publications, advertisements and other materials produced for or by the Recipient in relation to the Project. The Recipient must submit all materials to the Arbor Day Foundation for approval at least two weeks prior to distribution. The Recipient acknowledges that the rights to display and otherwise use the Identity is granted only with respect to this Project and agrees that it shall not use the Identity in any other manner at any other time.

8. The Recipient shall indemnify and save harmless personnel from the Arbor Day Foundation, or its designate or partners from and against all claims, demands, losses, damages or costs of any kind based upon any injury to or death of a person or damage to or loss of property because of any wilful or negligent act on the part of the Recipient.
9. The Recipient will acknowledge the TD Green Streets program with a public Event and will recognize their grant as awarded through TD Green Streets by TD Bank and the Arbor Day Foundation . This event may be an Arbor Day proclamation, another Arbor Day or Tree City USA recognition event, or a stand-alone event to celebrate or kick-off the project.

The Recipient and Arbor Day Foundation agree that any public announcement or event planned in respect to the Project shall reflect that it is a joint effort of the Recipient, TD Bank and the Arbor Day Foundation. The Recipient assumes the responsibility of informing the Arbor Day Foundation about the Event a minimum of six (6) weeks in advance to ensure that representatives of the Arbor Day Foundation and TD Bank have an opportunity to participate. The Recipient will also provide the name and contact information of the staff person responsible for the Event to Arbor Day Foundation.

10. **The Recipient agrees to keep confidential any information relating to this grant and agrees not to disclose any information to the public or media until after the official announcement on April 4, 2013.**

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto.

**SIGNED, SEALED AND DELIVERED**

**The Arbor Day Foundation**

Per: \_\_\_\_\_  
Name, Title

Date:

Witness: \_\_\_\_\_

Print Name of Witness:

Springfield, MA

Per: [Signature] Executive Director PBEA  
Name, Title

Date: 4/1/13

Witness: [Signature]

Print Name of Witness:

Cord Langevin

Attachment: td green streets (2191 : Arbor Day Foundation Grant - \$20,000 - No Match)



# City of Springfield

**SCHEDULED**

Meeting: 05/20/13 07:00 PM  
Initiator: Chris Kulig  
Sponsors: Mayor Domenic J. Sarno  
DOC ID: 2192

2.15

## **Fun N' Fitness Donation - \$15,792 (Mayor Sarno)**

**WHEREAS**, the Parks Department Recreation Division (“Department”) has been given a donation in the amount of \$15,792.00 from the Parents and Friends of STAR, Inc.; and

**WHEREAS**, the funds provided are intended to be used to fund staffing for the Parks Department’s Fun N’ Fitness program; and

**WHEREAS**, the Department intends to use the grant funds for the purposes as requested by the donor; and

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

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

**NOW THEREFORE BE IT ORDERED**, acting pursuant to Mass. Gen. Laws Ch. 44, sec. 53A, that the City Council approves the expenditure by the Department of the 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:

**Parents and Friends of STAR, Inc.:**

**\$ 15,792.00**

PARENTS & FRIENDS OF STAR INC  
88 BELLEVUE AVE (413) 737-8998  
SPRINGFIELD, MA 01108

2.15.a

53-13/110 MA  
8815

4-17-13

Pay To The Order Of City of Springfield \$ 15,792  
Fifteen thousand seven hundred ninety-two + 00/100

Bank of America

ACH R/T 011000138

For F/F payroll

*Sarah P. Wheeler*

⑆011000138⑆ 009418630641⑆0707



Sarah Wheeler  
Parents and Friends of STAR Inc.  
88 Bellevue Ave.  
Springfield, Ma 01108

4/17/13

To: Patrick Sullivan  
From: Sarah Wheeler/Star Parents Group  
Re: Upfront Money for Fun 'N Fitness Staff

Mr. Patrick Sullivan,

As had been discussed in relation to putting Fun Fit staff on City payroll, the parent's group is providing the funding for the staff in order to comply with your request to fund the program ahead of time on an annual basis. Enclosed is a check in the amount of \$15,792 for the staff. Please call if you have any questions.

Sincerely yours,

*Sarah P. Wheeler*

Sarah Wheeler  
President

Attachment: star-2 (2192 : Fun N' Fitness Donation - \$15,792)

PARENTS & FRIENDS OF STAR INC  
88 BELLEVUE AVE (413) 737-8998  
SPRINGFIELD, MA 01108

2.15.a

53-13/110 MA  
8815

4-17-13

Pay To The Order Of City of Springfield \$ 15,792  
Fifteen thousand seven hundred ninety-two + 00/100

Bank of America

ACH R/T 011000138

For E/F payroll

Sarah P. Wheeler

⑆011000138⑆ 00941863064110707



Sarah Wheeler  
Parents and Friends of STAR Inc.  
88 Bellevue Ave.  
Springfield, Ma 01108

4/17/13

To: Patrick Sullivan  
From: Sarah Wheeler/Star Parents Group  
Re: Upfront Money for Fun 'N Fitness Staff

Mr. Patrick Sullivan,

As had been discussed in relation to putting Fun Fit staff on City payroll, the parent's group is providing the funding for the staff in order to comply with your request to fund the program ahead of time on an annual basis. Enclosed is a check in the amount of \$15,792 for the staff. Please call if you have any questions.

Sincerely yours,

Sarah P. Wheeler

Sarah Wheeler  
President

Attachment: star-2 (2192 : Fun N' Fitness Donation - \$15,792)



## City of Springfield

**SCHEDULED**

2.16

Meeting: 05/20/13 07:00 PM

Initiator: Kathy Breck

Sponsors: Mayor Domenic J. Sarno

DOC ID: 2195

### **Order Approving a Warrant for the July, 2013 Special Municipal Election (Mayor Sarno)**

**IT IS ORDERED**, that the City Council hereby approves the Warrant for the July 16, 2013 Special Municipal Election, in substantially the same form as the Warrant attached hereto as Exhibit A.



**EXHIBIT A**

**COMMONWEALTH OF MASSACHUSETTS  
WILLIAM FRANCIS GALVIN  
SECRETARY OF THE COMMONWEALTH**

SS.

To the Constables of the City/Town of SPRINGFIELD

**GREETING:**

In the name of the Commonwealth, you are hereby required to notify and warn the inhabitants of said city or town who are qualified to vote in a Preliminary and Election to vote at

**SEE ATTACHED WARD AND PRECINCT NUMBERS AND POLLING LOCATIONS**

on **TUESDAY, THE SIXTEENTH DAY OF JULY, 2013**, from 7:00 A.M. to 8:00 P.M. for the following purpose:

To cast their votes in the Special Municipal Election for the following question:

**Question 1: Approval for the City of Springfield to Host the MGM Springfield Destination Resort Casino pursuant to the terms of the signed Host Community Agreement.**

“Shall the City of Springfield permit the development and operation of a gaming establishment licensed by the Massachusetts Gaming Commission to be located in the downtown area of Springfield generally bounded by Main Street, Union Street, East Columbus Avenue and State Street ?”

**A YES VOTE** by a majority of votes cast on this Citywide referendum would allow MGM Springfield, if it receives a positive determination of suitability by the Massachusetts Gaming Commission, to file an application with the Massachusetts Gaming Commission for the development and operation of a gaming establishment at the location specified, and in accordance with the terms of the signed host community agreement as summarized below.

