



CITY OF SPRINGFIELD

City Clerk's Office 10/16/2013 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 October 21, 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 October 21, 2013 at Springfield City Hall -- Council Chambers, 36 Court Street, Springfield, MA.

Communications

- (1.) September Revenue Vs. Expenditure Report (Mayor Sarno)

ATTACHMENTS:

- September Revenue vs Expenditure Report (PDF)

Committee Reports

- (1.) Finance Committee Report

Confirmation

- (1.) Appointment - Confirmation - Water Sewer Commission - Vanessa Otero (Mayor Sarno)
(2.) Appointment - Confirmation - Historical Commission - Benjamin Murphy and Steve Shultis (Mayor Sarno)

Financial Orders

- (1.) FY14 City Council Pay Increase - \$32,500.00 (Mayor Sarno)

ATTACHMENTS:

- CAFO Certification City Council Pay Raise (PDF)

- (2.) FY14 Mayor Pay Increase - \$19,846.14 ()

ATTACHMENTS:

- CAFO Certification Mayor Pay Raise (PDF)

- (3.) Budget Transfer Across Departments \$215,417 (Mayor Sarno)
\$215,417

ATTACHMENTS:

- CAFO Certification Foreclosure Ord (DOCX)

- (4.) Budget Transfer W/In a Department \$32,000 (Mayor Sarno)
\$32,000

ATTACHMENTS:

- CAFO Certification HR_LR (PDF)

Orders

- (1.) Bond Authorization - Boston Road - \$1,500,000 (Mayor Sarno)

ATTACHMENTS:

- CAFO Certification Boston Road (DOCX)

- (2.) Municipal Election - Polling Places - November 5, 2013 (Mayor Sarno)

- (3.) Order Approving an Agreement with the Springfield Business Improvement District (Mayor Sarno)

ATTACHMENTS:

- 201310020927 - Memorandum of Understanding Between the City and the Springfield Business Improvement District (PDF)

- (4.) Comcast Grant Acceptance - \$80,000 (Mayor Sarno)

ATTACHMENTS:

- FY14 Comcast Grant (PDF)

- (5.) Order Authorizing Mayor to Execute Quitclaim Deed for Sale of NS Central St. (02560-0071), NS Central St. (02560-0072), and NS Central St. (02560-0073) to North End Housing Initiative, Inc. (Mayor Sarno)

- (6.) Bill of Prior Year - Treasurer - \$3,000 (Mayor Sarno)

ATTACHMENTS:

- Grant Thornton Invoice (PDF)
- CAFO Certification Treasurer Grant Thornton (DOCX)

- (7.) Order Authorizing Mayor to Execute Quitclaim Deed for Sale of WS Mooreland St. (08825-0004) to Witman Properties, Inc. (Mayor Sarno)

- (8.) An Order Appropriating Funds for the Eminent Domain Taking of Temporary and Permanent Easements for the Sumner Avenue -Allen Street Transportation Improvement Project (Mayor Sarno)

Appropriation of \$17,580 from the DPW Chapter 90 Fund Account

ATTACHMENTS:

- CAFO certification for City Council order #2380 (PDF)

- (9.) Order of Taking of Temporary and Permanent Easements for the Sumner Avenue - Allen Street Transportation Improvement Project (Mayor Sarno)

The Order of Taking awards damages of \$17,580.00 to property owners. There is a separate appropriation order on the agenda to fund these awards.

- (10.) Fire Donations (3) - \$175.00 (Mayor Sarno)

ATTACHMENTS:

- Fire donations x3 (PDF)

- (11.) Byrne JAG Grant - \$157,193 - No Match (Mayor Sarno)

ATTACHMENTS:

- Byrne-JAG award letter (PDF)

- (12.) SSYI Grant - \$376,375 - No Match (Mayor Sarno)

ATTACHMENTS:

- SSYI FY14 (PDF)

- (13.) Order Authorizing Contracts Over 3 Years for School Transportation Services (Mayor Sarno)

- (14.) Municipal Election Warrant - November 5, 2013 (Mayor Sarno)

Ordinances

- (1.) (ID # 2325) - Pawnbrokers and Junk Dealers
- (2.) ORD-2013-7 - City Council Compensation - Second Step
- (3.) ORD-2013-8 - Chapter 61 Section 5 Compensation -Mayor's Compensation - Second Step

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 ferrera (PDF)

Planning Board Zone Change Report

- (1.) By Amending Article 2, Section 2.2 by Adding the Definition of a "Medical Marijuana Treatment Center" and by Amending Article 4 by Adding Section 4.7.100- "Interim Regulations for Medical Marijuana Treatment Centers". Interim Regulations for Medical Marijuana Treatment Centers Recommend Residence B to Business A

PETITIONER:

Springfield Planning Board

ADDRESS:

City Wide

CHANGE REQUESTED:

See Above

ATTACHMENTS:

- 3152_Medical_Marijuana_2013(PDF)
- 3152_MM_Interim_Regulations_2013_CC (PDF)

Resolutions

- (1.) House Bill 1455 Senate Bill 633

XI. Suspension Rule 12

- (1.) Pawnbrokers Moratorium (President At-Large Councilor Ferrera III, Vice President At-Large Councilor Williams, Ward 1 Councilor Luna, Ward 8 Councilor Lysak, At-Large Councilor Walsh)



City of Springfield

ADOPTED

Meeting: 10/21/13 07:00 PM
Initiator: Pat Burns
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2387

2.1

September Revenue Vs. Expenditure Report (Mayor Sarno)

RESULT: RECEIVE REPORT

Statement of Revenues and Other Sources,
and Expenditures and Other Uses
Budget and Actual - General Fund

For the period ended
09/30/13

Revenues and Other Sources:	Revised Budget	Actual	Variance Over/(Under)	%
Real Estate & Personal Property Taxes	\$ 165,624,697	\$ 41,742,978	\$ (123,881,719)	25%
Real Estate & Personal Property Taxes - Tax Liens	-	1,060,282	1,060,282	0%
Motor Vehicle Excise	8,800,000	1,093,583	(7,706,417)	12%
Penalties, interest and other taxes	5,054,500	775,293	(4,279,207)	15%
Charges for Services	12,892,275	5,054,802	(7,837,473)	39%
Intergovernmental	338,346,131	84,231,005	(254,115,126)	25%
MSBA Payments	15,987,228	-	(15,987,228)	0%
Licenses and Permits	4,635,740	818,295	(3,817,445)	18%
Fines and Forfeits	339,250	94,490	(244,760)	28%
Interest earned on Investments	1,185,179	106,078	(1,079,101)	9%
Miscellaneous	6,368,818	33,006	(6,335,812)	1%
FY 2013 Net School Spending Shortfall (a.)	27,374,666	27,374,666	-	100%
Stabilization Reserves	7,350,000	7,350,000	-	100%
Other Financing Sources	5,295,020	5,295,020	-	100%
Total Revenues and Other Sources	599,253,504	175,029,499	(424,224,005)	29%
Expenditures and Other Uses:				
General government	19,872,315	6,456,597	13,415,718	32%
Public safety				
Police	38,776,603	8,280,417	30,496,186	21%
Fire	19,486,362	4,914,158	14,572,204	25%
Centralized Dispatch	1,738,594	425,006	1,313,588	24%
Other	3,297,832	1,267,657	2,030,175	38%
Health and Welfare	5,169,721	1,301,718	3,868,003	25%
Public works	10,227,390	5,295,769	4,931,622	52%
Education	385,243,389	88,721,393	296,521,997	23%
Culture and recreation	11,697,811	4,583,074	7,114,737	39%
Pension and fringe	53,111,269	32,769,958	20,341,311	62%
State and district assessments	3,245,637	792,130	2,453,507	24%
Debt Service	40,759,110	33,093,730	7,665,380	81%
Pay as you go Capital	2,095,020	272,410	1,822,610	13%
Other Financing Use - Trash Enterprise Supplement	4,532,450	4,532,450	-	100%
Total Expenditures and Other Uses	599,253,504	192,706,466	406,547,038	32%
Excess (deficiency) of revenues and other sources over expenditures and other uses	<u>\$ -</u>	<u>\$ (17,676,967)</u>	<u>\$ (17,676,967)</u>	

(a.) The FY 2013 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
09/30/13

Expenditures and Other Uses:	Original Budget	Transfers In/(Out)	Revised Budget	Expenditure	Encumbrance	Variance Over/(Under)	%
General government	19,872,315	-	19,872,315	4,874,219	1,582,378	13,415,718	32%
Public safety							
Police	38,776,603	-	38,776,603	7,695,283	585,134	30,496,186	21%
Fire	19,486,362	-	19,486,362	4,588,087	326,071	14,572,204	25%
Centralized Dispatch	1,738,594	-	1,738,594	410,374	14,632	1,313,588	24%
Other	3,297,832	-	3,297,832	684,292	583,365	2,030,175	38%
Health and Welfare	5,169,721	-	5,169,721	1,257,911	43,807	3,868,003	25%
Public works	10,227,390	-	10,227,390	4,680,201	615,567	4,931,622	52%
Education	357,868,723	27,374,666	385,243,389	60,893,585	27,827,808	296,521,997	23%
Culture and recreation	11,697,811	-	11,697,811	3,035,829	1,547,245	7,114,737	39%
Pension and fringe	53,111,269	-	53,111,269	32,109,958	660,000	20,341,311	62%
State and district assessments	3,245,637	-	3,245,637	792,130	-	2,453,507	24%
Debt Service	40,759,110	-	40,759,110	33,093,730	-	7,665,380	81%
Pay as you go Capital	2,095,020	-	2,095,020	-	272,410	1,822,610	13%
Other Financing Use - Trash Enterprise Supplement	4,532,450	-	4,532,450	4,532,450	-	-	100%
Total Expenditures and Other Uses	571,878,836	27,374,666	599,253,504	158,648,050	34,058,416	406,547,038	32%

**City of Springfield**

36 Court Street
Springfield, MA 01103

Meeting: 10/21/13 07:00 PM

Department: City Clerk

Category: General

Prepared By: Wayman Lee

Initiator: Wayman Lee

Sponsors: Ward 5 Councilor Clodo Concepcion

DOC ID: 2394 A

COMPLETED

COMMITTEE REPORT (ID # 2394)

Finance Committee Report

RESULT: RECEIVED REPORT



City of Springfield

TABLED

Meeting: 10/21/13 07:00 PM
Initiator: Wayman Lee
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2388

4.1

Appointment - Confirmation - Water Sewer Commission - Vanessa Otero (Mayor Sarno)

The appointment by Mayor of Vanessa Otero as a member of the Water and Sewer Commission until June 30, 2016 has been referred to the City Council Maintenance & Development Committee.



