



CITY OF SPRINGFIELD

City Clerk's Office 5/29/2013 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 June 3, 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 June 3, 2013 at Springfield City Hall -- Council Chambers, 36 Court Street, Springfield, MA.

Reports of Committees

- (1.) Report of Committee (Ward 8 Councilor Lysak)

Orders

- (1.) Demand Fee Increase (Mayor Sarno)
- (2.) Order Authorizing Mayor to Execute Quitclaim Deed for Sale of NS Gardens Dr. (05500-0045) to John A. Lanucha and Jacqueline K. Lanucha (Mayor Sarno)
- (3.) Order Authorizing Mayor to Execute Quitclaim Deed for Sale of WS Webster St. (12090-0023) to Eileen W. Perez, Wanda I. Ruiz, and Elba E. Ortiz (Mayor Sarno)
- (4.) Donation of Goods - 3 ATVs to Fire Dept (Mayor Sarno)
- (5.) Order Authorizing the Board of Park Commissioners to Accept a Gift of Land, Known as Plastics Park, on Behalf of the City (Mayor Sarno)
- (6.) Comprehensive Immigration Reform

Ordinances

- (1.) (ID # 2144) - City Clerk-Enumeration of Fees
- (2.) (ID # 2145) - Tag/Garage Sales- Chapter 351
- (3.) (ID # 2146) - Tobacco Sales Regulations - Chapter 362
- (4.) (ID # 2124) - Residency Requirements - Chapter 73

Suspension Rule 12

- (1.) Resolve - DYS Group Home



City of Springfield

SCHEDULED

1.2.1

Meeting: 06/03/13 07:00 PM

Initiator: Kateri B. Walsh

Sponsors: Ward 8 Councilor John Lysak

DOC ID: 2214

Report of Committee (Ward 8 Councilor Lysak)

REPORT OF COMMITTEE

Committee:

Date: May 29, 2013

Time: 3:30 pm

Subject: Plastics Park

Councilors in Attendance: Kateri Walsh, John Lysak

Synopsis(include pros/cons):

The Maintenance and Development and the Inter-Governmental/State & Federal Relations Committees met to discuss the Acceptance of the gift of the park property now known "Plastics Park" from Solutia, Inc. Laura Walsh, Therapeutic Recreation Coordinator represented the Park department at the meeting. She informed the committee that the Governor signed off on the gift of the land to Plastics Park on April 17, 2013. The park department will take care of the property and looks forward making it available for all to enjoy. Councilor Lysak stated the neighborhood residents are very happy to get the park back.

Motions/Recommendations:

Made By: Councilor Walsh made a recommendation to accept the gift of land at Plastics Park.

Seconded: Councilor Lysak

Vote:



City of Springfield

SCHEDULED

Meeting: 06/03/13 07:00 PM
Initiator: Ronald Molina-Brantley
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2204

2.1

Demand Fee Increase (Mayor Sarno)

CITY OF SPRINGFIELD

In the City Council June 3, 2013

WHEREAS the General Court has enacted Massachusetts General Law c. 60 § 15 authorizing the establishment of a fee not to exceed \$30.00 for each written demand issued by the Tax Collector of the City of Springfield, as provided for by law.

WHEREAS the Collector, Stephen Lonergan, whose department is in control of the collection of such fee, has approved the increase,

WHEREAS after reviewing this order, the Chief Administrative and Financial Officer has concurred that the increase in the amount of the fee for written demands issued by the Tax Collector is below the maximum allowed by Massachusetts General Law c.60 § 15 and is intended as encouragement for prompt payment,

NOW THEREFORE, BE IT ORDERED the demand fee to be charged by the Tax Collector of the City of Springfield for written demands as provided for by law shall henceforth be \$20.00

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 28, 2013
Re: Order for Council Meeting – 06/03/2013
Cc: Mayor Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the June, 3, 2013 Council meeting which to increase the demand fee from \$15.00 to \$20.00.

Background: Mass General Law Chapter 60, Section 15 authorizes the establishment of a fee not to exceed \$30.00 for the written demand issued by the Tax Collector for the City of Springfield. The Treasure/Collector is proposing to increase the demand fee from \$15.00 to \$20.00, which will result in an additional \$100,000 to the general fund for FY14. I have reviewed this order and as CAFO concur that this is in the best interest of the City to encourage prompt payment of taxes. The amount recommended is still below the maximum amount allowed by law.

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 - Demand Fee Increase (2204 : Demand Fee Increase)

ALM GL ch. 60, § 15

ANNOTATED LAWS OF MASSACHUSETTS
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*** Current through Act 13 of the 2011 Legislative Session ***

PART I ADMINISTRATION OF THE GOVERNMENT
TITLE IX TAXATION
Chapter 60 Collection of Local Taxes

GO TO MASSACHUSETTS CODE ARCHIVE DIRECTORY

ALM GL ch. 60, § 15 (2011)

§ 15. Special Collector -- Fees.

The following interest, charges and fees, and no other, when accrued, shall severally be added to the amount of the tax and collected as a part thereof:--

1. For interest, as provided by law;
2. For each written demand provided for by law, not more than \$30;
3. For preparing advertisement of sale or taking, \$10 for each parcel of real estate included in the advertisement and the necessary legal fees for search of title;
4. For advertisement of sale or taking in newspaper, the cost thereof;
5. For posting notices of sale or taking, \$5 for each parcel or real estate included in the notice;
6. For affidavit, \$10 for each parcel of land included therein;
7. For recording affidavit, the cost thereof;
8. For preparing deed or instrument of taking, \$10;
9. For the issuance and delivery of a warrant to an officer, \$10;
10. For notice by mail or other means to the delinquent that warrant to collect has been issued, \$12;

11. For exhibiting a warrant to collect or delivering a copy thereof to the delinquent or his representative or leaving it at his last and usual place of abode or of business, and without distraint or arrest, \$17;

12. For distraining goods of the delinquent, \$10 and the necessary cost thereof;

13. For the custody and safekeeping of the distrained goods of the delinquent, the cost thereof, for a period not exceeding seven days, together with the expense of parking, storage, labor and towing or teaming, and other necessary expenses;

14. For selling goods distrained, the cost thereof;

15. For arresting the body, the necessary costs of the arresting officer and the cost of travel, at the rate of \$.30 per mile, from the office of the collector to the place where the arrest is made;

16. For custody of the body arrested, if payment of the delinquent tax is not made forthwith, \$10, and in addition thereto travel at the rate of \$.30 per mile from the place of arrest to the jail or, if payment is made before commitment to jail, for the distance from the place where the arrest is made to the place where payment is made;

17. For service of demand and notice under section fifty-three, if served in the manner required by law for the service of subpoenas on witnesses in civil cases, the cost thereof, but not more than \$40;

18. For the mailing of each written demand or notice by registered mail, the cost thereof;

19. For the recording of the instrument of taking under section 54, the cost thereof.

The collector shall account to the town treasurer for all interest, charges and fees collected by him; but the town shall reimburse or credit him for all expenses incurred by him hereunder, including all lawful charges and fees paid or credited by him for collecting taxes.