**A NO VOTE** would prevent MGM Springfield from filing such an application with the Massachusetts Gaming Commission.

**CONCISE SUMMARY OF HOST COMMUNITY AGREEMENT**

If approved by the voters of Springfield, the Host Community Agreement (the “**Agreement**”) between the City of Springfield (the “**City**”) and Blue Tarp reDevelopment, LLC and, by joinder, MGM Springfield reDevelopment, LLC (collectively “**MGM**”) requires MGM to develop a destination casino resort in the downtown area of Springfield generally bounded by Main Street, Union Street, East Columbus Avenue and State Street. The area includes the site of the former South End Community Center and Zanetti School which were severely damaged by a tornado in June 2011. Below is a summary of the principal terms of the Agreement:

**I. Summary of Economic Terms.**

Under the Agreement, MGM is required to make substantial payments to the City. Upfront and advance payments total over \$15 Million and annual payments to be made upon opening of the facility total over \$25 Million.

| <b><u>Total Upfront and Advance Payments</u></b> | <b><u>Amount</u></b> | <b><u>Use</u></b>                                    |
|--------------------------------------------------|----------------------|------------------------------------------------------|
| Upfront Direct Community Impact                  | \$2,500,000          | For police, fire, schools, and other infrastructure. |

|                                                     |                     |                                                             |
|-----------------------------------------------------|---------------------|-------------------------------------------------------------|
| Upfront Community Development Grant                 | 1,000,000           | Unrestricted grant to City paid in July 2013.               |
| Upfront Surrounding Community Saving <sup>(1)</sup> | 500,000             | Surrounding community impacts.                              |
| Upfront 121A Advances                               | 10,000,000          | Advances made over three years during project construction. |
| Riverfront Park Improvements                        | 1,000,000           | Construction of improvements at Riverfront Park.            |
| Franconia Golf Course                               | <u>150,000</u>      | Construction of MGM Pavilion at Golf Course.                |
| <b>Total</b>                                        | <b>\$15,150,000</b> |                                                             |

| <u>Projected Annual Payments</u>                            | <u>Amount</u>       | <u>Use</u>                                                                                                                                                                                                                |
|-------------------------------------------------------------|---------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Annual Community Impact Payments:                           | .                   |                                                                                                                                                                                                                           |
| Fixed payment <sup>(2)</sup>                                | \$2,500,000         | For police, fire, schools, and other infrastructure.                                                                                                                                                                      |
| Variable payment:                                           |                     |                                                                                                                                                                                                                           |
| (a) 0.125% of GGR up to GGR of \$400 Million <sup>(3)</sup> | 500,000             |                                                                                                                                                                                                                           |
| (b) 1.00% of GGR for GGR above \$400 Million <sup>(3)</sup> | 795,000             |                                                                                                                                                                                                                           |
| Annual Community Development Grant <sup>(2)</sup>           | 2,500,000           | For: (1) early childhood education; (2) higher education; (3) libraries; (4) health impacts; (5) any City parking revenue subsidies (if shortfall); (6) project compliance; and (7) betterment of City and its residents. |
| Annual 121A Payments:                                       |                     |                                                                                                                                                                                                                           |
| Fixed payment                                               | 17,600,000          | Payment in lieu of property taxes begins upon project opening. Beginning in FY2024, payment adjusts annually for certain years by between 2.275% to 2.75%.                                                                |
| Variable payment:                                           |                     |                                                                                                                                                                                                                           |
| (a) 0.125% of GGR up to GGR of \$400 Million <sup>(3)</sup> | 500,000             |                                                                                                                                                                                                                           |
| (b) 1.00% of GGR for GGR above \$400 Million <sup>(3)</sup> | 795,000             |                                                                                                                                                                                                                           |
| Annual Surrounding Community Saving <sup>(1), (2)</sup>     | 500,000             | Surrounding community impacts.                                                                                                                                                                                            |
| Union Station <sup>(4)</sup>                                | <u>500,000</u>      | Payment made in lieu of MGM leasing space.                                                                                                                                                                                |
| <b>Total</b>                                                | <b>\$26,190,000</b> |                                                                                                                                                                                                                           |

(1) Payments to mitigate community impacts. Any amounts remaining are paid to the City.

(2) Increases annually by consumer price index.

(3) Payment determined as a percentage of MGM's "gross gaming revenues" or "GGR" as that term is defined in the Agreement. Above calculation assumes MGM's total annual GGR is \$479,500,000.

(4) MGM must lease 44,000 square feet at Union Station or make annual payment to City.

In addition to the above payments, MGM is responsible to pay all costs incurred by the City to its consultants in connection with the casino selection process as well as any on-going costs of such consultants in connection with the enforcement of MGM's obligations under the Agreement.

## **II. Summary of Non-Economic Terms**

The various non-economic commitments provided under the Agreement provide significant opportunities to redevelop the City's South End area of downtown and also have the potential to put in motion a set of urban initiatives which strengthen and enhance the downtown and surrounding neighborhoods.

### **A. Project.**

MGM will construct a mixed-use commercial and residential casino resort real estate development of approximately 850,000 square feet (excluding structured parking). Components include the following approximate minimum elements and sizes, comprised of the following:

|  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <p>125,000 sq. ft. casino with 3,000 slot and video gaming machines, 75 table games, a poker room, high-limit area, security, customer service facilities, on-site compulsive gambling counseling area and on-site child care facility for children of employees;</p> <p>250 room four star hotel tower; 7,000 sq. ft. spa; rooftop outdoor swimming pool; and an 8,000 square foot rooftop garden overlooking a public outdoor plaza that will host seasonally changing events and featuring an ice skating rink, large dynamic video displays, and areas for events and concerts, exhibitions, art shows and similar functions;</p> <p>7,000 sq. ft. of retail space adjoining the casino floor and facing and opening onto Main and State Streets and 20,300 sq. ft. of pedestrian-scale retail space facing and opening onto Main and Union streets as well as a cinema multiplex and bowling alley;</p> <p>48,000 sq. ft. of, and not less than, 7 distinctly branded restaurants, lounges or cafes adjoining and with access from the casino floor and Main, State and Howard Streets;</p> <p>Modern, finished meeting and convention space and related pre-function, and back-of-house/food preparation areas totaling 45,000 sq. ft., planned to complement existing facilities at MassMutual Center;</p> <p>Residential space including 54 market-rate apartment units;</p> <p>125,000 sq. ft. of on and off-site executive office space and back of house space; 85,000 sq. ft. of rehabbed Class A office space located at 101 State Street; and incorporation of the following existing buildings into new construction: 1200 Main Street, 73 State Street, and the former South End Community Center/Amory; and</p> <p>Parking, including valet parking drop off, bus drop off, bus parking, parking for 3,600 personal vehicles, dock and physical plant space in a structure adjacent to Columbus Avenue.</p> |
|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

#### **B. Employment.**

|                                                  |                                                                                                                                                                                                     |
|--------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>Construction Jobs</i>                         | MGM will use its best efforts to create no fewer than 2,000 construction jobs at the project; participation goals of 15.3% minorities; 6.9% women; and 8% veterans.                                 |
| <i>Permanent Jobs</i>                            | At opening, MGM will use its best efforts to employ no fewer than 3,000 persons at the project and Union Station facility; no fewer than 2,200 persons (73%) to be FTE.                             |
| <i>Employment of City Residents</i>              | After opening, MGM will use its best efforts to achieve labor participation of 35% City residents and no more than 10% of workforce to be residents from outside of the City and surrounding area.  |
| <i>Employment of Minorities; Women; Veterans</i> | After opening, MGM will use its best efforts to achieve labor participation so that no less than: 50% of workforce is minority persons; 50% of workforce is women; and 2% of workforce is veterans. |