City of Springfield

TABLED

Meeting: 10/21/13 07:00 PM
Initiator: Wayman Lee
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2389

4.2

Appointment - Confirmation - Historical Commission - Benjamin Murphy and Steve Shultis (Mayor Sarno)

The appointment by Mayor of Benjamin Murphy and Steve Shultis as a members of the Historical Commission until the first Monday in September 2016 has been referred to the City Council Planning and Economic Development Committee.



City of Springfield

ADOPTED

Meeting: 10/21/13 07:00 PM
Initiator: Lindsay B. Hackett
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2381

5.1

FY14 City Council Pay Increase - \$32,500.00 (Mayor Sarno)

Fiscal Year 2014 Budget Appropriations Order
July 1, 2013 to June 30, 2014
Date of Vote: October 21, 2013

General Fund

WHEREAS, to meet the expenses of the City of Springfield, including the Department of the Mayor, for the fiscal year commencing July 1, 2013 and ending June 30, 2014 (FY'14), General Fund Appropriations in the amount of \$32,500.26 as itemized below as hereby voted from the following sources, pursuant to Massachusetts General Laws Chapter 44, Section 32, and Chapter 468 of the Acts of 2008, and the recommendations of his Honor the Mayor.

WHEREAS, after reviewing this order, the Chief Administrative and Financial Officer has certified to the Mayor and City Council, that in his professional opinion, after an evaluation of all pertinent financial information reasonably available, the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in the 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.

NOW THEREFORE BE IT ORDERED, that no departments incur liabilities against an appropriation in excess of the unencumbered balance thereof

IT IS FURTHER ORDERED, that the City Council approves the Appropriations as itemized below to meet the expenses of the City Council department.

SOURCES

0100-10-190-0000-0000-0080-000000-0000000-485000:

PBRM/Refund of Prior Year Expense:

\$32,500.26

TOTAL:

\$32,500.26

USES

0100-10-111-0000-0000-0010-000000-0000000-501000:

City Council - Salaries & Wages:

\$32,500.26

TOTAL:

\$32,500.26

RESULT:	ADOPTED [8 TO 5]
MOVER:	E. Henry Twiggs, Ward 4 Councilor
SECONDER:	Kateri B. Walsh, At-Large Councilor
AYES:	Williams, Twiggs, Luna, Shea, Fenton, Walsh, Allen, Edwards
NAYS:	Rooke, Lysak, Ashe, Concepcion, Ferrera III

City of Springfield
36 Court Street
Springfield, MA 01103



Division of Administration
and Finance

To: Springfield City Council
From: Timothy J. Plante, Chief Administrative & Financial Officer
Date: October 16, 2013
Re: Order for Council Meeting – 10/21/13
Cc: Mayor Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the October 21, 2013 Council meeting, which transfers \$32,500.00 from the estimated receipts to fund the pay increase for the Springfield City Council.

Background: The City Council amended local ordinance Section 1 of Chapter 61, approving an increase in compensation from \$14,500.00 to \$19,500.00 for Council members and from \$15,000.00 to \$20,000.00 for the Council President, effective January 1, 2014. The increase for this year will be funded from estimated receipts.

CAFO Certification: This memorandum will confirm that in my professional opinion, as the 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 City Council Pay Raise (2381 : FY14 City Council Pay Increase - \$32,500.26)



City of Springfield

ADOPTED

Meeting: 10/21/13 07:00 PM

Initiator: Mitchell Doty

Sponsors:

DOC ID: 2379 A

5.2

FY14 Mayor Pay Increase - \$19,846.14 ()

Fiscal Year 2014 Budget Appropriations Order

July 1, 2013 to June 30, 2014

Date of Vote: October 21, 2013

General Fund

WHEREAS, to meet the expenses of the City of Springfield, including the Department of the Mayor, for the fiscal year commencing July 1, 2013 and ending June 30, 2014 (FY'14), General Fund Appropriations in the amount of \$19,846.14 itemized below as hereby voted from the following sources, pursuant to Massachusetts General Laws Chapter 44, Section 32, and Chapter 468 of the Acts of 2008, and the recommendations of his Honor the Mayor.

WHEREAS, after reviewing this order, the Chief Administrative and Financial Officer has certified to the Mayor and City Council, that in his professional opinion, after an evaluation of all pertinent financial information reasonably available, the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in the 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.

NOW THEREFORE BE IT ORDERED, that no departments incur liabilities against an appropriation in excess of the unencumbered balance thereof

IT IS FURTHER ORDERED, that the City Council approves the Appropriations as itemized below to meet the expenses of the Mayor's Office for Fiscal Year 2014.

SOURCES

0100-10-190-0000-0000-0080-000000-0000000-485000:

Estimated Receipts: \$19,846.14

TOTAL: \$19,846.14

USES

0100-10-121-0000-0000-0010-000000-0000000-501000:

Mayor - Salaries & Wages \$19,846.14

TOTAL: \$19,846.14

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Timothy J. Rooke, At-Large Councilor
SECONDER:	Timothy C. Allen, Ward 7 Councilor
AYES:	Williams, Twiggs, Rooke, Luna, Shea, Fenton, Lysak, Walsh, Allen, Edwards, Ashe, Concepcion, Ferrera III

City of Springfield
36 Court Street
Springfield, MA 01103



Office of Management
and Budget

To: Springfield City Council
From: Timothy J. Plante , Chief Administrative & Financial Officer
Date: October 15, 2013
Re: Order for Council Meeting – 10/21/2013
Cc: Mayor Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the October 21, 2013 Council meeting which appropriates \$19,846.14 to the Mayor – Salaries & Wages line item to fund the pay increase for the Springfield Mayor.

Background: The salary for the City's Mayor was established by ordinance in 1988 to be \$65,000, and was last updated to an annual compensation of \$95,000 in 1996.

The Mayor's salary has not kept pace with increases in the cost of living and inflation, or with comparable regional cities.

- According to the Bureau of Labor Statistics CPI Inflation Calculator, in 2013, to be comparable with the 1996 value of a \$95,000 salary, the City would need to pay the Mayor \$141,608.13. The current figure of \$135,000 is still below this amount.
- Currently, at \$95,000, Springfield pays its mayor significantly less in real dollars and as a portion of both population and total budget than all comparable regional cities. Increasing the Mayor's salary to \$135,000 will help the City keep pace with comparable regional cities in this regard, and will match the figure agreed upon by external organizations like the Springfield Chamber of Commerce.

By law, a salary increase for the Mayor cannot take effect until the next calendar year and will therefore take effect January 1, 2014. At current salary levels, the Mayor's pay (from January through July, 2014) will be \$47,865.30, however, increasing the overall salary to \$135,000 will require \$67,711.44, and a \$19,846.14 appropriation from estimated receipts, to the Mayor – Salary & Wages line item, to adequately and fully fund the Mayor's department budget for the second half of FY2014.

CAFO Certification: This memorandum will confirm that in my professional opinion, as the 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

Attachment: CAFO Certification Mayor Pay Raise (2379 : FY14 Mayor Pay Increase - \$19,846.14)

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.



City of Springfield

ADOPTED

Meeting: 10/21/13 07:00 PM
Initiator: Jennifer Winkler
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2369

5.3

Budget Transfer Across Departments \$215,417 (Mayor Sarno)

WHEREAS, to meet the expenses of the City of Springfield for the fiscal year commencing July 1, 2013 and ending June 30, 2014 (FY'14), pursuant to Mass. Gen. Laws ch. 44, Section 33B, and Chapter 468 of the Acts of 2008, the Chief Administrative and Financial Officer and his Honor the Mayor have requested authorization from the City Council to transfer the sum of \$215,417 from the Benefits-Early Retirement to Various Departments in order to fund the implementation of the amended Foreclosure Ordinance

WHEREAS, the Finance Department and Timothy J Plante, whose Department is in control of the appropriation from which the transfer is proposed to be made, has approved this transfer,

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

NOW THEREFORE BE IT ORDERED, that the City Council approves the transfer of the sum of \$215,417 from Benefits-Early Retirement to Various Departments in order to fund the implementation of the amended Foreclosure Ordinance and meet the expenses of the City of Springfield for Fiscal Year 2014.

From: Finance - Salary and Wages

0100-10-133-0000-0000-0010-000000-0000000-501000 \$215,417

To: Code Enforcement Buildings- Salaries

0100-20-241-2410-0000-0090-000000-0000000-501000- \$58,000

To: Code Enforcement Buildings- Office Supplies

0100-20-241-2410-0000-0090-000000-0000000-542010- \$10,000

To: Finance - Pay-Go- Office Supplies - Vehicles

0100-10-133-0000-0000-0010-000000-0000000-580700-CWVEH \$18,000

To: Code Enforcement Buildings - Homeless- Salaries

0100-20-242-2422-0000-0040-000000-0000000-501000- \$33,334

To: Code Enforcement Buildings - Homeless- Office Supplies

0100-20-242-2422-0000-0040-000000-0000000-542010- \$1,000

To: Law- Code - Salaries

0100-10-151-0000-0000-0010-000000-0000000-501000- \$32,083

To: Law- Code - Legal Fees
0100-10-151-1511-0000-0010-000000-0000000-530900- \$30,000
To: Treasurer - Professional Services
0100-10-145-0000-0000-0010-000000-0000000-530105- \$18,000
To: IT - Software
0100-10-155-1550-0000-0010-000000-0000000-542300- \$15,000

FINANCIAL IMPACT:

\$215,417

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Bud L. Williams, Vice President At-Large Councilor
SECONDER:	Melvin A. Edwards, Ward 3 Councilor
AYES:	Williams, Twiggs, Rooke, Luna, Shea, Fenton, Lysak, Walsh, Allen, Edwards, Ashe, Concepcion, Ferrera III

City of Springfield
36 Court Street
Springfield, MA 01103



Office of Management
and Budget

To: Springfield City Council
From: Timothy J. Plante , Chief Administrative & Financial Officer
Date: October 7, 2013
Re: Order for Council Meeting – 10/7/2013
Cc: Mayor Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the October 7, 2013 Council meeting which transfers \$215,417 from the Finance Salaries line to Various Departmental line items to fund the implementation of the amended Foreclosure Ordinance.

Background: The City Council amended Title 7, Chapter 7.50 of the City's Ordinances related to vacant and foreclosed properties in November 2011. The updated ordinance requires the foreclosing entity to post a bond of "not less than \$10,000 to secure the continued maintenance of the property throughout its vacancy and remunerate the city for any expenses incurred in inspecting, securing, marking or making such building safe." The City would retain a portion of this bond as an administrative fee to oversee implementation and compliance with the ordinance.