The collector may, in his discretion, waive such interest, charges and fees when the total amount thereof is \$15 or less.



City of Springfield

SCHEDULED

Meeting: 06/03/13 07:00 PM
Initiator: Melvyn Altman
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2209

2.2

Order Authorizing Mayor to Execute Quitclaim Deed for Sale of NS Gardens Dr. (05500-0045) to John A. Lanucha and Jacqueline K. Lanucha (Mayor Sarno)

WHEREAS, the City of Springfield acquired title to vacant land located in Springfield, Massachusetts known as North Side Gardens Drive (Parcel-ID # 05500-0045) 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 Sales Program of the City of Springfield; and

WHEREAS, the application submitted by John A. Lanucha and Jacqueline K. Lanucha, owners of 164 Gardens Drive, 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 John A. Lanucha and Jacqueline K. Lanucha for the transfer of title to North Side Gardens Drive (Parcel-ID # 05500-0045) for consideration of One Thousand One Hundred Four and 25/100 Dollars (\$1,104.25) 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 ONE HUNDRED FOUR AND 25/100 DOLLARS (\$1,104.25)**, grants to **JOHN A. LANUCHA** and **JACQUELINE K. LANUCHA** (“Grantees”), Husband and Wife as Tenants by the Entirety, both of 164 Gardens Drive, Springfield, Massachusetts 01119, with **QUITCLAIM COVENANTS**, the land in said Springfield, described as follows:

Land known as North Side Gardens Drive (Parcel ID # 05500-0045), and supposed to contain about 4417 square feet situated on the northerly side of said Gardens Drive and shown on Plan 0928 on file in the office of the Springfield Board of Assessors and bounded as follows: westerly; by land now or formerly of Richard and Hilda Martinez and by land now or formerly of City of Springfield, northerly; by land now or formerly of Leo A. and Helen Belanger, easterly; by land now or formerly of Leo A. and Helen Belanger and by land now or formerly of John A. and Jacqueline K. Lanucha and southerly; by said Gardens Drive.

Being the same parcel described in an Instrument of Taking dated September 18, 1968, and recorded in Hampden County Registry of Deeds, Book 3368, Page 207.

Also being the same parcel foreclosed by Judgment of the Land Court entered June 25, 2012, in Case No.: 06 TL 133705, and recorded in Hampden County Registry of Deeds, Book 19360, Page 275 (hereinafter referred to as the “Property”).

The conveyance is made pursuant to the Abutter Lots Sales 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 164 Gardens Drive, Springfield, Massachusetts owned by the Grantees 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.

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 Gardens Dr. (Par.45) (2209 : Sale NS Gardens Dr. (Par.45))



City of Springfield

SCHEDULED

Meeting: 06/03/13 07:00 PM
Initiator: Melvyn Altman
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2208

2.3

Order Authorizing Mayor to Execute Quitclaim Deed for Sale of WS Webster St. (12090-0023) to Eileen W. Perez, Wanda I. Ruiz, and Elba E. Ortiz (Mayor Sarno)

WHEREAS, the City of Springfield acquired title to vacant land located in Springfield, Massachusetts, known as West Side Webster Street (Parcel-ID # 12090-0023), formerly with building thereon and formerly known as 31 Webster 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 Sales Program of the City of Springfield; and

WHEREAS, the application submitted by Eileen W. Perez, Wanda I. Ruiz, and Elba E. Ortiz, owners of 29 Webster 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 Eileen W. Perez, Wanda I. Ruiz, and Elba E. Ortiz for the transfer of title to West Side Webster Street (Parcel-ID #12090-0023) for consideration of One Thousand Seven Hundred Seventy-Five and 00/100 Dollars (\$1,775.00) 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 SEVEN HUNDRED SEVENTY-FIVE AND 00/100 DOLLARS (\$1,775.00)**, grants to **EILEEN W. PEREZ**, of 29 Webster Street, Springfield, MA 01104, **WANDA I. RUIZ**, of 115 Dwight Street, Apt. 801, Springfield, MA 01103, and **ELBA E. ORTIZ**, of 70 Walnut Street, Apt. 203, Holyoke, MA 01040 (“Grantees”), as Joint Tenants, with **QUITCLAIM COVENANTS**, the land in said Springfield, described as follows:

Land now known as West Side Webster Street (Parcel ID # 12090-0023), formerly with building thereon and formerly known as 31 Webster Street, and being the parcel described in a deed recorded August 18, 1994, in Hampden County Registry of Deeds, Book 8918, Page 140, and supposed to contain about 7100 square feet; and being the same parcel described in an Instrument of Taking dated November 19, 1996, and recorded in Hampden County Registry of Deeds, Book 9743, Page 18; and also being the same parcel foreclosed by Judgment of the Land Court entered August 3, 2011, in Case No.: 02 TL 128934, and recorded in Hampden County Registry of Deeds, Book 18880, Page 30; and being more particularly bounded and described in Exhibit “A” attached hereto and made a part hereof (hereinafter referred to as the “Property”).