#### **C. Business Utilization.**

|                                                                                   |                                                                                                                                                   |
|-----------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>Use of local businesses</i>                                                    | At least \$50 Million of MGM's annual biddable goods and services will be prioritized for local procurement from the greater Springfield area.    |
| <i>Use of MBE, WBE and VBE Businesses for construction and design<sup>1</sup></i> | MGM will use its best efforts to award contracts for the design and construction of the project utilizing 5% MBE; 10% WBE; and 2% VBE businesses. |
| <i>Use of MBE, WBE and VBE for operations</i>                                     | MGM will use its best efforts to purchase goods and services for the project from at least 10% MBE; 15% WBE; and 2% VBE businesses.               |

<sup>1</sup> MBE means minority-owned enterprise; WBE means women-owned enterprise; and VBE means veteran owned enterprise.

|                                        |                                                                                                                                                                                                                                                                                                                                                                            |
|----------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>Displaced Tenant Subsidy</i>        | For tenants located in the project area who need to be relocated, based on the tenants' existing square footage, MGM will pay displaced tenants that agree to relocate within the City \$3/sq. ft. (or \$4/sq. ft. if tenants relocate within the City's Business Improvement District) towards their new security deposit and moving costs.                               |
| <i>City Monitoring and Compliance</i>  | MGM is required to provide the City detailed statistical reports covering MGM's employment, workforce and local business obligations to allow the City to determine compliance with its obligations.                                                                                                                                                                       |
| <b>D. Entertainment.</b>               |                                                                                                                                                                                                                                                                                                                                                                            |
| <i>MassMutual Center</i>               | MGM will underwrite, co-promote, book and schedule at least 4 events per calendar year for at least eight years post-opening. MGM will also sponsor Springfield's Armor and Falcons teams for at least 3 years post-opening.                                                                                                                                               |
| <i>Symphony Hall</i>                   | MGM will underwrite, co-promote, book and schedule at least 3 events per calendar year for at least five years post-opening.                                                                                                                                                                                                                                               |
| <i>City Stage</i>                      | MGM will underwrite, co-promote, book and schedule at least 3 events per calendar year for at least five years post-opening.                                                                                                                                                                                                                                               |
| <i>Additional Entertainment</i>        | MGM will underwrite, co-promote, book and schedule 2 additional events per year at MassMutual Center, Symphony Hall or City Stage for five years post-opening.                                                                                                                                                                                                             |
| <i>Ice Skating Rink</i>                | MGM will design, install and maintain an outdoor ice skating rink for public use during the winter season to be located on the project site for at least 5 years post-opening.                                                                                                                                                                                             |
| <i>Trolley</i>                         | The Pioneer Valley Transportation Authority, with financial support from MGM (consisting of initial capital funding for up to 2 trolleys and subsidies for operating costs of trolley to the extent not covered by revenues), will operate a fare-based, downtown trolley.                                                                                                 |
| <b>E. Ancillary Development.</b>       |                                                                                                                                                                                                                                                                                                                                                                            |
| <i>Union Station</i>                   | MGM will lease approximately 44,000 sq. ft. at Union Station and also will invest \$6,570,000 to build out and improve such facility. Alternatively, MGM may make annual payments of \$500,000 to the Springfield Redevelopment Authority for a period of 15 years.                                                                                                        |
| <i>DaVinci Park</i>                    | MGM will construct improvements at DaVinci Park. MGM will relocate the playground equipment located in the park to another location in the City. MGM will also maintain the park.                                                                                                                                                                                          |
| <b>F. Responsible Gaming.</b>          |                                                                                                                                                                                                                                                                                                                                                                            |
| <i>Compulsive Gaming</i>               | MGM will train its employees on compulsive gambling matters; post signage in Spanish and English; enforce self- and mandatory-exclusion lists in accordance with Massachusetts Gaming Commission requirements; and provide an onsite location for counseling. MGM's employees annually participate in "Responsible Gaming Week" hosted by the American Gaming Association. |
| <i>Underage Gaming</i>                 | MGM will train employees to request and verify the identification of any patron that appears to be underage in accordance with industry standards and state law.                                                                                                                                                                                                           |
| <b>G. Infrastructure Improvements.</b> |                                                                                                                                                                                                                                                                                                                                                                            |
| <i>Water/Sewer</i>                     | MGM will be responsible for the cost of certain water and sewer work connected with the project.                                                                                                                                                                                                                                                                           |
| <i>Traffic</i>                         | MGM must fully implement and fund all traffic improvements described in its traffic study. Such improvements must be completed on a schedule agreed to by the City.                                                                                                                                                                                                        |
| <b>H. Other Obligations.</b>           |                                                                                                                                                                                                                                                                                                                                                                            |
| <i>Non-Compete</i>                     | Subject to certain exceptions, for a period of 10 years, neither MGM nor any 5% owner may compete with the project within a 50-mile radius unless the City consents.                                                                                                                                                                                                       |
| <i>Transfer Restrictions</i>           | Subject to certain exceptions, neither MGM nor any 5% owner may transfer its interest in the project unless the City consents.                                                                                                                                                                                                                                             |
| <i>Indemnification</i>                 | MGM will indemnify the City against any liabilities, losses, damages, costs, expenses                                                                                                                                                                                                                                                                                      |

|                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|--------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                | and claims that relate to development, construction or operation of the project unless the loss was caused by the City's gross negligence or willful misconduct.                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <i>Parent Company Guaranty</i> | MGM's parent company, MGM Resorts International, has guaranteed to the City, for a period of two years following opening, all of MGM's obligations to the City under the Agreement and must fund all amounts necessary to operate and maintain the project during such two-year period.                                                                                                                                                                                                                                                                                                 |
| <i>Amendments</i>              | MGM and the City may amend the Agreement at any time by mutual written agreement. The Agreement may be amended to address any new rules, regulations or requirements adopted by the Massachusetts Gaming Commission or as may be necessary to comply with environmental permits and approvals. Additionally, at least every five year anniversary of opening, the City and MGM will review and negotiate in good faith the community impacts and payments to be made to mitigate such impacts. Any changes resulting from such negotiations will require that the Agreement be amended. |

Under state law, MGM Springfield must demonstrate compliance with the suitability requirements imposed by state law as implemented and administered by the MGC, and MGM Springfield must obtain a positive determination of suitability from the MGC. This process is underway. *As of the date of this notice, the MGC has not yet completed its suitability investigation of MGM Springfield and, therefore, has not made a determination of suitability with respect to MGM Springfield and may not make such a determination prior to the election.*

The MGC will make its determination of suitability after completing a thorough background investigation of MGM Springfield. As part of the background checks, the Commission reviews such things as the integrity, honesty, good character and reputation of the applicant; the financial stability, integrity and background of the applicant; the business practices and the business ability of the applicant to establish and maintain a successful gaming establishment; and whether the applicant has a history of compliance with gaming licensing requirements in other jurisdictions. The MGC will not permit MGM Springfield to proceed with its application for a gaming license unless it determines that they are suitable to operate a gaming facility in Massachusetts.

---

**City Council of the City of Springfield**

**By posted on the Official Bulletin Board of the Office of the City Clerk and on City's Website**

---

**Wayman Lee, Esquire - City Clerk**

**A True Copy Attested \_\_\_\_\_, 2013**

**(Warrant must be posted at least seven (7) days prior to July 16, 2013)**

Attachment: 2013 July Warrant for submission to City Council (2195 : Order Approving a Warrant for the July, 2013 Special Election)



## THE CITY OF SPRINGFIELD, MASSACHUSETTS

MAYOR DOMENIC J. SARNO

### *HOME OF THE BASKETBALL HALL OF FAME*

May 15, 2013

James J. Ferrera, III, President  
and all members of the City Council  
Springfield City Council  
36 Court Street  
Springfield, MA 01103

#### ***Re: Receipt of Request for Referendum on Destination Resort Casino***

Dear President Ferrera and all City Council members:

On May 14, 2013 the City of Springfield received a request to hold a special election in the important decision of whether or not to permit MGM Springfield to locate a Destination Resort Casino, if licensed by the Massachusetts Gaming Commission (MGC), in the downtown area of Springfield generally bounded by Main Street, Union Street, West Columbus Avenue and State Street.