Due to challenges from lending institutions regarding the legality of the ordinance, the City was not able to immediately implement the ordinance as adopted. As a proactive measure, however, internal meetings have taken place to establish policies and procedures for implementation. With those challenges now decided in favor of the City, we are ready to begin enforcing compliance.

CAFO Certification: This memorandum will confirm that in my professional opinion, as the 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 Foreclosure Ord (2369 : Budget Transfer Across Departments \$215,417)



City of Springfield

ADOPTED

Meeting: 10/21/13 07:00 PM
Initiator: Ronald Molina-Brantley
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2311 A

5.4

Budget Transfer W/In a Department \$32,000 (Mayor Sarno)

WHEREAS, to assist with the increasing case load for the City of Springfield for the fiscal year commencing July 1, 2013 and ending June 30, 2014 (FY'14), pursuant to Mass. Gen. Laws ch. 44, Section 33B, and Chapter 468 of the Acts of 2008, the Chief Administrative and Financial Officer and his Honor the Mayor have requested authorization from the City Council to transfer the sum of \$32,000 from the Human Resources / Labor Relations department Salaries and Wages to the Human Resources / Labor Relations, OTPS in order to contract with a Labor Relations firm to help expedite the department's case load

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

NOW THEREFORE BE IT ORDERED, that the City Council approves the transfer of the sum of \$32,000 from the Human Resources / Labor Relations department Salaries and Wages to the Human Resources / Labor Relations, OTPS in order to contract with a Labor Relations firm to help expedite the department's case load.

From: Personnel - Salaries & Wages

0100-10-152-0000-0000-0010-000000-0000000-501000- \$32,000.00

To: Personnel - Professional Services

0100-10-152-0000-0000-0010-000000-0000000-530105- \$32,000.00

FINANCIAL IMPACT:

\$32,000

RESULT:	ADOPTED [12 TO 1]
MOVER:	Michael A. Fenton, Ward 2 Councilor
SECONDER:	Kenneth E. Shea, Ward 6 Councilor
AYES:	Williams, Twiggs, Rooke, Luna, Shea, Fenton, Lysak, Walsh, Allen, Edwards, Ashe, Concepcion
NAYS:	James J. Ferrera III

City of Springfield
36 Court Street
Springfield, MA 01103



Office of Management
and Budget

To: Springfield City Council
From: Timothy J. Plante, Chief Administrative & Financial Officer
Date: 9/9/2013
Re: Order for Council Meeting – 9/9/2013
Cc: Mayor Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the September 9, 2013 Council meeting which authorizes a transfer of funds in the FY14 Operating Budget between Human Resources - Personal Services and OTPS.

Background: The Human Resource / Labor Relations department has proposed to enter into a professional services contract with the Law offices of Scibelli & ViVenzio, P.C., in order to provide a part time attorney to help assist with the increasing case load in the Labor department. The initial cost for this contract, in FY14, will be \$31,667. Currently the labor department is facing a significant problem with the steady increase in open cases. The department currently has 105 open cases, with one Full Time attorney, and one Part Time attorney. In 2011 and 2012 the department had three Full Time attorneys working on 103 and 107 open cases.

In addition to conducting all labor relations matters for the City and its departments, which also includes the Springfield Public Schools, the labor relations department is currently understaffed due to unforeseen circumstances. By hiring a part time attorney to help assist with open cases is a creative solution that will help the department negotiate collective bargaining agreements, settlements with unions, and advocating on behalf of the City at Arbitrations to name a few.

CAFO Certification: This memorandum will confirm that in my professional opinion, as the 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 HR_LR (2311 : Budget Transfer W/In a Department \$32,000)



City of Springfield

ADOPTED

Meeting: 10/21/13 07:00 PM
Initiator: Ronald Molina-Brantley
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2376

6.1

Bond Authorization - Boston Road - \$1,500,000 (Mayor Sarno)

ORDERED: That the City hereby appropriates the sum of \$1,500,000 to pay costs of infrastructure and streetscape improvements for the Boston Road Corridor, including the payment of any and all other costs incidental or related thereto, and that to meet this appropriation, the City Treasurer, with the approval of the Mayor, is authorized to borrow said amount under and pursuant to Chapter 44, Sections 7 and 8 of the General Laws, or pursuant to any other enabling authority, and to issue bonds or notes of the City therefore; that the Mayor is authorized to contract for and expend any federal or state aid available for the project, provided that the amount of the authorized borrowing shall be reduced by the amount of such aid received prior to the issuance of bonds or notes under this order, and that the Mayor is authorized to take any other action necessary or convenient to carry out this project and;

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

WHEREAS, the order requires a two-thirds vote by the City Council and;

FURTHER ORDERED: That the City Treasurer is authorized to file an application with The Commonwealth of Massachusetts' Municipal Finance Oversight Board to qualify under Chapter 44A of the General Laws any and all bonds or notes of the City authorized by this vote, and to provide such information and execute such documents as the Municipal Finance Oversight Board of The Commonwealth of Massachusetts may require.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John A. Lysak, Ward 8 Councilor
SECONDER:	Timothy C. Allen, Ward 7 Councilor
AYES:	Williams, Twiggs, Rooke, Luna, Shea, Fenton, Lysak, Walsh, Allen, Edwards, Ashe, Concepcion, Ferrera III

City of Springfield
36 Court Street
Springfield, MA 01103



Office of Management
and Budget

To: Springfield City Council
From: Timothy J. Plante, Chief Administrative & Financial Officer
Date: 10/16/2013
Re: Order for Council Meeting – 10/21/2013
Cc: Mayor Sarno

Purpose: The purpose of this order is to provide an explanation of the order sponsored by the Mayor for the October 21, 2013 Council meeting, which authorizes the City to borrow an additional \$1,500,000 to pay for the cost of improvements to the Boston Road Corridor. On May 6, 2013 the Council authorized the City to borrow \$4,500,000, however after bids were received, the lowest bid came in at \$5,979,489.30.

Background: The Departments of Public Works and Planning and Economic Development along with the Capital Improvement Committee have identified the Boston Road corridor project as a Priority A project which is expected to generate a return on investment by attracting national chain stores to the neighborhood. The project scope will cover the section from Pasco Road to the Wilbraham Line and projected to cost \$7.3 million. MassDOT has earmarked \$1.4 million for the project and the City will borrow the remaining \$6,000,000 million.

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 Boston Road (2376 : Bond Authorization - Boston Road - \$1,500,000)



City of Springfield

ADOPTED

Meeting: 10/21/13 07:00 PM
Initiator: Wayman Lee
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2378

6.2

Municipal Election - Polling Places - November 5, 2013 (Mayor Sarno)

CITY OF SPRINGFIELD

In the City Council October 16, 20133

ORDERED, that the polling places for the **MUNICIPAL ELECTION** to be held in the City of Springfield on **TUESDAY, NOVEMBER 5, 2013** be and they are hereby designated as follows:

WARD 1

- A. RIVERVIEW ADMINISTRATION BLDG. 82 DIVISION STREET
- B. RIVERVIEW ADMINISTRATION BLDG.82 DIVISION STREET
- C. NEW NORTH CITIZEN'S COUNCIL DROP IN CENTER.....2584 MAIN STREET
- D. BAY STATE PLACE414 CHESTNUT STREET
- E. BAY STATE PLACE414 CHESTNUT STREET
- F. HOBBY CLUB309 CHESTNUT STREET
- G. FIRE DEPT. HEADQUARTERS.....SPRING & WORTHINGTON STREETS
- H. THE GOOD LIFE CENTER.1600 E. COLUMBUS AVE

WARD 2

- A. SPRINGFIELD BOYS AND GIRLS CLUB481 CAREW STREET
- B. SPRINGFIELD BOYS AND GIRLS CLUB481 CAREW STREET
- C. SPRINGFIELD BOYS AND GIRLS CLUB481 CAREW STREET
- D. VAN SICKLE SCHOOL, GYM1170 CAREW STREET
- E. VAN SICKLE SCHOOL, GYM1170 CAREW STREET
- F. SAFETY COMPLEX.1212 CAREW STREET
- G. BOWLES SCHOOL24 BOWLES PARK
- H. VAN SICKLE SCHOOL, GYM1170 CAREW STREET

WARD 3

- A. EMERSON HALL (Next to Mason Wright Retirement Community) 439 UNION STREET
- B. GENTILE APARTMENTS, COMMUNITY RM.85 WILLIAM STREET
- C. GENTILE APARTMENTS, COMMUNITY RM.85 WILLIAM STREET
- D. JC WILLIAMS COMMUNITY CTR 116 FLORENCE STREET
- E. JC WILLIAMS COMMUNITY CTR 116 FLORENCE STREET
- F. HOLY NAME CHURCH/SOCIAL CENTER.323 DICKINSON STREET
- G. HOLY NAME CHURCH/SOCIAL CENTER323 DICKINSON STREET
- H. SPRINGFIELD WESLEYAN CHURCH 98 WHITE STREET

WARD 4

- A. REBECCA M. JOHNSON SCHOOL55 CATHERINE STREET
- B. REBECCA M. JOHNSON SCHOOL55 CATHERINE STREET
- C. MASON SQUARE LIBRARY.765 STATE STREET
- D. HIGHLAND HOUSE, INC..250 OAK GROVE AVENUE
- E. MASON SQUARE FIRE STATION 33 EASTERN AVENUE
- F. AIC SPRAGUE CULTURAL ARTS CENTER..... 1053 STATE ST (Corner of Homer)
- G. INDEPENDENCE HOUSE.1475 ROOSEVELT AVENUE
- H. AIC SPRAGUE CULTURAL ARTS CENTER1053 STATE ST (Corner of Homer)

WARD 5

- A. HIGH SCHOOL OF SCENCE & TECH. 1250 STATE & ALTON STREET
- B. HIGH SCHOOL OF SCIENCE & TECH1250 STATE & ALTON STREET
- C. MARY LYNCH SCHOOL 315 NORTH BRANCH PARKWAY
- D. GREENLEAF COMMUNITY CENTER 1188 ½ PARKER STREET

E.	PINE POINT LIBRARY	204 BOSTON ROAD
F.	DUGGAN MIDDLE SCHOOL	1015 WILBRAHAM
ROAD		
G.	GREENLEAF COMMUNITY CENTER	1188 ½ PARKER
STREET		
H.	CHURCH OF THE ACRES... ..	1383 WILBRAHAM
ROAD		