The conveyance is made pursuant to the Abutter Lots Sales 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 29 Webster Street, Springfield, Massachusetts owned by the Grantees 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 WS Webster St. (Par.23) (2208 : Sale WS Webster St. (Par.23))

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 WS Webster St. (Par.23) (2208 : Sale WS Webster St. (Par.23))

EXHIBIT "A"

The land in Springfield, Hampden County, Massachusetts, on the Westerly side of Webster Street, and bounded and described as follows:

Beginning at a point Three Hundred Four and 75/100 (304.75) feet from the corner of Liberty Street on the West side of Webster Street; and thence running WESTERLY along Lot # 12 on a plan of lots recorded in Hampden County Registry of Deeds, Book 559, Page 160, One Hundred Forty-Three and 13/100 (143.13) feet to a point; thence NORTHERLY Forty-Nine and 77/100 (49.77) feet to an iron pipe; thence EASTERLY by Lot # 16 on said plan to a point on said Webster Street, One Hundred Forty-Two and 80/100 (142.80) feet; thence along said Webster Street to the place of beginning.

Attachment: Deed WS Webster St. (Par.23) (2208 : Sale WS Webster St. (Par.23))



City of Springfield

SCHEDULED

Meeting: 06/03/13 07:00 PM
Initiator: Kathy Breck
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2133 B

2.4

Donation of Goods - 3 ATVs to Fire Dept (Mayor Sarno)

WHEREAS, the Springfield Conservation Commission would like to donate tangible personal property consisting of three (3) Yamaha All-Terrain Vehicles (ATV's) to the Springfield Fire Department; and

WHEREAS, funds to purchase the ATV's were originally donated to the Springfield Conservation Commission by Mr. Paul Lessard and Mr. Joseph Bonavita, in order to aid in the protection of the City's conservation land, park land, and other open space; and

WHEREAS, Mr. Lessard and Mr. Bonavita have assented to the gift to and use of the vehicles by the Springfield Fire Department to help protect City conservation land, park land, and public open space, as well as its residents, according to the attached letter from Conservation Commission Chairman Christopher Collins; and

WHEREAS, the Fire Department intends to use the donated vehicles to aid in the protection of conservation lands and green space within the City, and to protect City residents, consistent with the purposes of the original gift to the Conservation Commission, and the subsequent gift to the Fire Department; and

WHEREAS, the value of the three (3) ATVs is approximately \$4,000.00; and

WHEREAS, Mayor Domenic J. Sarno supports and approves the acceptance of this gift from the Springfield Conservation Commission to the Fire Department; 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 actions involved in the City Council Order authorizing the acceptance of the gift and use of the tangible personal property, 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 ½, that the City Council hereby accepts the donation of three (3) ATVs from the Springfield Conservation Commission to the Springfield Fire Department, on behalf of the City, and authorizes the Fire Department to use the vehicles for the purposes stated in this Order.



THE CITY OF
SPRINGFIELD, MASSACHUSETTS

April 19, 2012

Fire Commissioner Conant
Springfield Fire Dept. Headquarters
605 Worthington Street
Springfield, MA 01105

Dear Commissioner Conant,

On behalf of the Springfield, Massachusetts Conservation Commission, I am pleased to announce the gift of three Yamaha all-terrain vehicles to the Springfield Fire Department. The Conservation Commission received the ATVs from Mr. Paul Lessard to aid in the protection of Springfield's conservation land. It is Mr. Lessard's and the Commission's sincere hope that these vehicles will help the Fire Department protect City green space as well as our residents.

Regards,

A handwritten signature in dark ink, appearing to read "Chris Collins", written in a cursive style.

Chairman Christopher Collins
Springfield Conservation Commission
70 Tapley Street
Springfield, MA 01104



City of Springfield

SCHEDULED

Meeting: 06/03/13 07:00 PM
Initiator: Stephen Reilly
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2210

2.5

Order Authorizing the Board of Park Commissioners to Accept a Gift of Land, Known as Plastics Park, on Behalf of the City (Mayor Sarno)

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

WHEREAS, terms of the gift and acceptance of “Plastics Park” are set forth in the attached draft Memorandum of Understanding (MOU) attached hereto as Exhibit B;

WHEREAS, the parcel described in the attached draft deed and now known as “Plastics Park,” has been identified as the “replacement” park property for purposes of allowing the sale of the portion of Hubbard Park to UniFirst Corp.;

WHEREAS, on December 12, 2011, the Springfield City Council approved an “Order Seeking Approval of an Act of the Legislature to Convey Certain Park Land and to Grant a License Agreement Over Certain Park Land to Unifirst Corporation and Authorizing the Mayor to Carry Out the Authorized Actions” (“Hubbard Order”), said Order being with respect to Hubbard Park, and as amended by City Council Order dated May 21, 2012;

WHEREAS, on April 2, 2012, the Springfield City Council approved an “Order Authorizing the Board of Park Commissioners to Accept a Gift of Land, on Behalf of the City, from Solutia, Inc., of Property now known as ‘Plastics Park’”;

WHEREAS, the General Court did not take action upon the Hubbard Order prior to the expiration of the legislative session in 2012;

WHEREAS, based upon the expiration of the legislative session in 2012 without approval of the Hubbard Order, a new “Order Seeking Approval of an Act of the Legislature to Convey Certain Park Land and to Grant a License Agreement Over Certain Park Land to Unifirst Corporation and Authorizing the Mayor to Carry Out the Authorized Actions” was approved by the City Council on December 17, 2012;

WHEREAS, acceptance of the gift of “Plastics Park” must be re-approved by the City Council to be consistent with the new Order regarding Hubbard Park submitted to the legislative session commencing in 2013;

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

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

WHEREAS, the Board of Park Commissioners of the City of Springfield re-voted at a meeting held on May 22, 2013, to accept said proposed gift of land from Solutia, Inc. in order to be consistent with the new Hubbard Order submitted in the 2013 legislative session;

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

WHEREAS, Massachusetts General Laws Chapter 40, Section 4 requires City Council approval in order to enter into the subject MOU;

WHEREAS, an “Order Seeking Approval of an Act of the Legislature to Convey Certain Park Land and to Grant a License Agreement Over Certain Park Land to Unifirst Corporation and Authorizing the Mayor to Carry Out the Authorized Actions” was approved by the General Court on April 17, 2013, and where such transfer is also subject to the City’s obligation to obtain “replacement” park property as required by Federal Law; and

NOW THEREFORE BE IT ORDERED, that pursuant to Massachusetts General Laws, Chapter 40, Section 4 the Mayor be authorized to execute a memorandum of understanding in substantially the same form as the attached Exhibit B, and that following the transfer of the portion of Hubbard Park to UniFirst Corp. as authorized by the City Council and General Court, the Board of Park Commissioners of the City of Springfield shall be and is hereby authorized to accept and receive said gift of land described in Exhibit A, from Solutia Inc., its successors and/or assigns, in the name of the City of Springfield, pursuant to the provisions of Massachusetts General Laws, Chapter 45, Sections 3 and 19.