I am writing to ask that you formally acknowledge receipt of the request for the election as of May 14, 2014 by making every effort to assist the City Clerk and Election Commissioner in carrying out the election as requested.

The Massachusetts Gaming Commission will receive a copy of our acknowledgment as the governing body for Springfield under the Gaming Act, as well as a copy of the Host Community Agreement and the concise summary.

The Election Commissioner has submitted a warrant to you containing the ballot question language and summary. In addition, the host community agreement that was signed by MGM Springfield and the City of Springfield on May 14, 2013, as well as concise summary of that agreement, is available online at the City's website at <http://www3.springfield-ma.gov/planning/casino.html>.

Under the state gaming act, as well as the Host Community Agreement, MGM Springfield is obligated to reimburse the City for all expenses of the election within thirty (30) days shall be reimbursed for its expenses related to the election by the applicant within 30 days after the election.

I hope you will join with me to encourage all registered voters in Springfield to vote on the ballot question at the election.

Very truly yours,



Mayoral Domenic J. Sarno





# City of Springfield

**SCHEDULED**

Meeting: 05/20/13 07:00 PM  
Initiator: Chris Kulig  
Sponsors: Mayor Domenic J. Sarno  
DOC ID: 2193

2.17

## Fire Dept Donation - \$300 (Mayor Sarno)

**WHEREAS**, the Springfield Fire Department (“Department”) has been given a donation in the amount of \$300.00 from the Firefighter’s Charitable Foundation, One West Street, Farmingdale, NY; and

**WHEREAS**, the funds provided are intended to be used to provide safety equipment for the City’s firefighters; and

**WHEREAS**, the Department intends to use the donation funds for the purposes as requested by the donor; and

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

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

**NOW THEREFORE BE IT ORDERED**, acting pursuant to Mass. Gen. Laws Ch. 44, sec. 53A, that the City Council approves the expenditure by the Department of the 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:

|                                             |                  |
|---------------------------------------------|------------------|
| <b>Firefighter’s Charitable Foundation:</b> | <b>\$ 300.00</b> |
|---------------------------------------------|------------------|


**FIREFIGHTERS CHARITABLE FOUNDATION INC**

ONE WEST STREET  
FARMINGDALE, NY 11735  
516-249-0332

FIRST NATIONAL BANK OF LONG ISLAND  
50-1133/214

13718

4/4/2013

PAY TO THE ORDER OF SPRINGFIELD (MA) FD

\$ \*\*300.00

Three Hundred and 00/100\*\*\*\*\*

DOLLARS



SPRINGFIELD (MA) FD  
ATTN: GARRETT S. SULLIVAN  
605 WORTHINGTON STREET  
SPRINGFIELD, MA 01105

MEMO GRANT DONATION

⑈013718⑈ ⑆021411335⑆ ⑈08⑈7006763⑈

INTUIT INC. 1-800-453-9810

Attachment: firefighters chk copy (2193 : Fire Dept



# FIREFIGHTERS CHARITABLE FOUNDATION

A 501 (c) 3 CHARITABLE CORPORATION

ONE WEST STREET • FARMINGDALE, NY 11735 • 800.837.FIRE (3473)

PHONE: 516.249.0332

EMAIL: [ffcf@ffcf.org](mailto:ffcf@ffcf.org)

FAX: 516.249.0338

WEB: [www.ffcf.org](http://www.ffcf.org)

April 15, 2013

Mr. Garrett Sullivan  
Springfield Fire Dept.  
605 Worthington St.  
Springfield, MA 01105

Dear Mr. Sullivan,

I am please to inform you that our Board of Directors has reviewed the details of your needs, brought to our attention by our Program Director and has approved that a grant be given to your organization.

We recognize your need, and thanks to the generosity of individuals and corporations from all corners of this country our organization has been able to assist those in need since 1991. All ask in return is simple: that you keep in touch with us and let us know how our grant was of assistance to you (so that we can share that news with our contributors), and that if your organization and others in your community find yourselves in a position that you remember the Firefighters Charitable Foundation, so that we may be in a position to help others in their time need.

Please help us update our information regarding your facility. If there are any changes to your address, name of your chief, phone number etc. please let us know.

Once again, we are very pleased that we were able to be assistance to you.

Sincerely,

*Frank R. Tepedino*

Frank R. Tepedino  
President  
Firefighters Charitable Foundation

FRT:jv  
Enc.



# City of Springfield

**SCHEDULED**

Meeting: 05/20/13 07:00 PM  
Initiator: Lou DiCarlo  
Sponsors: Mayor Domenic J. Sarno  
DOC ID: 2162

2.19.1

## Order of Location for the Installation and Maintenance of Underground Utilities

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

IT IS HEREBY ORDERED:

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

<<Insert proper utility template>>

Fenwick Street - Install Joint Support Pole

<<Enter brief purpose>>

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

I hereby certify that the foregoing order was adopted at a meeting of the City Council of the City of Springfield, Massachusetts held on May 20, 2013

---

City Clerk

We hereby certify that on May 6, 2013, at 5:00 PM, at Fenwick Street at Bonnyview Street a public hearing was held on the petition of the VERIZON NEW ENGLAND for permission to complete the above mentioned request.

---

City Clerk

I hereby certify that the foregoing is a true copy of a location order and certificate of hearing with notice adopted by the City Council of the City of Springfield, Massachusetts, on the May 20, 2013, 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