WARD 6

A.	FOREST PARK LIBRARY COMMUNITY ROOM.....	380 BELMONT AVE (TEMP)
B.	FOREST PARK LIBRARY COMMUNITY ROOM.....	380 BELMONT AVE (TEMP)
C.	FOREST PARK COMMUNITY ROOM	25 BARNEY LANE
D.	ALICE BEAL SCHOOL	285 TIFFANY STREET
E.	WESLEYAN CHURCH	98 WHITE STREET
F.	ALICE BEAL SCHOOL	285 TIFFANY STREET
G.	MLK CHARTER SCHOOL.. ..	285 DORSET STREET
H.	MLK CHARTER SCHOOL.. ..	285 DORSET STREET

WARD 7

A.	MARY DRYDEN SCHOOL.....	190 SURREY ROAD
B.	FREDERICK HARRIS SCHOOL	58 HARTFORD
TERRACE		
C.	FREDERICK HARRIS SCHOOL	58 HARTFORD
TERRACE		
D.	TALMADGE SCHOOL.....	1395 ALLEN STREET
E.	BRUNTON SCHOOL.....	1801 PARKER STREET
F.	KILEY MIDDLE SCHOOL.. ..	180 COOLEY
STREET		
G.	BRUNTON SCHOOL.....	1801 PARKER STREET
H.	GLICKMAN SCHOOL.....	120 ASHLAND
AVENUE		

WARD 8

A.	MARY MOTHER OF HOPE (ST. MARY'S) CHURCH	840 PAGE
BLVD		
B.	MARY LYNCH SCHOOL	315 NORTH BRANCH
PARKWAY		
C.	CENTRAL HIGH SCHOOL.	1840 ROOSEVELT
AVENUE		
D.	JOHN F. KENNEDY MIDDLE SCHOOL.....	1385 BERKSHIRE
AVENUE		
E.	INDIAN ORCHARD CITIZENS COUNCIL.....	117 MAIN STEET I.O

F. JOHN F. KENNEDY MIDDLE SCHOOL 1385 BERKSHIRE
AVENUE
G. WARNER SCHOOL 493 PARKER STREET
H. PINE POINT COMMUNITY COUNCIL. 335 BERKSHIRE AVE

POLLING PLACES SHALL BE OPEN FROM 7:00 AM TO 8:00 PM

Wayman Lee, Esquire - City Clerk

A True Copy Attested

October 21, 2013

(Must be posted at least *seven (7) days* prior to November 5, 2013)

RESULT: PASSED BY VOICE VOTE



City of Springfield

TABLED

Meeting: 10/21/13 07:00 PM
Initiator: Kathy Breck
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2363

6.3

Order Approving an Agreement with the Springfield Business Improvement District (Mayor Sarno)

WHEREAS, The City's Chief Development Officer wishes to enter into a contract to memorialize financial and in-kind services from the City to the Springfield Business Improvement District, Inc. (SBID);

WHEREAS, Springfield Business Improvement District, Inc. is an agency established pursuant to Massachusetts General Laws chapter 400;

WHEREAS, an "improvement district" is a "district" pursuant to Massachusetts General Laws chapter 40, section 1(a);

WHEREAS, pursuant to Massachusetts General Laws chapter 40, section 4A, a contract between a City and a District as defined in Massachusetts General Laws chapter 40, section 1(a) is an intergovernmental agreement;

WHEREAS, pursuant to Massachusetts General Laws chapter 30B, section 1(b)(3) an intergovernmental agreement is exempt from Massachusetts General Laws chapter 30B; and

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

NOW THEREFORE BE IT ORDERED, pursuant to Massachusetts General Laws chapter 40, section 4A, that the City Council approves the Memorandum of Understanding by and between the City of Springfield and the Springfield Business Improvement District, Inc. in substantially the same form as the draft contract attached hereto as Exhibit A, subject to the approval of the Mayor.

EXHIBIT A TO CITY COUNCIL ORDER

CITY CONTRACT NO. _____

MEMORANDUM OF UNDERSTANDING

By and between the
CITY OF SPRINGFIELD

And

SPRINGFIELD BUSINESS IMPROVEMENT DISTRICT

This memorandum of understanding is effective as of **July 1, 2013**, subject to the approval process set forth herein.

This memorandum of understanding is made by and between **THE CITY OF SPRINGFIELD**, a Massachusetts municipal corporation acting by and through its Chief Development Officer, with the approval of the Mayor, collectively referred to as "City" and **SPRINGFIELD BUSINESS IMPROVEMENT DISTRICT, INC.**, a Business Improvement District established in the City of Springfield pursuant to M.G.L. c. 40 O and hereinafter referred to as "SBID".

This agreement is subject to the approval of the Springfield City Council and the Mayor, pursuant to Mass. Gen. laws ch. 40, section 4A.

PRELIMINARY STATEMENT

WHEREAS Chapter 173 of the Legislative Acts of 1994 was approved by the Governor of Massachusetts, to be effective February 5, 1995, as Chapter 40 O of the Massachusetts General Laws (the "Enabling Act"), to authorize the creation and operation of Business Improvement Districts ("BIDS"), and

WHEREAS SBID was organized as of May 26, 1998, pursuant to M.G.L. c. 40 O, to implement the purposes of the Enabling Act within a specific business improvement district as defined in M.G.L. c. 40 O, section 1, ("District"), in accordance with the statute and the SBID Improvement Plan, as amended and updated, from time to time, and

WHEREAS SBID has acted to implement the purposes of the Enabling Act and the Improvement Plan within the District, and SBID members are willing to continue to so act if the

SBID has the support of the City as set forth in this Agreement, and

WHEREAS SBID is a non-profit corporation established by and comprised of the members of the SBID and utilizing its Board of Directors as the management entity to manage all of the operations, programs, and business of SBID, and

WHEREAS the City provides a broad range of public services to the residents and property owners in the City, including those within the District, and the programs and services of SBID supplement and do not substitute for those services;

NOW THEREFORE, in furtherance of the purposes of the Enabling Act and in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the CITY and SBID hereby agree as follows:

AGREEMENT

ARTICLE I: TERM

1.1. Subject to the provisions of this Agreement for Amending the Agreement or for terminating the Agreement, the term of this Agreement is one year from its effective date, set forth on page 1. The term of this Agreement shall automatically renew for two more terms, each term being for one year, unless earlier terminated by the parties.

1.2. This Agreement succeeds and replaces all previous agreements and Memorandum of Understanding of any kind between the parties.

1.3. Nothing contained herein shall limit the rights of the members of SBID from dissolving the SBID, as provided by the enabling act.

ARTICLE II: APPROPRIATION

2.1. Funding for this agreement in any fiscal year following the fiscal year July 1, 2013 through June 30, 2014), is subject to the appropriation by the City of sufficient funds to perform the obligations, including appropriation for sufficient staff.

ARTICLE III: DEFINITIONS

3.1. "Agreement" means this Memorandum of Understanding between the City and SBID.

3.2. "City Basic Services" means supplemental services (as defined by M.G.L. c. 40 O, section 1) as the provision of programs, public services, activities, amenities, or information in addition to the standard governmental services which the City is authorized to perform or to provide. Descriptions of City Basic Services are provided in Appendices to this Agreement.

3.3. "SBID Basic Services" means services to be provided, performed, and funded by SBID within the District which are to be in addition to and to complement the City Basic Services. Descriptions of SBID Basic Services are provided in Appendices to this Agreement.

3.4. "District" means the area within the geographic boundaries in downtown Springfield established as the SBID and as designated in the SBID Improvement Plan, approved in accordance with the statute.

3.5. "Fee" means the payment by members of SBID for services or improvements specified in the Improvement Plan.

3.6. "Improvement Plan" means the strategic plan for SBID which sets for the supplemental services and programs, revitalization strategy, budget, and fee structure, as well as the management entity for SBID and which was approved by the Springfield City Council as part of the creation of SBID, and any amendments and updates thereto.

3.7. "Springfield" shall mean the area within the geographic boundaries of the City of Springfield.

ARTICLE IV: BASIC SERVICES

4.1. The City shall, subject to appropriation and available staff, and in the absence of circumstances as described in this Agreement, provide, within the District, the City Basic Services as detailed in Appendix A, which is incorporated herein by reference.

4.2. The SBID shall, in the absence of circumstances as described in this Agreement, provide, within the District,

the SBID Basic Services as detailed in Appendix B, which is incorporated herein by reference.

4.3. The City agrees that, except being subject to appropriation and available staff, no permanent decrease in City Basic Services will occur within the District unless there is an overall decrease in services necessitated by changes in funding, policy, or resources, and then only in proportion to the decrease implemented throughout Springfield. The City, by the appropriate department head, shall provide notice to SBID of a decrease in Basic Services. Notice shall be pursuant to Article IX of this Agreement.

4.4. The City agrees that, except being subject to appropriation and available staff, no suspension of City Basic Services will occur within the District except due to a financial or an emergency condition and unless there is an overall suspension in services necessitated by changes in funding, policy, or resources, and then only in proportion to the suspension implemented throughout Springfield. The City, by the appropriate department head, shall provide notice to SBID of a suspension in Basic Services. Notice shall be pursuant to Article IX of this Agreement.

4.5. At its option, the City may match with increases of services in the District any increase in similar services generally throughout Springfield, in proportion to increases implemented elsewhere within Springfield.

4.6. SBID agrees that it shall not decrease SBID Basic Services within the District without fifteen calendar days prior notice to the City. Notice shall be pursuant to Article IX of this Agreement.

4.7. SBID agrees that no suspension of SBID Basic Service will occur within the District except due to a financial or an emergency condition. SBID shall give notice of a financial condition at least fifteen calendar days prior to the suspension and as soon as practicable in case of an emergency. Notice shall be pursuant to Article IX of this Agreement.

4.8. The City's agreements herein shall not supersede any obligation of the City pursuant to the United States or Massachusetts Constitution, the City Charter, applicable

federal, state, or local law or ordinance, or the lawful order of a court of competent jurisdiction.

4.9. SBID'S agreements herein shall not supersede any obligation of SBID pursuant to the United States or Massachusetts Constitution, the City Charter, applicable federal, state, or local law or ordinance, or the lawful order of a court of competent jurisdiction.

4.10. In the event of an emergency declared by the Mayor of the City of Springfield or by the Governor of the Commonwealth of Massachusetts, all City Basic Services may be discontinued or reduced, in all or in part of the District, notwithstanding the continuation of such services elsewhere in Springfield.

4.11. To the extent necessary, the City authorizes the SBID to engage in the SBID Basic Services identified herein, within the public streets, roads, and sidewalks of the District to the extent needed to perform the services but only to the extent permitted by Law and the enabling act. No authorization is given as to private areas, including alleys. It is the responsibility of SBID to determine whether an area is private property. If so requested, SBID will request prior approval for activities from the appropriate City Department head.