EXHIBIT A**QUITCLAIM DEED**

SOLUTIA INC., a corporation duly organized and existing under the laws of the State of Delaware having an address of 575 Maryville Centre Drive, St. Louis, MO 63141 for consideration as a gift hereby GIVES and GRANTS to the CITY OF SPRINGFIELD, a Massachusetts municipal corporation, acting by and through its Board of Park Commissioners, having an address of 200 Trafton Road, Springfield, MA, with QUITCLAIM COVENANTS a certain parcel of land in SPRINGFIELD, HAMPDEN COUNTY, MASSACHUSETTS bounded and described as follows:

Southwesterly	by Page Boulevard, six hundred thirty-one and 77/100 (631.77) feet; again
Southwesterly	by a curved line along said Page Boulevard eight hundred sixty-seven and 41/100 (867.41) feet;
Northwesterly	by a dry bridge along said Page Boulevard, over land now or formerly of Boston & Albany Railroad, twenty-eight and 16/100 (28.16) feet; again
Southwesterly	by said bridge, nine and 02/100 (9.02) feet; again
Northwesterly	by land now or formerly of said Boston & Albany Railroad sixty-seven and 29/100 (67.29) feet;
Northeasterly	by said railroad land, eight and 25/100 (8.25) feet; again
Northwesterly	by said railroad land, four hundred eighteen and 52/100 (418.52) feet; again
Southwesterly	by said railroad land, sixteen and 50/100 (16.50) feet; again
Northwesterly	by said railroad land, three hundred sixty-three and 15/100 (363.15) feet;
Easterly	by land now or formerly of Asphalt Pavement Corp., forty-eight and 20/100 (48.20) feet;
Northerly	by said Asphalt Pavement land, six hundred fifty-eight and 44/100 (658.44) feet; and again
Easterly	by said Asphalt Pavement land, ten hundred forty-four and 78/100 (1044.78) feet.

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

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

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

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

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

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

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

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

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

Being the same property described as parcel LC-8 in a deed from Monsanto Company, f/k/a Monsanto Chemical Company to the grantor herein as set forth in Certificate of Title No. 28055, dated August 25, 1997.

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

Executed as of this ____ day of _____, 2013.

SOLUTIA INC.

By: _____
Executive Vice President and Chief
Financial Officer

SOLUTIA INC.

By: _____
Title: Vice President and Treasurer

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

Then personally appeared before me the above named James Sullivan an Executive Vice President and Chief Financial Officer of Solutia Inc., and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said corporation.

(seal)

Notary Public,
My Commission Expires:

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

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

(seal)

 Notary Public,
 My Commission Expires:

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

EXHIBIT

MEMORANDUM OF UNDERSTANDING PLASTICS PARK

"AGREEMENT" effective this ____ day of May, 2013, by and between the **CITY OF SPRINGFIELD**, a municipal corporation within the County of Hampden, Commonwealth of Massachusetts, with its principal offices at 36 Court Street, Springfield, Massachusetts 01103, acting by and through its Board of Park Commissioners authorized by Massachusetts General Laws Chapter 45, Section 3, to receive gifts of land in the name of the City of Springfield (hereinafter the "Grantee"), and Solutia Inc., a corporation duly organized and existing under the laws of the State of Delaware, with its principal offices located at 575 Maryville Centre Drive, St. Louis, MO 63141 (hereinafter the "Grantor").

WHEREAS, Grantor now owns a certain parcel of real property in the City of Springfield now known as Plastics Park (hereinafter "Premises") and being further described in the attached draft Quitclaim Deed;

WHEREAS, Grantor has offered to donate said Premises to Grantee for use only as a public park and all other uses consistent therewith and for no other purposes whatsoever;

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

WHEREAS, the City of Springfield is attempting to sell .63 acres of Hubbard Park (hereinafter "Hubbard Park") to UniFirst Corp. as set forth in City Council Order No. 1979 approved December 17, 2012 and federal law requires the City of Springfield to acquire replacement park property in order to sell park property;

WHEREAS, the parcel described in the attached draft deed and now known as Plastics Park has been identified as the replacement park property for the portion of Hubbard Park being sold to UniFirst Corp;

WHEREAS, acceptance of the premises shall be subsequent to and is contingent upon transfer of Hubbard Park to UniFirst Corp. subject to the provisions of paragraph 19 herein; and

NOW THEREFORE, the Grantor hereby agrees to donate/gift and Grantor hereby agrees to accept the Premises, and said parties mutually agree as follows:

1. DESCRIPTION OF PREMISES

The Premises consists of land now known as Plastics Park, located in Indian Orchard, in the City of Springfield, Hampden County, Massachusetts consisting of approximately 21.5 Acres as set forth in the Quitclaim Deed attached hereto and made a part hereof as **Exhibit A** containing a meets and bounds description of the premises. Said Premises being identified as Parcel LC-8 in a Deed from Monsanto Company, f/k/a Monsanto Chemical Company to Solutia Inc., recorded in Hampden County Land Court Certificate of Title No. 28055, dated August 25, 1997.

2. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES

Included in the gift as a part of said Premises are the buildings, structures, and

Attachment: Exhibits A and B to Order Authorizing the Acceptance of Plastics Park (2210 : Acceptance of Gift of Land - Plastics Park)

improvements, if any, now thereon, and the fixtures, if any, belonging to the Grantor and used in connection therewith, including any and all storm water drains/pipes located on the Premises.

3. QUITCLAIM DEED

Said Premises are to be conveyed by a Quitclaim Deed running to the Grantee. The Quitclaim Deed is to be delivered as herein provided in paragraph 5 of this Agreement.