# PETITION PLAN

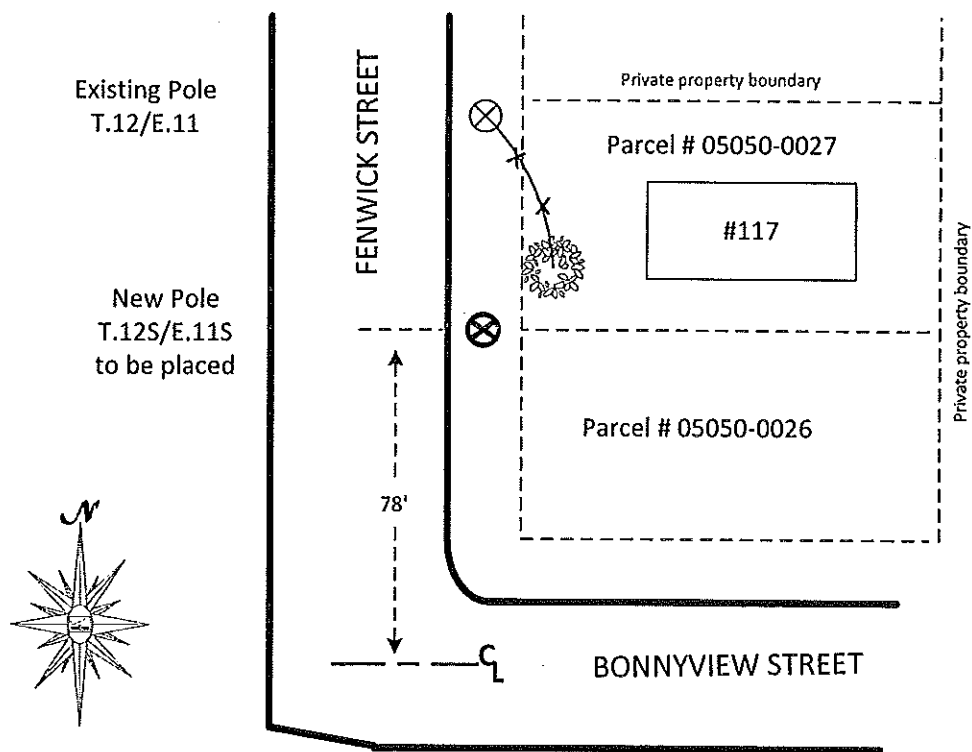
MUNICIPALITY SPRINGFIELD

NO. 6ABT7X-1

VERIZON NEW ENGLAND, INC and WESTERN MASSACHUSETTS ELECTRIC COMPANY

DATE : 3/22/2013

SHOWING PROPOSED POLE ON FENWICK STREET



## LEGEND

|  |                             |  |                                            |
|--|-----------------------------|--|--------------------------------------------|
|  | PROPOSED VERIZON POLE       |  | EXISTING JOINTLY OWNED POLE TO REMAIN      |
|  | VERIZON POLE TO BE REMOVED  |  | POWER CO. POLE TO BE REMOVED               |
|  | VERIZON POLE TO REMAIN      |  | EXISTING JOINTLY OWNED POLE TO BE REMOVED  |
|  | PROPOSED JOINTLY OWNED POLE |  | EXISTING POWER CO. POLE TO BE HELD JOINTLY |
|  | EXISTING VERIZON MANHOLE    |  | PROPOSED VERIZON MANHOLE                   |
|  | EXISTING VERIZON CONDUIT    |  | PROPOSED VERIZON CONDUIT                   |
|  |                             |  | PROPOSED VERIZON CABINET                   |

Attachment: VERIZON & WMECO PLAN - fenwick street (2162 : Fenwick Street - Install Joint Support Pole)

## CITY OF SPRINGFIELD, MASSACHUSETTS

Date: May 7, 2013

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

The Board of Public Works, to which was referred the petition of Verizon New England, Inc. and Western Massachusetts Electric Company dated March 22, 2013, to install one (1) jointly owned pole in Fenwick Street, with said pole being installed in the easterly treebelt about seventy-eight (78) feet northerly of the centerline of Bonnyview Street, all as substantially shown on a plan attached, thereto numbered 6ABT7X-1, which is incorporated herein by reference and to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as it may desire for distributing purposes, reports thereon as follows:

By virtue of Chapter 708 of the Acts of 1977 the Board of Public Works held the hearing on the above matter provided for in Section 22 of Chapter 166 of the General Laws. The hearing was held on May 6, 2013 at 5:00 P.M. at the corner of Fenwick Street and Bonnyview Street after due notice from the office of the City Clerk. Two (2) members of the Board and two (2) persons interested in the matter were present. Of the latter, two (2) voted in favor of and no-one (0) voted against.

The Board finds the request necessary in order that the utility companies can install the pole to provide lateral support to Pole T.12/E.11, which is located in the easterly treebelt of Fenwick Street near the northwesterly property corner of #117 Fenwick Street.

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

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

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

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

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

Attachment: VERIZON &amp; WMECO REPORT - fenwick street #6ABT7X-1 (2162 : Fenwick Street - Install Joint Support Pole)



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

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

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

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

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

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

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

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

John J. Fitzgerald )  
Ronald A. Buehler )  
 \_\_\_\_\_ )

BOARD OF PUBLIC WORKS



# City of Springfield

**SCHEDULED**

Meeting: 05/20/13 07:00 PM  
Initiator: Lou DiCarlo  
Sponsors: Mayor Domenic J. Sarno  
DOC ID: 2171

2.19.2

## Order of Location for the Installation and Maintenance of Underground Utilities

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

IT IS HEREBY ORDERED:

That the BAY STATE GAS COMPANY , be and it is hereby granted a location for and permission to  
<<Insert proper utility template>>

Barnes Street - Installing 83' of 4" LP Gas Main

<<Enter brief purpose>>

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

I hereby certify that the foregoing order was adopted at a meeting of the City Council of the City of Springfield, Massachusetts held on May 20, 2013

---

City Clerk

We hereby certify that on May 8, 2013, at 5:00 PM, at Barnes Street at Bridge Street a public hearing was held on the petition of the BAY STATE GAS COMPANY for permission to complete the above mentioned request.

---

City Clerk

I hereby certify that the foregoing is a true copy of a location order and certificate of hearing with notice adopted by the City Council of the City of Springfield, Massachusetts, on the May 20, 2013, and recorded with the records of location orders of said city. This certified copy is made under the provision of Chapter 166 of the General Laws and any additions thereto or amendments thereof.

Attest:

---

City Clerk



## CITY OF SPRINGFIELD, MASSACHUSETTS

Date: May 9, 2013

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

The Board of Public Works, to which was referred the petition of Columbia Gas of Massachusetts dated April 22, 2013 to install and maintain about eighty-three (83) feet of 4" LP gas main in Barnes Street, with the proposed gas main beginning at a 4" Mueller flange tee at an existing gas main in Bridge Street at a point in the pavement area which is about twenty-three (23) feet northerly of the southerly street line of Bridge Street and about five (5) feet westerly of the projected easterly street line of Barnes Street, then continuing in a southeasterly direction for about thirteen (13) feet to an angle point, then continuing in a southerly direction for about twelve (12) feet to an angle point, then continuing in a southeasterly direction, in the pavement, running parallel and about fifteen (15) feet westerly of the easterly street line of Barnes Street, about fifty-eight (58) feet to a 4" end cap, which is about three (3) feet southerly of the southwesterly corner of #295 Bridge Street and about fifteen (15) feet westerly of the easterly street line of Barnes Street, all as substantially shown on a plan attached, which is incorporated herein by reference together with such laterals and service connections as it may now or subsequently find necessary, reports thereon as follows:

The Board viewed the area and recommends that the request be granted provided:

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

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

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

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

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

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

Attachment: COLUMBIA GAS REPORT - barnes street (2171 : Barnes Street - Installing 83' of 4" LP Gas Main)

Sheet 2 of 2

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

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

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

John J. Fitzgerald )  
Ronald R. Ruggie )  
\_\_\_\_\_ )

BOARD OF PUBLIC WORKS



# City of Springfield

**SCHEDULED**

2.19.3

Meeting: 05/20/13 07:00 PM

Initiator: Lou DiCarlo

Sponsors: Mayor Domenic J. Sarno

DOC ID: 2172

## Order of Location for the Installation and Maintenance of Underground Utilities

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

IT IS HEREBY ORDERED:

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

Wilbraham Road - Installing 67' of 3" PVC Conduit (WMECO)

<<Enter brief purpose>>

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



I hereby certify that the foregoing order was adopted at a meeting of the City Council of the City of Springfield, Massachusetts held on May 20, 2013

---

City Clerk

We hereby certify that on May 13, 2013, at 5:00 PM, at Wilbraham Road at Lakeside Street a public hearing was held on the petition of the WESTERN MASSACHUSETTS ELECTRIC COMPANY for permission to complete the above mentioned request.

---

City Clerk

I hereby certify that the foregoing is a true copy of a location order and certificate of hearing with notice adopted by the City Council of the City of Springfield, Massachusetts, on the May 20, 2013, and recorded with the records of location orders of said city. This certified copy is made under the provision of Chapter 166 of the General Laws and any additions thereto or amendments thereof.