ARTICLE V: FUNDING, MARKETING, AND CAPITAL IMPROVEMENTS

5.1. The City is a property owner in the District and is exempt from the Fees which will be assessed to participating property owners in the District.

5.2. As a property owner and as a representative of the citizens of Springfield, the City will benefit from the enhancements and basic services of the SBID Improvement Plan within the District.

5.3. Subject to prior appropriation, including available staff, the City agrees to work with SBID to provide implementation of capital improvements as described in Appendix C. (At this time there are no capital improvements listed in Appendix C.) SBID shall take the responsibility of proposing capital improvements and setting up meetings to discuss implementation of such improvements with the City.

5.4. The City agrees that for Fiscal Year 2014 (7/1/13 - 6/30/14), subject to appropriation, including appropriation for staff, the City will provide the following funding to SBID, totaling \$70,000.00:

- a. funds not to exceed the sum of \$45,000.00 will be provided to SBID by the City, use of said funds to be restricted and used only for public safety initiatives in coordination with the Police Commissioner or for capital improvements approved and authorized by the City, with due consideration given to prior funds provided to SBID for capital improvements and plans for capital improvements approved by the City; and
- b. funds not to exceed the sum of \$25,000.00 will be provided to SBID by the City, use of said funds to be restricted and used only for marketing.
- c. Nothing in this Agreement precludes SBID from applying for and receiving other funds from the City such as grant funds, including CDBG grant funds, each application to be considered on its merits on a case by case basis.
- d. The City is not obligated to make any other payment of funds to SBID.

5.5 For future fiscal years covered by this Agreement, the City will advise the SBID of the amount of funding to be provided in such year or years, and the City and the SBID shall agree on a scope of services to be provided based on such funding.

ARTICLE VI: IMPROVEMENT PLAN

6.1 Pursuant to M.G.L. c. 40 O, section 1, the SBID shall update the SBID Improvement Plan every three years and mail or deliver a copy of the updated plan to

- a. each member of SBID;
- b. the Chief Development Officer of the City;
- c. the President of the City Council; and
- d. the Mayor of the City of Springfield.

Upon execution of this Agreement, the SBID shall mail or deliver a copy of the latest SBID Improvement Plan to

- a. the Chief Development Officer of the City;
- b. the President of the City Council; and
- c. the Mayor of the City of Springfield.

6.2 (1). **COORDINATION MEETING:** It shall be the responsibility of SBID to initiate and set up Coordination meetings. The City and SBID, through their representatives, shall meet no less than quarterly at a Coordination Meeting to monitor the compliance, responsiveness, and effectiveness of the terms of this Agreement. The quarterly Coordination Meetings shall be a method for SBID and the City to regularly communicate as to concerns regarding the SBID.

6.2 (2) SBID shall contact the Office of the Mayor to initiate setting up each quarterly meeting, which meetings will be hosted by the Mayor.

6.2 (3) The City may assign staff persons from the following City departments to attend the Coordination Meeting: Parks, Buildings, and Recreation Management; Treasurer/Collector, Department of Public Works, Housing Department, and Springfield Police Department. At this time the following City positions are assigned:

- a. The City Treasurer-Collector, or his designee
- b. A Deputy Police Chief to be designated by the Police Commissioner
- c. The Director Parks, Buildings and Recreation Management, or his designee
- d. The Director of the Dept. of Public Works, or his designee
- e. The Chief Development Officer, or his designee
- f. A representative from the Office of Housing, designated by the Director

ARTICLE VII: AMENDMENTS & MODIFICATIONS & TERMINATION

7.1. At the request of either party, the Mayor and the Board of Directors of SBID shall meet during the first quarter of any calendar year to review the terms, conditions, and purposes of this Agreement.

7.2. This Memorandum of Understanding, including any Appendices hereto, may be amended to reflect improved means and methods of delivery of services to the District or to reflect any other amendments or modifications to this

Agreement only by a written agreement duly executed on behalf of the City and SBID.

7.3. Either party may terminate this Agreement for convenience by thirty (30) calendar days written notice to the other party.

7.4. Either party may terminate this Agreement for cause immediately providing notice that is reasonably practicable for the circumstance. "Cause" is defined as any breach of this Agreement or any reason in the best interest of the City.

7.5. Upon termination under either 7.3 or 7.4, all obligations of both parties under this Agreement shall cease as of the date of termination. The parties shall agree as to the amount and payment of any refund that may be due to the City. If the parties fail to agree, paragraph 10.8 shall control.

ARTICLE VIII: INSURANCE and INDEMNITY

8.1. SBID agrees to fully indemnify, defend, and hold harmless the City from all claims and demands of any kind arising out of the acts or omissions of SBID, its agents, contractors, or other persons for whose conduct it is legally responsible, or for SBID'S obligations in this Agreement.

8.2. SBID agrees to maintain the following insurance during the existence of this Agreement:

- a) For all employees or consultants working in Massachusetts, Worker's compensation and employer's liability insurance as required by the Commonwealth of Massachusetts.
- b) Comprehensive automobile and vehicle liability insurance covering claims arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, with not less than \$1,000,000 single limits and \$2,000,000.00 aggregate limits.
- c) Commercial general liability insurance covering claims arising out of or based on an act or omission of the SBID or of any of its employees, agents, subcontractors, or persons for whose conduct SBID is legally responsible,

with not less than \$1,000,000 single limits and \$2,000,000.00 aggregate limits.

The insurers must be authorized to do business in Massachusetts. A Certificate of Insurance evidencing such coverage shall be attached to this Agreement as Exhibit #1, which shall include the City as an additional insured.

8.3. The City shall be named as an additional insured with respect to liabilities hereunder in insurance coverages identified in items "b" and "c", and SBID waives subrogation against the City as to said policies. The policies will provide that they will not be cancelled without 30 days prior notice to the City

8.4. The City is a self-insured municipality and is not required to procure or maintain insurance of any kind. Nothing in this Agreement is meant to enlarge or change the extent of the City's liability which shall be limited and governed by the provisions of Massachusetts law regarding immunities, procedural and monetary limitations, including but not limited to M.G.L. c. 258.

ARTICLE IX: NOTICES

Any request or notice regarding this Agreement shall be deemed to be delivered on the date of delivery when delivered in person during normal business hours or on the date indicated by the U.S. Postal Service postal receipt of a mailing sent certified mail, return receipt requested, postage prepaid, or the date of receipt provided in writing during normal business hours by a recognized delivery service.

To the City, as follows:

Mayor Domenic J. Sarno
36 Court Street, Room 214
Springfield, Massachusetts 01103

With a copy to

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

With a copy to

Chief Development Officer
70 Tapley Street
Springfield, Massachusetts 01104

To SBID, as follows:

Frank Crinella, Jr. Chairman
Springfield Business Improvement District
1441 Main Street
Springfield, Massachusetts 01103

With a copy to

Don Courtemanche, Executive Director
Springfield Business Improvement District
1441 Main Street
Springfield, Massachusetts 01103

ARTICLE X: MISCELLANEOUS PROVISIONS

10.1. No member, official, representative, contractor, or employee of the City shall have any financial interest, direct or indirect, in this Agreement, nor shall any such member, official, representative, contractor, or employee participate in any decision relating to this Agreement which affects his financial interest or the interest of any corporation, partnership or association in which he is directly or indirectly interested. No member, official representative, contractor, or employee of the City shall be personally liable to SBID or any successor in interest in the event of any default or breach by the City.

10.2. No member, official, representative, contractor, or employee of SBID shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, representative, contractor, or employee participate in any decision relating to this Agreement which affects his personal interests or the interest of any corporation, partnership, or association in which he is directly or indirectly interested. No member, official, representative, contractor, or employee of the SBID shall

be personally liable to the City or any successor in interest in the event of any default or breach on the part of the SBID.

10.3.. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of the Agreement shall be valid and shall be enforced to the fullest extent of the law.

10.4. Nothing contained in this Agreement shall be construed to confer upon any other party any rights including those of a third party beneficiary.

10.5. This Agreement may not be assigned by the City or by SBID without the prior, written approval of the other.

10.6. SBID hereby warrants and represents that the person or persons signing this Agreement on behalf of SBID have been duly authorized and directed by SBID to execute this Agreement and to bind SBID to the obligations contained in this Agreement, and to affix the SBID corporate seal to this Agreement.

10.7. During the performance of this Agreement, SBID agrees that it will not discriminate against any applicant for employment or membership because of race, color, religion, gender, age, sexual orientation, disability, family status, national origin, or any illegal discrimination. SBID will take affirmative action to ensure that applicants and employees are treated without regard to their race, color, religion, gender, age, sexual orientation, disability, family status, national origin, or in any illegally discriminatory manner. In the event of SBID'S noncompliance with the nondiscrimination clauses of this Agreement or with any such laws, rules, regulations, or order, this Agreement may be canceled, terminated, or suspended in whole or in part.

10.8. This Agreement shall be governed by and construed under and enforced in accordance with Massachusetts law. Any claim or action arising under or relating to this Agreement may be brought only in the Superior Court of Hampden County (except for claims of the City of a value of less than \$25,000.00 which claims may be brought in the Springfield District Court) or in the United States

District Court for the Western District of Massachusetts,
all sitting in Springfield, Massachusetts.

In Witness Whereof, the City of Springfield and the
Springfield Business Improvement District have hereunto set
their hands and seals on this Agreement as of the latest
date set forth below.

**SPRINGFIELD BUSINESS
IMPROVEMENT DISTRICT, INC.**

CITY OF SPRINGFIELD:

By: _____
(print name)
Title: _____
Date Signed: _____

Chief Development Officer
Date Signed _____

Approved as to Appropriation:

Reviewed:

City Comptroller
Date signed _____

Chief Procurement Officer
Date Signed _____

Approved as to Form:

Reviewed

City Solicitor
Date Signed: _____

Chief Administrative &
Financial Officer
Date Signed: _____

Approved:

DOMENIC J. SARNO
Mayor
Date Signed: _____

APPENDIX A - CITY BASIC SERVICES

The provision of all City Basic Services is subject to prior appropriation, including appropriation for sufficient staff.

The City, by the appropriate department head, shall provide notice to SBID of a decrease in Basic Services. Notice shall be pursuant to Article IX of this Agreement.