Grantor shall provide Grantee at closing a Mechanic's Lien Affidavit in substantially the same form as that promulgated by the Real Estate Bar Association of Massachusetts. Grantee shall have the right to terminate this agreement without recourse to either party prior to accepting title should Grantee deem title to the premises to be unmarketable or uninsurable for title insurance purposes.

4. CONSIDERATION

The Grantee is receiving the Premises as a gift. Grantor and Grantee agree that Premises are valued at Three Hundred Seventy Five Thousand and 00/100 (\$375,000.00) as set forth in an appraisal by Crowley & Associates, valued as of March 10, 2010. In return for the gift of the Premises and as a material inducement for Grantor making the gift of the Premises, the Grantee is agreeing to take and assume the Premises in an as is, where is and with all faults condition with full obligations and liabilities as set forth in paragraph 14 of this agreement for all known and unknown preexisting environmental conditions, including the presence of all hazardous materials and substances, and any non-compliance with applicable environmental laws, rules and regulations as well as all known and unknown obligations and liabilities relating to or arising out of the breached dam on the Premises (the "Monsanto Dam"), all of the foregoing of which shall be subject to the provisions set forth in paragraph 14 of this Agreement .

5. TIME FOR PERFORMANCE; DELIVERY OF DEED

The Quitclaim Deed is to be delivered at 2:00 o'clock P.M. on the 30th day of June 2013, at the office of Grantee's legal counsel, 36 Court St., Springfield, MA, unless otherwise agreed upon in writing.

6. POSSESSION and CONDITION of PREMISES

Full possession of the Premises is to be delivered at the time of the delivery of the Quitclaim Deed.. The Grantee shall be entitled to inspect said Premises prior to the delivery of the Deed in order to determine and confirm whether the condition thereof is acceptable to Grantee prior to accepting title..

7. ACCEPTANCE OF QUITCLAIM DEED

The acceptance of a Quitclaim Deed by the Grantee or its nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the

delivery of said Quitclaim Deed.

8. WARRANTIES AND REPRESENTATIONS

The Grantee acknowledges that the Grantee has not been influenced to enter into this transaction nor has it relied upon any warranties or representations not expressly set forth or in this Agreement, except for the following warranties and representations, if any, made by Grantor: None. The Grantee acknowledges that it has had the full and complete opportunity to have the Premises and title thereto, condition, including the Monsanto Dam status, reviewed and inspected, as the case may be, by legal counsel, mechanical, structural, environmental, building and any other inspectors and selected experts of its choosing and that it has had such inspections or waived the same. 9. ACCESS

The Grantor shall make the Premises available upon reasonable advance notice for additional inspection and measurement at any time prior to the delivery of the Deed by representatives and designees (including surveyors and appraisers) of the Grantee.

10. NOTICES

All notices required or permitted hereunder shall be sent by certified mail, return receipt requested, to the parties at their respective addresses as set forth below:

GRANTEE: Mayor Domenic J. Sarno City of Springfield 36 Court St. Springfield, MA 01103	copy to: Edward M. Pikula, City Solicitor City of Springfield 36 Court St. Springfield, MA 01103
---	---

Patrick J. Sullivan, Executive Director
Parks, Bldg, Rec Mgt
200 Trafton Road
Springfield, Mass. 01108

GRANTOR: Real Estate Manager Solutia Inc. 575 Maryville Centre Drive St. Louis, MO 63141	copy to: Legal Department Solutia Inc. 575 Maryville Centre Drive St. Louis, MO 63141
---	--

11. CONSTRUCTION OF AGREEMENT

This instrument is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the Grantor and the Grantee. If two or more persons are named herein as Grantee their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to it.

12. FURTHER COOPERATION

Grantor agrees to further cooperate with Grantee by providing and/or executing documents necessary to the closing in the form requested by Grantee including but not limited to the Quitclaim Deed, Mechanics Lien Affidavit and Certificate of Corporate Existence.

13. APPLICABLE LAW AND EXCLUSIVE FORUM

The laws of the Commonwealth of Massachusetts shall govern the validity, interpretation, construction and performance of this Agreement. The sole and exclusive forum for the resolution of any question of law or fact arising out of this Agreement, to be determined in any judicial proceeding, shall be the Springfield District Court, the Superior Court of Hampden County, or the United States District Court for the Western District of Massachusetts, sitting in Springfield, Massachusetts. It is the express intention of the parties that all legal actions and proceedings related to this Agreement or the rights or relationship of the parties arising therefrom shall be solely and exclusively brought and heard in said Courts.

14. RESTRICTIONS

Gift of the Premises is subject to the restriction that Parcel LC-8 is to be used forever as a municipal park and all other uses consistent therewith as set forth in Massachusetts General Laws Chapter 45 and Chapter 184, Section 23, and is to be known as the Congressman Richard E. Neal Indian Orchard Neighborhood Park. Grantee will not allow any residential or other structures inconsistent with the use as a public park to be constructed on the Premises. Grantee will not conduct, allow or permit drilling, digging, mining, or soil excavation or removal on the Premises, provided Grantee will be permitted to do only such excavation or removal on the Premises as may be required in connection with any government mandated obligations in connection with the Monsanto Dam.

15. INDEMNIFICATION

- (a) Grantee agrees to release, save Grantor harmless from and to defend and indemnify Grantor, its subsidiaries, affiliates and their respective parent companies and their respective successors and assigns, against all losses, costs, expenses, claims proceedings and damages (including governmental fines and penalties) and including injury to any person (including, without limitation, individuals, adjacent property owners and private and governmental entities) or damage to any property or claims by any governmental authorities, whether directly or indirectly arising after acceptance of the Quitclaim Deed and out of or in any manner relating to the the Monsanto Dam, on the Premises. This agreement to defend, indemnify, release and hold harmless shall include indemnity against all costs, expenses, fines, penalties and liabilities incurred in connection with any and all claims and proceeding arising out of or relating to the foregoing , it being further acknowledged and agreed that the foregoing indemnity shall not be limited as to amount, including the Liability Cap (as hereinafter defined) or duration; and
- (b) In addition to the matters set forth in paragraph 15(a) above, which are limited to claims arising from or relating to the Monsanto Dam , Grantee agrees to save Grantor harmless from and to defend and indemnify Grantor, its subsidiaries, affiliates and

their respective parent companies and their respective successors and assigns up to and not to exceed Three Hundred Seventy Five Thousand and 00/100 (\$375,000.00) Dollars (the "Liability Cap") against all losses, costs, expenses, claims, proceedings and damages (including governmental fines and penalties) and including any against injury to any person (including, without limitation, individuals, adjacent property owners and private and governmental entities) or damage to property arising from the Premises, which for the avoidance of doubt shall include all known and unknown preexisting environmental conditions, including the presence of all hazardous material and substances and the migration thereof off of the Premises and compliance with all applicable environmental laws, rules and regulations. Notwithstanding the foregoing the Liability Cap shall be subject to certain limitations in which circumstances there shall be no limitations on the part of Grantee's obligations pursuant to this paragraph 14(b) as follows:

- (i) The Liability Cap shall not apply and Grantee shall have sole responsibility for all obligations and liabilities arising out of or in any manner relating to matters disclosed to Grantee in that certain Phase I Environmental Assessment dated August 2, 2012 (J949-43-01) and prepared by O'Reilly, Talbot & Okun, the environmental consultants chosen by Grantee (the "Environmental Study");
- (ii) The Liability Cap shall not apply and Grantee shall have sole responsibility for all obligations and liabilities arising out of or in any manner relating to preexisting environmental conditions, including presences of hazardous or toxic substances at or migrating from the Premises which existed prior to ownership of the Premises by Monsanto Company as well as for those which occur after the date of transfer of the Premises to Grantee.
- (iii) The Liability Cap shall not apply from and after the tenth (10th) anniversary of the date of this Agreement;
- (iv) The Liability Cap shall not apply and Grantee shall have sole responsibility for all obligations and liabilities arising out of or in any manner relating to environmental conditions at the Premises which are discovered during any excavation associated with construction of any structures on the Premises or any use of the Premises which are outside of the restrictions on use of the Premises referred to in paragraph 14 of this Agreement;
- (v) The Liability Cap shall not apply to any matters which arise out of or relate to any change of laws, rules or regulations after the date hereof;
- (vi) The Liability Cap shall not apply to any costs or expenses which exceed the minimum requirements to achieve compliance with applicable law, rules and regulations or which are made on a voluntary as opposed to government mandated basis;
- (vii) The Liability Cap shall not apply as and to the extent Grantor is not granted sufficient and unrestricted access to the Premises in order to discharge any of Grantor's obligations under paragraph 14(b); and

- (viii) The Liability Cap shall not apply with respect to any costs or expenses incurred prior to Grantee being provided with notice of the applicable claims or proceedings and being permitted to fully participate in any such claims or proceedings

16. SUCCESSORS AND ASSIGNS

Each party's successors and assignees, shall be bound by the terms hereof.

17. GOVERNMENT APPROVAL OF GIFT

Grantor acknowledges that Massachusetts General Laws Chapter 45, Section 19 requires a two-thirds vote of the City Council in order to accept a gift of land. If Grantee is unable to obtain the vote as required by law and thereby unable to accept the Premises all terms under this agreement shall become null and void and all obligations hereunder shall cease.

18. CONTINGENT UPON TRANSFER OF HUBBARD PARK

Grantor acknowledges that the Premises is identified as replacement park property for the potential sale of Hubbard Park and acceptance of the Premises is contingent upon the sale of Hubbard Park. If Grantee is unable to sell Hubbard Park, the Grantee at its sole option may continue with this transaction upon thirty (30) days written notice to the Grantor.

19. ADJUSTMENT FOR TAXES

Outstanding utilities and taxes due or paid shall be apportioned upon the date of delivery of the Deed to the Premises.

20. ENTIRE AGREEMENT

This Agreement represents the entire and integrated Agreement between Grantor and Grantee, and supersedes all prior negotiations, representations or agreements, either oral or written. This Agreement may be amended only by written instrument signed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement, all as of the date first above written.

SOLUTIA INC.

Grantor:

Grantee:

By, _____

By: _____

Its,

Executive Director, Dept. of Parks, Build
and Recreational Management

Approved as to Form:

By,
Its,

_____, City Solicitor

Approved:

_____, Chief Procurement Officer

Approved as to Appropriation:

_____, Comptroller

Approved:

Mayor Domenic J. Sarno

Dated:


City of Springfield

36 Court Street
Springfield, MA 01103

Meeting: 06/03/13 07:00 PM

Department: City Council

Category: General

Prepared By: Susan Kacoyannakis

Initiator: Zaida Luna

SCHEDULED

Sponsors: Ward 1 Councilor Luna, President At-Large Councilor Ferrera III

RESOLUTION (ID # 2196)

DOC ID: 2196

Comprehensive Immigration Reform

CITY OF SPRINGFIELD

In the City Council June 3, 2013

- WHEREAS, the City of Springfield strives to be a diverse and inclusive world-class urban community
where people unite to form a caring, learning, participating, sustainable community in which
each person is important, and
- WHEREAS, we believe in the human dignity of all residents, regardless of immigration status and
recognize the importance of immigrants' many contributions to the social and economic fabric
of the city, and
- WHEREAS, citizenship is an important symbol of full membership and participation in society that should
be encouraged, not barred, and
- WHEREAS, keeping families together not only is the right thing to do, but is also good for the economy
because families provide a base of support that increases productivity and spurs
entrepreneurship, and
- WHEREAS, immigration enforcement will be much more efficient and effective once the number of
undocumented immigrants in our midst is reduced due to immigration reform, and
- WHEREAS, comprehensive immigration reform must update the legal immigration system so that future flow of
immigrant workers more realistically match our nation's labor needs and are structured to protect
the wages and working conditions of U.S. and immigrant workers, and
- WHEREAS, any new worker visa program must provide for strict compliance with U.S. labor standards and
wage and hour standards, and
- WHEREAS, comprehensive immigration reform must reduce the unreasonable wait times

and arbitrary rules that
keep families separated from their loved ones, and

WHEREAS, comprehensive immigration reform enforcement provisions must restore respect for law by
promoting strict adherence to our nation's values including due process,
civil and human rights,
accountability and proportionality, and

WHEREAS, the Springfield City Council supports a Comprehensive Immigration Reform bill that keeps families
together, upholds our values as a nation, promotes economic growth, and
provides a long-term
solution to the immigration system,

NOW, THEREFORE, BE IT RESOLVED that the Springfield City Council urges the 113th Congress to enact
comprehensive immigration reform that addresses (1) earned legalization with a path to citizenship;
(2) updated future immigration of families and worker; and (3) improved immigration enforcement
and border security that is consistent with our nation's values.