Attest:

---

City Clerk

## CITY OF SPRINGFIELD, MASSACHUSETTS

Date: May 14, 2013

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

The Board of Public Works, to which was referred the petition of Western Massachusetts Electric Company dated April 18, 2013, to install a single 3" PVC conduit run in Wilbraham Road and Lakeside Street, with the conduit beginning at existing pole #891/1, which is located in the westerly treebelt of Lakeside Street about seventy-one (71) feet southerly of the centerline of Wilbraham Road and about twenty-one (21) feet westerly of the centerline of Lakeside Street, then continuing in a northeasterly direction for about six (6) feet into the paving of Lakeside Street, then continuing in a northerly direction for about sixty-one (61) feet to existing WMECO manhole #1654/37, which is located about twelve (12) feet southerly of the centerline of Wilbraham Road and about nine (9) feet westerly of the projected centerline of Lakeside Street, all as substantially shown on a plan attached, thereto numbered 6164, which is incorporated herein by reference and to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as it may desire for distributing purposes, reports thereon as follows:

By virtue of Chapter 708 of the Acts of 1977 the Board of Public Works held the hearing on the above matter provided for in Section 22 of Chapter 166 of the General Laws. The hearing was held on May 13, 2013 at 5:00 P.M. at the corner of Wilbraham Road and Lakeside Street after due notice from the office of the City Clerk. Two (2) members of the Board and one (1) person interested in the matter were present. Of the latter, one (1) voted in favor of and no-one (0) voted against.

The Board finds the request necessary in order that the utility company can upgrade the underground facilities to greatly improve the quality and reliability of electric service in the area.

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

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

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

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

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

Attachment: WMECO REPORT - wilbraham road #6164 (2172 : Wilbraham Road - Installing 67' of 3" PVC Conduit (WMECO))

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

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

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

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

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

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

That all proposed silo, manhole and hexhole covers will conform to and be compatible with established street, treebelt or sidewalk grades with suitable non-skid covers when in the sidewalk area.

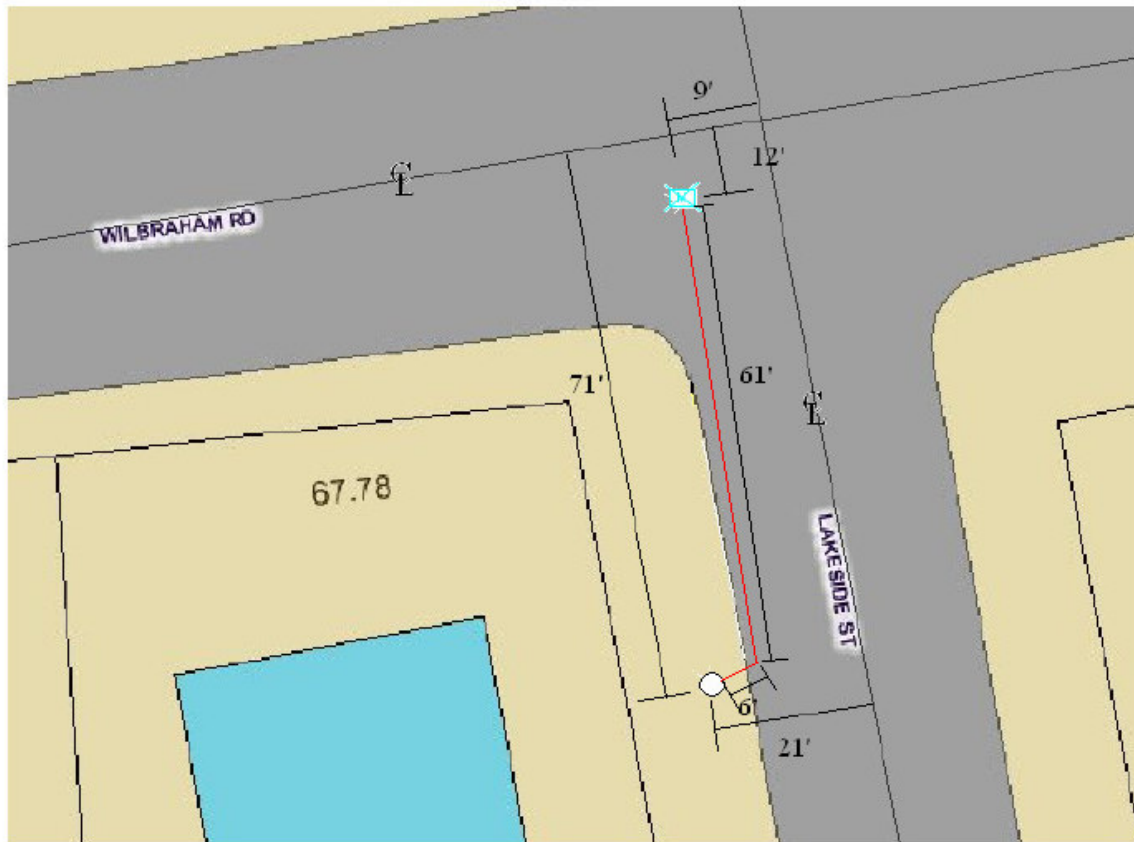
That the Springfield Water and Sewer Commission be notified before construction begins. All installations of adjacent utilities must be a minimum of 4 feet from the existing water and/or sewer main, edge to edge of pipe.

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

John J. Fitzgerald )  
Ronald A. Buzza )  
 \_\_\_\_\_ )

BOARD OF PUBLIC WORKS

|                                        |                        |
|----------------------------------------|------------------------|
| WESTERN MASSACHUSETTS ELECTRIC COMPANY | TOWN<br>SPRINGFIELD    |
|                                        | STREET<br>WILBRAHAM RD |



#### PURPOSE AND DESCRIPTION

TO INSTALL (1) 67' RUN OF 3" PVC SCHED 40 CONDUIT WITH SECONDARY CONDUCTOR FROM EXISTING POLE 891/1 ON LAKESIDE ST (APPROX 71' SOUTHERLY OF THE CENTERLINE OF WILBRAHAM RD AND 21' WESTERLY OF THE CENTERLINE OF LAKESIDE ST) TO MANHOLE 1654/37 ON WILBRAHAM ROAD (APPROX 9' WESTERLY OF THE CENTERLINE OF LAKESIDE ST AND 12' SOUTHERLY OF THE CENTERLINE OF WILBRAHAM RD.) TO PROVIDE A NEW SECONDARY FEED INTO THE MANHOLE.

| LEGEND                                                                              |                                     |                                                                                       |                                |
|-------------------------------------------------------------------------------------|-------------------------------------|---------------------------------------------------------------------------------------|--------------------------------|
|  | PROPOSED JOINT POLE                 |    | PROPOSED PAD MOUNT TRANSFORMER |
|  | PROPOSED W.M.E.CO. POLE             |    | EXISTING PAD MOUNT TRANSFORMER |
|  | EXISTING JOINT POLE                 |    | EXISTING MANHOLE               |
|  | EXISTING W.M.E.CO. POLE             |    | UG EXISTING CONDUIT            |
|  | EXISTING W.M.E.CO. POLE TO BE JOINT |    | UG PROPOSED CONDUIT            |
|  | EXISTING FOREIGN POLE TO BE JOINT   |    | PROPOSED HANDHOLE              |
|                                                                                     |                                     |    | EXISTING HANDHOLE              |
|                                                                                     |                                     |  | PROPOSED ANCHOR                |
|                                                                                     |                                     |  | PROPOSED SILO                  |
|                                                                                     |                                     |  | EXISTING SILO                  |
|                                                                                     |                                     |  | HEXHOLE                        |

|                     |                   |                                           |              |
|---------------------|-------------------|-------------------------------------------|--------------|
| DRAWN BY<br>LEBLANC | W.O.#<br>6S320687 | DISTANCES ARE APPROXIMATE<br>NOT TO SCALE | PETITION NO. |
|---------------------|-------------------|-------------------------------------------|--------------|