APPENDIX A - 1 TREASURER/COLLECTOR:

The City Treasurer/Collector will provide the following billing and collection services:

1. All reasonable billing services, including the identification and maintenance of a register of all properties within the District, the preparation and mailing of bills for SBID fees, and the inclusion of SBID reports and summaries in any material included with an annual, or more frequent, billing.
2. The City agrees, through its Treasurer's/Collectors Office, to collect the fees and transmit all amounts collected not less than bi-weekly in the first four months of each fiscal year, or part thereof covered by a billing, and monthly during the balance of the year, to SBID by check to an account maintained at a local bank to be designated by SBID.
3. Collection and delinquency reports shall be provided upon request by SBID, but no more frequently than monthly. In addition, the City shall follow its customary procedures in collecting and enforcing claims against delinquent taxpayers in connections with collection of the fees (See M.G.L. c. 40 0, section 8).
4. Within one hundred and eighty days of the end of each fiscal year, SBID, at its own expense, shall undertake and complete an annual audit, certified by a certified public accountant, of the revenues generated, grants, donations, and gifts received by the SBID and its losses, expenses, and disbursements. Within said one hundred and eighty days, the certified audit shall be placed on file with the City Treasurer/Collector and shall be a public record.

APPENDIX A - 2: DEPARTMENT OF PUBLIC WORKS

1. The City will sweep the Metro Center District twice monthly except during the winter snow season. The geographic boundaries of the Metro Center District will be defined by agreement of SBID and the Director of Springfield Department of Public Works.
2. The City will sweep on reasonable dates and times to be coordinated in advance between the SBID and the Department of Public Works.
3. During the winter snow season, the City may at its option perform sweeping in the sweep zone, weather and above freezing temperature permitting.
4. The City will dedicate a garbage crew to empty all barrels in the Metro Center District, once per day, on each Monday and Friday. If a Monday is a holiday, then trash pick up will be coordinated between the SBID and the Department of Public Works.
5. If resources allow, new or replacement barrels will be purchased by SBID. The City Department of Public Works must give prior approval to any new location of any trash barrels. Upon reasonable notice of SBID to the City by written notice to Allan Chwalek, Director, Springfield Department of Public Works, the City shall install the new or replacement barrels. If resources allow, the City DPW will purchase new or replacement barrel liners as the need arises.
6. Upon notice by SBID to the City, by written notice to Allan Chwalek, Director of Springfield Department of Public Works, of non-functioning lighting instruments, the City agrees to notify WMECO of same. The City agrees to work cooperatively with SBID to attempt to maintain lighting in the District in good working condition.
7. The City will work cooperatively with the SBID regarding unattended shopping carts within the District.
8. Following SBID Sterns Square Thursday evening events, the SBID is responsible for cleaning the area, bagging all refuse, and piling refuse on sides of Sterns Square. The DPW will pick up the refuse as part of its regular Friday trash pick up.

The DPW will coordinate with the SBID for the removal of solid waste and litter following other SBID events.

9. SBID's current status of access to the City landfill for disposal of all solid waste collected within the District and for disposal of landscaping debris collected seasonally shall continue during the term of this Agreement.

APPENDIX A - 3: SPRINGFIELD POLICE DEPARTMENT

The following list of services is based upon current existing conditions at the time of drafting this list. This list of services may change, dependent upon a change in circumstances.

1. During the time when snow removal operations are being performed by the City, the SBID may request towing of illegally parked vehicles, by notice to the Springfield Police Department Commanding Officer (787-6325).

2. SBID will notify the City, by notice to the Ordinance Squad, Springfield Police Department (750-2371), of any unshoveled sidewalks in the District. The City will investigate the report of unshoveled sidewalks and if appropriate issue tickets therefore in accordance with the results of the investigation and the law.

3. SBID and the Springfield Police Department will work cooperatively to implement and maintain COMNET. The Springfield Police Department will coordinate deployment.

4. SBID and the Springfield Police Department will work cooperatively to implement and maintain the use of camera surveillance of public areas within the SBID District.

APPENDIX A - 4: PARKS DEPARTMENT

The Parks Department shall provide seasonally appropriate maintenance and landscaping to City public parks with the SBID.

The Parks Department will provide base line services to the following parks:

1. Pynchon Plaza
2. Boland Statute Monument

3. Stearns Square
4. Duryea Way
5. Apremont Triangle
6. Gateway at Memorial Bridge
7. Court Square/First Church.

Base line Services include (within the parks):

- Litter and trash removal inside the parks as appropriate with best efforts of once every three days.
- Spring and fall clean-up, including leaf removal.
- Mowing approximately 12 times per growing season.
- Trimming approximately 6 times per growing season.
- Snow removal inside the parks with best efforts of within 24 hours of an accumulated snow event.
- Provision of flower planter pots at various locations on streets, gateways, and visitor areas.
- As needed and appropriate, mulching, weeding, plantings, and pest management of park areas.
- Support flag and banner hanging and removal as appropriate.

APPENDIX A - 5: HOUSING DEPARTMENT

SBID may report incidents of graffiti to the City of Springfield Housing Department Graffiti Remediation Program. Reports of graffiti may be made to Michael Cass (413-313-2117) who will make his best efforts to respond to the request within five (5) business days.

APPENDIX B - SBID BASIC SERVICES TO BE PROVIDED
AT THE SOLE EXPENSE OF SBID

Springfield Business Improvement District, Inc. (SBID)
SHALL COOPERATE AND COMPLY WITH REASONABLE REQUESTS FROM
APPROPRIATE CITY DEPARTMENT HEADS REGARDING SBID BASIC
SERVICES

1. Coordinating in advance with the Springfield DPW regarding the twice monthly street sweeping of the District, it shall be the responsibility of SBID to push sidewalk litter and debris to the inside curbing of streets in the sweep zone in a timely manner to be swept by the City in the sweeping of the sweep zone. If required to do this, SBID shall require that its members cooperate in performing this activity.
2. It shall be the responsibility of SBID to monitor and promptly empty any barrels that are filled up or overflowing and are not expected to be promptly emptied by the City by its Monday and Friday emptying schedule and to properly dispose of the barrel contents as required by DPW.
3. It is the responsibility of SBID to notify the City, by notice to Clean City (787-7962) and Springfield Police Ordinance Squad (750-2371) of any illegal dumping activity in the District and to cooperate with any City investigation or prosecution of the matter.
4. If its resources will allow, SBID will purchase necessary or desirable replacement or additional barrels. Location of all barrels must be approved, in advance, by Springfield DPW. If its resources will allow, the Springfield DPW will purchase new or replacement barrel liners.
5. Subject to any requested prior approval from appropriate City Departments, SBID shall supplement services provided by the City by performing the following and any additional acts approved by the City:
 - a. Tree plantings in coordination with City Parks Department;
 - b. Cleaning of painted fire hydrants, poles, and street signs
 - c. Power washing of sidewalks
 - d. Landscaping, as seasonally appropriate, for planters and hanging baskets

e. Guides and similar hospitality services
f. Public street cleaning (note: alleys are private property and not subject to public street cleaning)
g. Trash collection, supplementing the City's twice weekly barrel collection.

6. SBID agrees to operate a supplemental graffiti removal program to remove or repaint any graffiti discovered within 5 days of notice to SBID by notice given to its Executive Director. SBID shall comply with all laws in implementing graffiti removal and coordinate with the City Office of Housing graffiti removal program.

7. The SBID shall, at the start of each winter season, provide written notice or reminder notice to each SBID member of obligations regarding parking and sidewalk clearing.

8. The SBID agrees to monitor the lighting in the District and to work cooperatively with the City to attempt to maintain lighting in the District in good working condition.

9. SBID agrees to work cooperatively with the Springfield Police Department regarding COMNET.

10. SBID agrees to work cooperatively with the Springfield Police Department regarding use of surveillance cameras in public areas in the District.

11. SBID agrees to cooperate with the Springfield Office of Housing and its procedures regarding cleanup, demolition, boarding, securing, removal of unregistered motor vehicles, and similar clean up and code enforcement as to real property.

12. SBID shall work cooperatively with the City regarding the removal of unattended shopping carts in the District.

13. It shall be the responsibility of SBID to perform marketing and media relations to promote the downtown Springfield area, focusing on events in the Metro Center District. SBID must work with the City Chief Development Officer and must receive prior approval for all marketing and media relations provided through funds provided to SBID by the City.

14. The SBID will work with the City Departments regarding matters and issues concerning obligations contained in this Agreement in the quarterly coordination meetings of SBID and City Department designees to be arranged by SBID and hosted by the Mayor of Springfield.

15. Subject to approval by the City, SBID may perform reasonable, feasible, and needed sidewalk replacements that are requested by SBID and for which the parties agree that all costs of the replacement will be funded in advance one-half by SBID and one-half by the adjacent property owner. The parties acknowledge that the City has no appropriation for sidewalk work for fiscal year 7/1/13 - 6/30/14.

APPENDIX C - CAPITAL IMPROVEMENT PROJECTS

At the time of execution of this Agreement there are no capital improvement projects planned.

SBID shall work in cooperation with the City Chief Development Officer in suggesting, developing, and implementing Capital Improvement Projects.

This Appendix may be amended by agreement of both parties if they reach an agreement as to capital improvement projects to occur in the future



City of Springfield

ADOPTED

Meeting: 10/21/13 07:00 PM
Initiator: Mitchell Doty
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2370

6.4

Comcast Grant Acceptance - \$80,000 (Mayor Sarno)

WHEREAS, Massachusetts General Laws chapter 44, section 53A, allows an officer or department of a city to accept grants or gifts of funds from governmental, private corporation, or individuals and to expend such funds for the purposes of such grant or gift with the approval of the mayor and city council; and

WHEREAS, Comcast has agreed to give a gift of Eighty Thousand Dollars (\$80,000.00) (see attached settlement agreement) to the City of Springfield for cable-related uses only, to be held in a separate account established for such uses established by the City Treasurer; 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.

THEREFORE, BE IT ORDERED, that the City Council of the City of Springfield, with the approval of the Mayor, hereby accepts the gift of Eighty Thousand Dollars (\$80,000.00) (see attached settlement agreement) to the City of Springfield for cable-related uses only, to be held in a separate account established for such uses established by the City Treasurer.

2943-10-151-0000-0000-000000-0000000-483100-COM12

\$80,000.00

RESULT: PASSED BY VOICE VOTE



City of Springfield

DRAFT

Meeting: 02/13/12 07:00 PM
Initiator: Pat Burns
Sponsors: Mayor Domenic J. Sarno
DOC ID: 1517

6.4.a

Grant Acceptance - No Match Required (Mayor Sarno)

WHEREAS, Massachusetts General Laws chapter 44, section 53A, allows an officer or department of a city to accept grants or gifts of funds from governmental, private corporation, or individuals and to expend such funds for the purposes of such grant or gift with the approval of the mayor and city council; and

WHEREAS, Comcast has agreed to give a gift of Eighty Thousand Dollars (\$80,000.00) (see attached settlement agreement) to the City of Springfield for cable-related uses only, to be held in a separate account established for such uses established by the City Treasurer; 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.