City of Springfield

 36 Court Street
 Springfield, MA 01103

Meeting: 06/03/13 07:00 PM

Department: City Clerk

Category: Local Law

Prepared By: Wayman Lee

Initiator: Wayman Lee

Sponsors: President At-Large Councilor Ferrera III, Vice President At-Large Councilor Williams

ORDINANCE (ID # 2144)

DOC ID: 2144 A

City Clerk-Enumeration of Fees

ORD. NO _____

AN ORDINANCE TO AMEND the Code of the City of Springfield, Chapter 67 thereof, entitled City Clerk, to change the fee for the certified copies.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD AS FOLLOWS:

Section 1. Section 67-3 of Chapter 67, City Clerk, of the Code of the City of Springfield, is hereby amended to change the fee of four (\$4), fifteen (\$15) and twenty (\$20) dollars to five (\$5), twenty (\$20) and twenty-five (\$25) dollars, to read as follows:

§ 67-3(13). Enumeration of fees.

(13)	For furnishing certificate of birth	\$20.00
	For furnishing laminated certificate of birth	\$25.00
(13A)	For furnishing an abstract copy of birth	\$5.00

Section 2. Section 67-3 of Chapter 67, City Clerk, of the Code of the City of Springfield, is hereby amended to change the fee of fifteen dollars (\$15) to twenty dollars (\$20), to read as follows:

§ 67-3(30). Enumeration of fees.

(30)	For furnishing certificate of death	\$20.00
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Section 3. Section 67-3 of Chapter 67, City Clerk, of the Code of the City of Springfield, is hereby amended to change the fee of fifteen dollars (\$15) to twenty dollars (\$20), to read as follows:

§ 67-3(44). Enumeration of fees.

(44)	For furnishing certificate of marriage	\$20.00
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This ordinance shall become effective on July 1, 2013.

Ordinance (ID # 2144)

Meeting of June 3, 2013

Approved as to form:

Associate City Solicitor

HISTORY:

05/06/13 **City Council**

SECOND READING

Next: 06/03/13


City of Springfield

36 Court Street
Springfield, MA 01103

Meeting: 06/03/13 07:00 PM

Department: City Clerk

Category: Local Law

Prepared By: Wayman Lee

Initiator: Wayman Lee

SCHEDULED
Sponsors: President At-Large Councilor Ferrera III, Vice President At-Large Councilor Williams

ORDINANCE (ID # 2145)

DOC ID: 2145 B

Tag/Garage Sales- Chapter 351

ORD. NO _____

AN ORDINANCE TO AMEND the Code of the City of Springfield, Chapter 351 thereof, entitled Tag/Garage Sales, to change the number of sales and fee.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD AS FOLLOWS:

Section 1. Section 351-6 of Chapter 351, Tag/Garage Sales, of the Code of the City of Springfield, is hereby amended to change the number of sales per year of two (2) to four (4), to read as follows:

§ 351-6. Limit on number of sales per year.

No permit required by this chapter shall be issued for the conduct of any such sales on more than four (4) separate occasions in any calendar year at one location.

Section 2. Section 351-8 of Chapter 351, Tag/Garage Sales, of the Code of the City of Springfield, is hereby amended to change the fee from five dollars (\$5) to ten dollars (\$10) and twenty (\$20) dollars, to read as follows:

§ 351-8. Permit fee.

The fee for a permit required by this chapter for the first and second permit shall be ten (\$10) dollars.

The fee for a permit required by this chapter for the third and fourth permit shall be twenty (\$20) dollars.

This ordinance shall become effective on July 1, 2013.

Approved as to form:

Associate City Solicitor

Ordinance (ID # 2145)

Meeting of June 3, 2013

HISTORY:

05/06/13 **City Council**

SECOND READING

Next: 06/03/13



City of Springfield

36 Court Street
Springfield, MA 01103

SCHEDULED

ORDINANCE (ID # 2146)

Meeting: 06/03/13 07:00 PM
Department: City Clerk
Category: Local Law
Prepared By: Wayman Lee
Initiator: Wayman Lee
Sponsors:
DOC ID: 2146

Tobacco Sales Regulations - Chapter 362

ORD. NO _____

AN ORDINANCE TO AMEND the Code of the City of Springfield, Chapter 362 thereof, entitled Tobacco Sales Regulations, to change the fees.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD AS FOLLOWS:

Section 1. Section 362-9 of Chapter 362, Tobacco Sales Regulations, of the Code of the City of Springfield, is hereby amended to change the fee of fifty dollars (\$50) to one-hundred dollars (\$100), to read as follows:

§ 362-9(H). Permit for Location and sales of tobacco required.

- (H) The fee for a one-year tobacco retailer's permit for location and sales is one hundred \$100.00 for each tobacco retail location. \$100.00

Section 2. Section 362-9 of Chapter 362, Tobacco Sales Regulations, of the Code of the City of Springfield, is hereby amended to add new subsection (K) which includes a fee of two-hundred and fifty dollars (\$250), to read as follows:

§ 362-9(K). Permit for Location and sales of tobacco required.

- (K) After January 1, 2013, all "smoking bars" will be required to hold and maintain a valid "Smoking Bar Permit" from the city of Springfield for each location at which tobacco products are sold. A "smoking bar", for the purposes of this regulation, shall mean "an establishment that primarily is engaged in the retail sale of tobacco products for consumption by customers on the premises and is required by Mass. General Law Ch. 270, §22 to maintain a valid permit to operate a smoking bar issued by the Massachusetts Department of Revenue. "Smoking bar" shall include, but not be limited to, those establishments that are commonly known as "cigar bars" and "hookah bars". The Smoking Bar Permit replaces the Permit for Location and Sales. The fee for a one (1) year Smoking Bar Permit is two hundred and fifty dollars (\$250.00) for each location. \$250.00

Section 3. Section 362-9 of Chapter 362, Tobacco Sales Regulations, of the Code of the City of Springfield, is hereby amended to add new subsection (L) which includes a fee of two-hundred and fifty dollars (\$250), to read as follows:

§ 362-9(L). Permit for Location and sales of tobacco required.