**REPORT TO CITY COUNCIL****ZONE CHANGE HEARING****PLOT and SECTION#: 3148****DATE: May 20, 2013**

**To the Honorable Mayor and City Council of the City of Springfield, Massachusetts, the Planning Board submits the following report on the Zone Change Petition, which was referred to the Board for its recommendation:**

**PETITIONER:** Springfield Planning Board

**ADDRESS:** Entire City

**CHANGE REQUESTED:** Amend entire ordinance

**RECOMMENDATION:** Recommend

**Respectfully Submitted,**

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**Barbara Footit, Board Clerk**

## AMENDING SECTION 49 OF THE BUILDING ZONE MAP

SECTION 1. The Zoning Ordinance of the City of Springfield, Massachusetts entitled “An Ordinance for Consolidating and Arranging, Enlarging, Modifying and Amending the Ordinances of the City Restricting Buildings, Structures, and Premises According to Their Use or Construction to Specified Parts of the City”, text enacted, April 21, 1971, as amended, is hereby further amended by changing from **Residence B to Business A** the zoning on **Plot #3148, Section Recommend** of the Building Zone Map as indicated in red ink on the plan thereof hereto attached and marked “**Recommend Building Zone Map of the City of Springfield.**”

Approved as to Form:

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Associate City Solicitor

In accordance with Mass. Gen. Laws c. 40A, section 5, the Planning Board held a hearing on May 20, 2013, regarding the above Ordinance amendment.

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Kerry Dietz, Chairperson



# CITY OF SPRINGFIELD

IN THE YEAR TWO THOUSAND AND TWELVE

## AN ORDINANCE

AMENDING THE ENTIRE CITY OF THE BUILDING ZONING MAP

*Be it ordained by the City Council of the City of Springfield as follows:*

SECTION 1. The Zoning Ordinance of the City of Springfield, Massachusetts entitled "An Ordinance for Consolidating and Arranging, Enlarging, Modifying and Amending the Ordinances of the City Restricting Buildings, Structures, and Premises According to Their Use or Construction to Specified Parts of the City", text enacted, April 21, 1971, as amended, is hereby further amended by repealing the existing ordinance in its entirety and replace it with a new ordinance affecting all property in all zoning districts in the City of Springfield. The proposed ordinance is a comprehensive revision that changes allowable land uses, land use approval procedures, the zoning map, and regulations affecting the use of land, site and building design, and dimensional requirements. Under the proposed ordinance, the existing ordinance will continue to govern until ninety (91) days after the effective date of the proposed ordinance, at which time the provisions of the new ordinance will govern.

Approved as to Form:

Associate City Solicitor

In accordance with Mass. Gen. Laws c. 40A, section 5, the Planning Board held a hearing on May 1, 2013, regarding the above Ordinance amendment.

5 Person(s) appeared in favor, and 0 Person(s) appeared in opposition.

Katie Stebbins, Chairperson





## CITY OF SPRINGFIELD

IN THE YEAR TWO THOUSAND AND TWELVE

### AN ORDINANCE

AMENDING THE ENTIRE CITY OF THE BUILDING ZONING MAP

SECTION 1. The Zoning Ordinance of the City of Springfield, Massachusetts entitled "An Ordinance for Consolidating and Arranging, Enlarging, Modifying and Amending the Ordinances of the City Restricting Buildings, Structures, and Premises According to Their Use or Construction to Specified Parts of the City", text enacted, April 21, 1971, as amended, is hereby further amended by repealing the existing ordinance in its entirety and replace it with a new ordinance affecting all property in all zoning districts in the City of Springfield. The proposed ordinance is a comprehensive revision that changes allowable land uses, land use approval procedures, the zoning map, and regulations affecting the use of land, site and building design, and dimensional requirements. Under the proposed ordinance, the existing ordinance will continue to govern until ninety one (91) days after the effective date of the proposed ordinance, at which time the provisions of the new ordinance will govern.

**REPORT TO CITY COUNCIL  
ZONE CHANGE HEARING**

**PETITION: #3148**  
**SECTION: Entire City**

**DATE: May 2, 2013**

To the Honorable Mayor and City Council of the City of Springfield, Massachusetts, the Planning Board submits the following report on the Zone Change Petition, which was referred to the Board for its recommendation:

**PETITIONER:** Springfield Planning Board

**ADDRESS:** Entire City

**CHANGE REQUESTED:** Repealing the existing ordinance in its entirety and replace it with a new ordinance affecting all property in all zoning districts in the City of Springfield. The proposed ordinance is a comprehensive revision that changes allowable land uses, land use approval procedures, the zoning map, and regulations affecting the use of land, site and building design, and dimensional requirements. Under the proposed ordinance, the existing ordinance will continue to govern until 186 days after the effective date of the proposed ordinance, at which time the provisions of the new ordinance will govern.

**PETITIONER'S PURPOSE STATEMENT:** Update to the current zoning ordinance.

**DATE OF PUBLIC HEARING:** May 1, 2013

**DATE OF FINAL DECISION:** May 1, 2013

**BOARD MEMBERS PRESENT and COUNT:** (7-0) Mr. Daniele, Ms. DeFillipo, Ms. Stebbins, Mr. Swan, Mr. Florian, Mr. Cignoli, and Ms. Morin

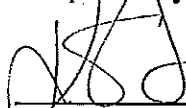
**IN FAVOR:** (7) Mr. Daniele, Ms. DeFillipo, Ms. Stebbins, Mr. Swan, Mr. Florian, Mr. Cignoli, and Ms. Morin

**OPPOSED:** none

**ABSTAINED:** N/A

**RECOMMENDATION:** Approve

Respectfully submitted,



Katie Stebbins, Chairperson

Attachment: 3148 Entire City Zoning 2013 (2160 : Entire City)

**REPORT TO CITY COUNCIL****ZONE CHANGE HEARING****PLOT and SECTION#: 3147, Section 47****DATE: May 20, 2013**

**To the Honorable Mayor and City Council of the City of Springfield, Massachusetts, the Planning Board submits the following report on the Zone Change Petition, which was referred to the Board for its recommendation:**

**PETITIONER:** Springfield Redevelopment Authority

**ADDRESS:** NS Saratoga Street

**CHANGE REQUESTED:** Res B to Bus A

**RECOMMENDATION:** Recommend

**Respectfully Submitted,**

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**Barbara Footit, Board Clerk**

## AMENDING SECTION 49 OF THE BUILDING ZONE MAP

SECTION 1. The Zoning Ordinance of the City of Springfield, Massachusetts entitled “An Ordinance for Consolidating and Arranging, Enlarging, Modifying and Amending the Ordinances of the City Restricting Buildings, Structures, and Premises According to Their Use or Construction to Specified Parts of the City”, text enacted, April 21, 1971, as amended, is hereby further amended by changing from **Residence B to Business A** the zoning on **Plot #3147, Section 47, Section Recommend** of the Building Zone Map as indicated in red ink on the plan thereof hereto attached and marked “**Recommend Building Zone Map of the City of Springfield.**”

Approved as to Form:

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Associate City Solicitor

In accordance with Mass. Gen. Laws c. 40A, section 5, the Planning Board held a hearing on May 20, 2013, regarding the above Ordinance amendment.