THEREFORE, BE IT ORDERED, that the City Council of the City of Springfield, with the approval of the Mayor, hereby accepts the gift of Eighty Thousand Dollars (\$80,000.00) (see attached settlement agreement) to the City of Springfield for cable-related uses only, to be held in a separate account established for such uses established by the City Treasurer.

2943-10-145-0000-0000-0010-000000-0000000-530105-COM12

151

\$80,000.00

2012-10-11/14

A true copy of an Order passed by the City Council on April 2, 2012
and approved by the Mayor on April 5, 2012

Attest:

Wayne Bee

City Clerk

Attachment: FY14 Comcast Grant (2370 : Comcast Grant Acceptance - \$80,000)

**SETTLEMENT AGREEMENT AND
GENERAL RELEASE OF CLAIMS**

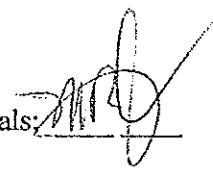
This Settlement Agreement and General Release (the "Agreement") is made by and between the City of Springfield, Massachusetts ("THE CITY"), acting by and through its Mayor in his role as statutory Issuing Authority (the "Issuing Authority"), Comcast Cable Communications, LLC, f/k/a Comcast Cable Communications, Inc. ("COMCAST CABLE"), and Comcast of Massachusetts II, Inc. ("COMCAST OF MASSACHUSETTS") (COMCAST CABLE and COMCAST OF MASSACHUSETTS are collectively referred to as "COMCAST") this 27th day of December, 2011 ("Effective Date") (THE CITY, COMCAST CABLE and COMCAST OF MASSACHUSETTS are collectively referred to as the "PARTIES").

RECITALS

WHEREAS, in August 1998, MediaOne of Western New England, Inc. ("MediaOne") and THE CITY executed a Renewal Cable Television License for the City of Springfield, Massachusetts ("the 2000 Renewal License") with a term that commenced January 29, 2000 and expired January 28, 2010;

WHEREAS, COMCAST OF MASSACHUSETTS is the successor-in-interest to MediaOne under the Renewal License, and COMCAST OF MASSACHUSETTS has provided cable television services to subscribers in the City pursuant to the terms of the 2000 Renewal License during its term and has continued to provide such services pursuant to the terms of the 2000 Renewal License following the expiration of its term;

WHEREAS, in November and December 2007, COMCAST filed a petition with the Massachusetts Department of Telecommunications and Cable ("DTC") for approval of its basic service tier rates in communities it serves in Massachusetts ("the DTC Proceeding"), THE CITY

Initials: 

intervened in that proceeding and argued that the 2000 Renewal License prohibited COMCAST from recovering in its rates certain enumerated franchise related costs ("FRCs"), and the DTC rejected THE CITY's arguments and approved the rates charged to subscribers in the City of Springfield in *Rate Order, Petition of Comcast Cable Communications, Inc. to Establish and Adjust the Basic Service Tier Programming, Equipment and Installation Rates for the Communities Served by Comcast that are Currently Subject to Rate Regulation*, D.T.C. 07-6 (November 17, 2008) ("the DTC Rate Order");

WHEREAS, THE CITY sought review of the DTC Rate Order in the Massachusetts Supreme Judicial Court, which affirmed the DTC Rate Order in an opinion and order dated August 16, 2010 and published as *City of Springfield v. Dep't of Telcoms. and Cable*, 2010 Mass. LEXIS 592 (2010), which decision is now final and binding and is not subject to any further judicial review;

WHEREAS, THE CITY commenced a separate civil action against COMCAST CABLE and COMCAST OF MASSACHUSETTS in the Superior Court for Hampden County, which was removed to the U.S. District Court the District of Massachusetts, Western Division and captioned *City of Springfield, Massachusetts v. Comcast Cable Communications, Inc. et al.*, Case No. 3:09-cv-30074-MAP ("the Federal Court Litigation"), in which THE CITY alleged claims against COMCAST CABLE and COMCAST OF MASSACHUSETTS in relation to the PARTIES' rights and obligations under the Renewal License, including but not limited to the treatment of FRCs in rates for services;

WHEREAS, COMCAST OF MASSACHUSETTS and COMCAST CABLE denied and defended against THE CITY's claims and denied any and all liability under THE CITY's Complaint in the Federal Court Litigation;

WHEREAS, COMCAST OF MASSACHUSETTS and THE CITY have negotiated the terms of a new renewal cable television license ("the 2011 Renewal License"), which shall be executed on the same date that this Agreement is executed, under which COMCAST OF MASSACHUSETTS will be authorized by the Issuing Authority to continue to offer cable television services to residents in THE CITY;

WHEREAS, without COMCAST or THE CITY admitting any liability to the other or any wrongdoing of any kind or nature whatsoever, THE CITY and COMCAST now desire to resolve and settle all disputes between them;

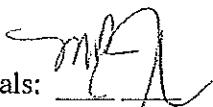
NOW, THEREFORE, in consideration of the promises, terms and conditions set forth below, which each of the PARTIES acknowledges as good and valuable consideration that supports their mutual promises and obligations herein, and in full and complete settlement of all claims that the PARTIES ever had, now have or may hereafter have against the other (including their respective parents, subsidiaries, affiliates, officers, directors, partners, predecessors, successors, assigns, employees, agents, affiliated entities and attorneys), as a result of anything that may have occurred from the beginning of the world to the Effective Date. The word "shall" indicates a mandatory action.

TERMS AND CONDITIONS

1. Settlement Funds.

(a) In full and complete settlement of the Federal Court Litigation, and any and all claims both stated and unstated arising in any way from the 2000 Renewal License or COMCAST OF MASSACHUSETTS's provision of Cable Services or other services in the City prior to Effective Date of this Agreement, and in full and complete satisfaction of, and release from, any and all obligations upon COMCAST OF MASSACHUSETTS with respect to a PEG Access Studio in THE CITY, PEG Access Programming, and/or PEG access production, except for such PEG Access obligations specifically set forth in the 2011 Renewal License, on July 1st of each year of the 2011 Renewal License, COMCAST shall provide THE CITY with an annual payment of Eighty Thousand Dollars (\$80,000.00), inclusive of any and all interest, for cable-related uses only, to be held in a separate account established for such uses established by the City Treasurer; provided, however, that the first payment of Eighty Thousand Dollars (\$80,000.00) shall be made to THE CITY within sixty (60) calendar days of the Effective Date of this Agreement rather than on July 1, 2012. Each annual payment shall be made by check made payable to THE CITY and delivered to THE CITY by certified mail or UPS registered mail. When the last of these ten (10) annual payments has been made to THE CITY, the total of these annual payments shall be Eight Hundred Thousand Dollars (\$800,000.00);

(b) In addition, COMCAST shall make a one-time payment of Sixty Thousand Dollars (\$60,000.00) by check made payable to the Access Corporation, as that term is defined in the 2011 Renewal License, within sixty (60) calendar days of the Effective Date of this Agreement, for PEG Access related purposes, including but not limited to, relocation of the PEG Access studio;

Initials: 



(c) In addition, COMCAST shall make a one-time payment in the amount of Forty Thousand Dollars (\$40,000) by check made payable to THE CITY for the purpose of providing cable related equipment and cable related funding for senior citizens in THE CITY, to be held in a separate account established for such uses established by the City Treasurer;

(d) COMCAST shall in no way or manner pass through to its Springfield cable television subscribers the costs of the payments set forth in sections 1(a) – 1(c).

2. Execution of 2011 Renewal License. Simultaneously with the execution of this Agreement, COMCAST OF MASSACHUSETTS and the Issuing Authority, acting on behalf of THE CITY, shall execute the 2011 Renewal License, which is attached hereto as Exhibit A. The 2011 Renewal License is a separate agreement from this Agreement and is of independent significance, as further indicated in paragraph 11 of this Agreement. The 2011 Renewal License is part of the consideration for this Agreement, and the PARTIES' rights and obligations in this Agreement are contingent upon, and shall only be effective upon the full execution of the 2011 Renewal License by the ISSUING AUTHORITY and COMCAST OF MASSACHUSETTS.

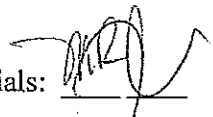
3. Discontinuance of Claims. Simultaneously with the execution of this Agreement, the attorneys of record for THE CITY and COMCAST shall execute a Stipulation of Dismissal with Prejudice of the Federal Court Litigation in the form of Exhibit B hereto, which counsel for COMCAST shall file with the court forthwith. The PARTIES represent that they have no pending complaints or claims against the other.

4. Payment of Collected FRCs. COMCAST shall pay the Access Corporation Five Hundred Sixty Nine Thousand Four Hundred Sixteen Dollars and Eleven Cents (\$569,416.11) that COMCAST has collected from its cable television subscribers in THE CITY for the provision of PEG access, which amount COMCAST shall remit to the Access Corporation for

the provision of PEG access within forty five (45) days after the Effective Date of this Agreement. COMCAST agrees that it shall in no way or manner pass through to its Springfield cable television subscribers the costs of such \$569,416.11 payment to the Access Corporation or the costs of COMCAST OF MASSACHUSETTS's obligations under sections 6.1 and 6.7(a) of the 2011 Renewal License. In the event that COMCAST pays the Access Corporation as required by this paragraph of this Agreement and COMCAST is subsequently required to refund, credit, or otherwise restore to subscribers in THE CITY such previously over-collected FRCs, the commitments made by COMCAST to THE CITY in the first sentence of this paragraph of this Agreement shall remain, but the commitments made in the second sentence of this paragraph of the Agreement shall not apply with respect to the payment to the Access Corporation. In this scenario, COMCAST shall be entitled to recover from subscribers in THE CITY, after written notice to the Issuing Authority, through a future itemization of FRCs that portion of the payment required in this paragraph of the Settlement Agreement equal to the refund, credit, or restoration to Subscribers of the previous over-collection of FRCs.

5. Non-Admission. The PARTIES acknowledge that this settlement is a compromise of disputed claims, and none of the terms of this Agreement is to be construed as an admission of liability or wrongdoing on the part of any person or entity released hereby, nor is the settlement to be taken as a confirmation of THE CITY 's claims.