(L)

After January 1, 2013, all theatrical performances upon a stage or in the course of a professional film production which includes smoking as part of the performance or production will be required to hold and maintain a valid "Performance Smoking Permit" from the city of Springfield. The fee for a one (1) year Performance Smoking Permit is two hundred and fifty dollars (\$250.00).

\$250.00

Section 4. Section 362-11 of Chapter 362, Tobacco Sales Regulations, of the Code of the City of Springfield, is hereby amended to read as follows:

§ 362-11(A). Penalties, fines, and suspension of permits

- (A) Any permit holder who fails to comply with §§362-4 through 362-9 of this chapter shall be punished by a fine of \$100.

Section 5. Section 362-11 of Chapter 362, Tobacco Sales Regulations, of the Code of the City of Springfield, is hereby amended to read as follows:

§ 362-11(C). Penalties, fines, and suspension of permits

- (C) The permit holder in charge of the area permitted for tobacco sales involved in a violation of §362-3 or §362-8 of this chapter shall receive:
- (1) In the case of a first violation, the permit holder in charge of the area permitted for tobacco sales, or persons not in compliance with the provisions of this chapter, shall receive a of \$100. The Springfield Department of Health and Human Services shall give the permit holder notification of the ordinance, educational information and make the permit holder aware of the Springfield Department of Health and Human Services' availability to conduct workshops related to the Massachusetts state laws and the local ordinance on the illegal sales of cigarettes/tobacco products to minors. The permit holder shall also be informed of what constitutes a violation, penalties and enforcement of the ordinance.
 - (2) In the case of two violations within a fifteen-month period, the permit holder in charge of the area permitted for tobacco sales or persons (other than an employee) not in compliance with the provisions of §362-3 of this chapter shall receive a of \$200.
 - (3) In the case of three violations within a fifteen-month period, the permit holder in charge of the area permitted for tobacco sales or persons (other than an employee) not in compliance with the provisions of this chapter shall receive a of \$300 and the tobacco sales permit shall be suspended for seven consecutive business days.

- (4) In the case of four violations within a fifteen-month period, the permit holder in charge of the area permitted for tobacco sales or persons (other than an employee) not in compliance with the provisions of this chapter shall receive a of \$300 and the tobacco sales permit shall be suspended for 30 consecutive business days.
- (5) In the case of five violations within a fifteen-month period, the permit holder in charge of the area permitted for tobacco sales or person (other than an employee) not in compliance with the provisions of this chapter shall receive a of \$300 and the tobacco sales permit shall be revoked for the remainder of the current permit term or 12 months, whichever period is longer.

Approved as to form:

Associate City Solicitor

HISTORY:

05/06/13 **City Council**

SECOND READING

Next: 06/03/13


City of Springfield

36 Court Street
Springfield, MA 01103

SCHEDULED
ORDINANCE (ID # 2124)

Meeting: 06/03/13 07:00 PM

Department: Law

Category: Local Law

Prepared By: Anthony I. Wilson

Initiator: Anthony I. Wilson

Sponsors: Fenton, Williams, Allen, Twiggs, Walsh

DOC ID: 2124

Residency Requirements - Chapter 73

Residency Requirements

ORD. NO. ____

AN ORDINANCE (A LOCAL LAW) TO AMEND the Code of the City of Springfield, Article II of Chapter 73 thereof, entitled Residency Requirements, by deleting and repealing section 70.

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

Section 1. Section 13 of Article II of Chapter 73, Residency Requirements, of the Code of the City of Springfield, is hereby amended to read as follows:

WAIVER. The provisions of this chapter may be waived only in the manner described herein. All requests for waiver shall be submitted in writing to the Director of Labor Relations. The Director of Labor Relations shall forward the request to the Mayor and City Council. With the request, the Director of Labor Relations shall provide details about the job posting including, but not limited to: the date the job was posted, the date the posting was closed, the number of applicants who applied, and the number of Springfield residents who applied. After the request is forwarded to the Mayor and the City Council, the job posting will be opened for a second time for a period not less than seven days. The posting will be publicly posted on the City's website.

If a candidate, who meets the minimum qualifications for the posted position and who resided within the City of Springfield, does not apply for the position, then the Mayor, in his sole discretion, may grant the waiver. Any such waiver granted by the Mayor must be forwarded directly to the City Council for purposes of notification. Nothing in this Section shall be deemed to invalidate waivers granted by the Mayor or the Control Board prior to January 1, 2014 nor shall this Section restrict the Mayor to make reappointments to existing city employees.

A department head or deputy department head shall not be eligible for a waiver of the residency requirement.

HISTORY:

05/06/13 City Council

SECOND READING

Next: 06/03/13



City of Springfield

36 Court Street
Springfield, MA 01103

Meeting: 06/03/13 07:00 PM

Department: City Clerk

Category: General

Prepared By: Wayman Lee

Initiator: Wayman Lee

SCHEDULED

Sponsors: President At-Large Councilor Ferrera III, Ward 2 Councilor Fenton

RESOLUTION (ID # 2215)

DOC ID: 2215

Resolve - DYS Group Home

- WHEREAS, the Commonwealth of Massachusetts Department of Youth Services (“DYS”) is seeking to purchase a single family home at 100 Green Lane in the Atwater Park Neighborhood in order to operate the facility as a group home, and
- WHEREAS, the DYS proposal violates the residential nature of Springfield’s Residence-A single family zone, and
- WHEREAS, the DYS proposal would be a detriment to the Atwater Park Neighborhood which is currently a desirable place for middle class families to live and raise their families in the city, and
- WHEREAS, over sixty neighborhood residents met on June 2, 2013 with several state and local elected officials to express the neighborhood’s strong opposition to a DYS group home in Atwater Park, and
- WHEREAS, Atwater Park is an inappropriate location for a group home,
- NOW, THEREFORE, BE IT RESOLVED that the Springfield City Council urges the Commonwealth of Massachusetts Department of Youth Services to hereby withdraw its plans to place a group home at 100 Green Lane.