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Kerry Dietz, Chairperson



# CITY OF SPRINGFIELD

IN THE YEAR TWO THOUSAND AND THIRTEEN

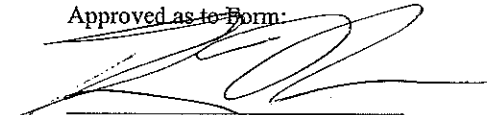
## AN ORDINANCE

AMENDING SECTION 47 OF THE BUILDING ZONE MAP

*Be it ordained by the City Council of the City of Springfield as follows:*

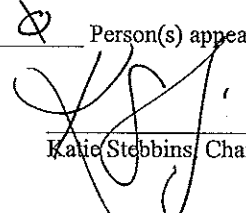
SECTION 1. The Zoning Ordinance of the City of Springfield, Massachusetts entitled "An Ordinance for Consolidating and Arranging, Enlarging, Modifying and Amending the Ordinances of the City Restricting Buildings, Structures, and Premises According to Their Use or Construction to Specified Parts of the City", text enacted, April 21, 1971, as amended, is hereby further amended by changing from **Residence B** to **Business A** the zoning on Plot #3147, Section 47 of the Building Zone Map as indicated in red ink on the plan thereof hereto attached and marked "Section 47 Building Zone Map of the City of Springfield."

Approved as to Form:

  
Associate City Solicitor

In accordance with Mass. Gen. Laws c. 40A, section 5, the Planning Board held a hearing on April 17, 2013 regarding the above Ordinance amendment.

2 Person(s) appeared in favor, and 0 Person(s) appeared in opposition.

  
Katie Stebbins, Chairperson

Attachment: 3147\_NS\_Saratoga\_St\_2013 (2161 : NS Saratoga Street)



## CITY OF SPRINGFIELD

IN THE YEAR TWO THOUSAND AND THIRTEEN

### AN ORDINANCE

AMENDING SECTION 47 BUILDING ZONE MAP

SECTION 1. The Zoning Ordinance of the City of Springfield, Massachusetts entitled "An Ordinance for Consolidating and Arranging, Enlarging, Modifying and Amending the Ordinances of the City Restricting Buildings, Structures, and Premises According to Their Use or Construction to Specified Parts of the City", text enacted, April 21, 1971, as amended, is hereby further amended by changing from **Residence B** to **Business A** the zoning on Plot #3147, Section 47 of the Building Zone Map as indicated in red ink on the plan thereof hereto attached and marked "Section 47 Building Zone Map of the City of Springfield."

**REPORT TO CITY COUNCIL  
ZONE CHANGE HEARING**

**PETITION:** #3147  
**SECTION:** 47

**DATE:** April 24, 2013

To the Honorable Mayor and City Council of the City of Springfield, Massachusetts, the Planning Board submits the following report on the Zone Change Petition, which was referred to the Board for its recommendation:

**PETITIONER:** Springfield Redevelopment Authority

**ADDRESS:** NS Saratoga Street (10600-0009, 0010, 0011, 0012, 0013, 0014 & 0015)

**CHANGE REQUESTED:** Proposed zone change from Residence B to Industrial A

**PETITIONER'S PURPOSE STATEMENT:** Construction of maintenance garage, laundry facility and accessory parking.

**DATE OF PUBLIC HEARING:** April 17, 2013

**DATE OF FINAL DECISION:** April 17, 2013

**BOARD MEMBERS PRESENT and COUNT:** Six(6): Katie Stebbins, Rosemary Morin, Gloria DeFillipo, Ben Swan, Leo Florian and Chris Cignoli.

**FINAL MOTION:** Approve

**IN FAVOR:** Six (6): Katie Stebbins, Rosemary Morin, Gloria DeFillipo, Ben Swan, Leo Florian and Chris Cignoli.

**OPPOSED:** None

**ABSTAINED:** N/A

**RECOMMENDATION:** Approve

Respectfully submitted,



Katie Stebbins, Chairperson

Attachment: 3147\_NS\_Saratoga\_St\_2013 (2161 : NS Saratoga Street)




**City of Springfield**

36 Court Street  
Springfield, MA 01103

**SCHEDULED**
**SPECIAL ACT (ID # 2185)**

Meeting: 05/20/13 07:00 PM

Department: Law

Category: General

Prepared By: Anthony I. Wilson

Initiator: Anthony I. Wilson

Sponsors: Williams, Fenton, Walsh, Allen

DOC ID: 2185

# **An Act Exempting the City of Springfield from the Residency Provision of Massachusetts General Laws Chapter Seventy-One Section Thirty-Eight**

## **The Commonwealth of Massachusetts**

**In the Year Two Thousand Twelve**

### **AN ACT EXEMPTING THE CITY OF SPRINGFIELD FROM THE RESIDENCY PROVISION OF MASSACHUSETTS GENERAL LAWS CHAPTER SEVENTY-ONE SECTION THIRTY-EIGHT**

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

SECTION 1. Notwithstanding the residency provisions of Massachusetts General Laws Chapter seventy-one Section thirty-eight, or any other general or special law to the contrary, Assistant principals, principals, directors, supervisors, deputy superintendents or professional employees, employed by the School Department of the City of Springfield shall be subject to residency regulations as enacted by the City of Springfield.

SECTION 2. The provisions of said act shall take effect upon passage.

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

The undersigned, Domenic J. Sarno, Mayor of the City of Springfield, in the name and on behalf of said City, and in the pursuance of an order, a duly attested copy of which is hereto annexed,

petition the General Court for legislation entitled “**AN ACT EXEMPTING THE CITY OF SPRINGFIELD FROM THE RESIDENCY PROVISION OF MASSACHUSETTS GENERAL LAWS CHAPTER SEVENTY-ONE SECTION THIRTY-EIGHT**,” in substantially the same form as a draft Act attached hereto.

Respectfully submitted,

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

**CITY OF SPRINGFIELD**

**ORDERED**, that the mayor be, and hereby is authorized on behalf of the City of Springfield, to take any and all steps necessary to secure the passage by the General Court of the special legislation entitled “**AN ACT EXEMPTING THE CITY OF SPRINGFIELD FROM THE RESIDENCY PROVISION OF MASSACHUSETTS GENERAL LAWS CHAPTER SEVENTY-ONE SECTION THIRTY-EIGHT**,” in substantially the same form as a draft Act attached hereto, except for clerical or editorial errors.

**INTER****OFFICE**

# MEMO

**To:** Wayman Lee, Esquire  
City Clerk

**From:** Anthony I. Wilson, Esquire  
Associate City Solicitor

**Subject:** Special Act - **AN ACT EXEMPTING THE CITY OF SPRINGFIELD FROM THE RESIDENCY PROVISION OF MASSACHUSETTS GENERAL LAWS CHAPTER SEVENTY-ONE SECTION THIRTY-EIGHT**

**Date:** May 14, 2013

In accordance with Rules and Orders of the Springfield City Council, 2012, as amended, Rule 16A, the City Solicitor on behalf of the sponsors (City Councilor Bud L. Williams) provides this report regarding the above Special Act ("Act") a copy is attached hereto. If the Act is approved by the City Council and signed by the Mayor, the Act would be sent the Massachusetts General Court for passage. If passed by the General Court the Governor must sign the Act.

The Act provides that notwithstanding the provisions of section thirty-eight of chapter seventy-one of the General Laws or any other general or special law to the contrary, Assistant principals, principals, directors, supervisors, deputy superintendents or professional employees, employed by the School Department of the City of Springfield shall be subject to residency regulations as enacted by the City of Springfield.

It is the recommendation of City Councilors Bud L. Williams that this Act should be passed by the City Council. If you have any questions regarding this report, please feel free to contact me or the sponsors.