6. Mutual Waiver and General Releases. THE CITY, for itself and its officials, officers, employees, partners, agents, predecessors, representatives, managers, successors, assigns, attorneys, and trustees present, past and future, (collectively, "THE CITY Releasers"), hereby forever releases, acquits and discharges COMCAST, and its officers, directors, employees, agents, predecessors, successors, parents, representatives, managers, subsidiaries,

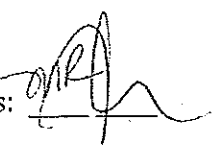
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assigns, attorneys, trustees, and affiliated entities present, past and future, and each of them (collectively, "COMCAST Releasees") from any claims, rights, causes of action, damages, judgments, executions, attachments, debts and demands of every kind and nature, known or unknown, that THE CITY Releasors ever had, now have or hereafter shall or may have from the beginning of the world to the Effective Date of this Agreement arising from or in any way related to the subject matter of the Federal Court Litigation, the 2000 Renewal License, or COMCAST OF MASSACHUSETTS's provision of Cable Services or other services in the City.

COMCAST, for itself and its officers, directors, employees, agents, predecessors, representatives, managers, successors, parents, subsidiaries, assigns, attorneys, trustees, and affiliated entities, present, past and future, (collectively, the "COMCAST Releasors"), hereby forever releases, acquits and discharges THE CITY, and its officials, officers, employees, partners, agents, predecessors, representatives, managers, successors, assigns, attorneys, and trustees present, past and future, and each of them (collectively, "THE CITY Releasees") from any claims, rights, causes of action, damages, judgments, executions, attachments, debts and demands of every kind and nature, known or unknown, that the COMCAST Releasors ever had, now have or hereafter shall or may have from the beginning of the world to the Effective Date of this Agreement arising from or in any way related to the subject matter of the Federal Court Litigation, the 2000 Renewal License, or COMCAST OF MASSACHUSETTS's provision of Cable Services or other services in the City.

7. Covenant Not To Sue. To the extent permitted by law, the PARTIES agree not to file any claim or bring any lawsuit for any claim released in paragraph 6 above, or to permit any other person or entity to do so on their behalf.

Initials: 

8. Press Release. The CITY may issue a Press Release regarding this Agreement. Before issuing any press release, the CITY will provide COMCAST with the CITY's proposed Press Release to give COMCAST an opportunity to review the accuracy of the factual statements in the Press Release. If COMCAST disputes the accuracy of any factual statements, the Parties will make a good faith effort to resolve the dispute. The CITY shall not alter or revise any Press Release after COMCAST's review except as may be agreed in writing by the Parties. No Press Release shall be issued until after the U.S. District Court issues a settlement order of dismissal in the Federal Court Litigation. This Agreement shall not in any way be construed as an express or implied admission by the Parties of any acts of wrongdoing whatsoever by COMCAST or any other person(s), entity or entities, or any admission by COMCAST of a violation of any law, statute or regulation, and COMCAST specifically disclaims any wrongful conduct, negligent, intentional or otherwise. It is further acknowledged and understood that all Parties expressly disavow and deny that any party may, in any way, claim that they are a "prevailing party."

9. Senior Discount. During the term of the 2011 Renewal License, COMCAST OF MASSACHUSETTS shall offer a discount equal to two dollars (\$2.00) off the monthly Digital Starter package of cable television services or its equivalent offered by COMCAST OF MASSACHUSETTS to any resident of the CITY who is age sixty-two (62) or older who is the head of a household.

During the term of the 2011 Renewal License, COMCAST OF MASSACHUSETTS shall continue to provide the current senior discount in effect in the CITY immediately prior to the Effective Date of this Agreement only to those eligible participants in Springfield who are enrolled in the Senior Discount program and who are receiving the senior discount as of the Effective Date of this Agreement. Any subscriber who receives this "grandfathered" senior

discount at the Effective Date of this Agreement and whose service from COMCAST OF MASSACHUSETTS is subsequently terminated or canceled shall no longer be eligible to receive this "grandfathered" senior discount in the event they once again elect to receive cable television services from COMCAST OF MASSACHUSETTS.

The discounts referenced in this Section are non-transferrable and shall not apply to any COMCAST services provided outside of the geographic boundaries of the CITY.

10. Choice of Law. This Agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts. The PARTIES agree that the courts of the Commonwealth of Massachusetts, or the United States District Court for the District of Massachusetts, Western Division, shall have sole and exclusive jurisdiction over any dispute arising out of this Agreement or relating to the interpretation or application of this Agreement.

11. Construction. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against any of the PARTIES hereto, regardless of who drafted it.

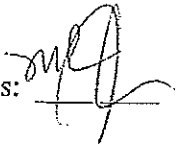
12. Entire Agreement. This Agreement constitutes a single, integrated contract expressing the entire understanding between the PARTIES hereto with respect to the subject matter hereof, superseding all negotiations, prior and/or contemporaneous discussions, prior and/or contemporaneous written or oral communications and written or oral contracts or agreements, whether preliminary or otherwise, all of which are terminated and merged herein, except for the 2011 Renewal License, which is a separate agreement of independent significance and is not incorporated or merged into this Agreement. This Agreement is entered into by THE CITY and COMCAST in good faith. This Agreement may not be amended or modified except in writing executed by and with the consent of all PARTIES hereto.

13. Advice of Counsel and Authority. Each Party is represented by counsel of its choice, and, having conferred with such counsel, acknowledge and agree that they are entering into this Agreement deliberately, advisedly and of their own free will and volition after having been given a reasonable time to consider this Agreement and to negotiate its terms. The PARTIES further acknowledge that they are not relying on any representation of any kind not otherwise set forth in this Agreement. Each Party represents and warrants that it or he or she has read this Agreement, and the signatory for each Party represents that he or she is authorized to execute this Agreement and has all necessary authority to bind the Party for which he or she is the signatory. Each Party represents that it has made such investigation of the facts pertaining to this Agreement as they deem necessary. Each party hereto warrants and represents that they were not coerced nor were they under duress to execute this Agreement.

14. Severability. If any provision of this Agreement is held by a Court or tribunal of competent jurisdiction to be invalid, void, or unenforceable for whatever reason, the remaining provisions shall nevertheless continue in full force and effect without being impaired in any manner whatsoever.

15. Successors and Assigns. This Agreement shall be binding upon the executors, representatives, successors, assigns and attorneys of the PARTIES and shall inure to their benefit.

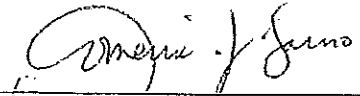
16. Counterparts. This Agreement may be executed in more than one counterpart, all of which shall constitute one and the same instrument. To facilitate execution of this Agreement, the PARTIES may execute and exchange by facsimile counterparts of the signature pages which shall be considered originals for all purposes hereunder.

Initials: 



IN WITNESS WHEREOF, the PARTIES hereto have caused this Agreement to be executed by each of them or their duly authorized representatives as of the date first noted above.

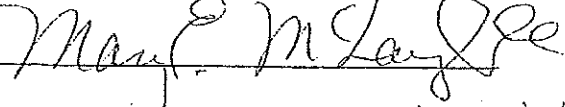
THE CITY OF SPRINGFIELD,
MASSACHUSETTS

By: 

Print Name: Domenic J. Sarvo

Date: 12/27/11

COMCAST OF MASSACHUSETTS II, INC.

By: 

Print Name: Mary E. McLaughlin

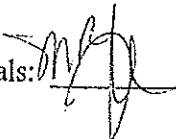
Date: 12/26/11

COMCAST CABLE COMMUNICATIONS,
LLC

By: 

Print Name: MARK E. REILLY

Date: 12/23/11

Initials: 



City of Springfield

ADOPTED

Meeting: 10/21/13 07:00 PM
Initiator: Melvyn Altman
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2373

6.5

Order Authorizing Mayor to Execute Quitclaim Deed for Sale of NS Central St. (02560-0071), NS Central St. (02560-0072), and NS Central St. (02560-0073) to North End Housing Initiative, Inc. (Mayor Sarno)

WHEREAS, the City of Springfield acquired title to vacant land in Springfield, Massachusetts known as NS Central St. (02560-0071), NS Central St. (02560-0072), and NS Central St. (02560-0073) through tax title foreclosure proceedings in Land Court; and

WHEREAS, the said properties are further identified as Lot 1, Lot 2, and Lot 3 on an ANR Plan recorded June 6, 2013 at the Hampden County Registry of Deeds in Book of Plans 366, Page 47; and described on a deed recorded June 7, 2013 at said Registry of Deeds in Book 19859, Page 136; and

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

WHEREAS, the Office of Procurement solicited requests for proposals for the purchase and redevelopment of said properties pursuant to RFP (Bid) Number SPG-14-060 and;

WHEREAS, three proposals were received by the Office of Procurement with the highest bid being Thirty-Six Thousand Dollars (\$36,000.00) from North End Housing Initiative, Inc. of 2383 Main St., Springfield, Massachusetts; and

WHEREAS, the Mayor upon the recommendation of the City's RFP Review Committee has accepted the proposal submitted by North End Housing Initiative, Inc. who will construct three new, high-quality, single family homes on said properties to be sold to owner occupants who will be required to live in the homes for a period of not less than three years.

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 North End Housing Initiative, Inc. for the transfer of title to NS Central St. (02560-0071), NS Central St. (02560-0072), and NS Central St. (02560-0073) for consideration of Thirty-Six Thousand Dollars (\$36,000.00).

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Melvin A. Edwards, Ward 3 Councilor
SECONDER:	E. Henry Twiggs, Ward 4 Councilor
AYES:	Williams, Twiggs, Rooke, Luna, Shea, Fenton, Lysak, Walsh, Allen, Edwards, Ashe, Concepcion, Ferrera III



City of Springfield

ADOPTED

Meeting: 10/21/13 07:00 PM
Initiator: Ryan J. Lavner
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2374

6.6

Bill of Prior Year - Treasurer - \$3,000 (Mayor Sarno)

WHEREAS, to meet expenses incurred by the City of Springfield, pursuant to Mass. Gen. Laws ch. 44 Section 64 and Chapter 468 of the Acts of 2008, the Chief Administrative and Financial Officer and his Honor the Mayor have requested authorization from the City Council that the Treasurer's Department may pay bills from the previous fiscal year totaling \$3,000.00 for cash flow and yield verification services; and

WHEREAS, the Treasurer's department will make a payment for an unpaid bill of a previous fiscal year from their FY14 General Fund Operating Budget. A prior year (FY13) invoice from Grant Thornton LLP for services related to the \$26,355,000 General Obligation State Qualified Refunding Bonds and preparation of a report dated December 20, 2012 on behalf of the City of Springfield, Massachusetts to the City's financial advisors and bond holders and;

WHEREAS, the Chief Administrative and Financial Officer has provided a written certification 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 payments, 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 payment of \$3,000.00 From the FY14 General Fund Departmental Operating Budget for the expenses incurred in the previous fiscal year.

RESULT: PASSED BY VOICE VOTE

Grant Thornton LLP
500 US Bank Plaza North
200 South Sixth Street
Minneapolis, MN 55402

T 612.332.0001
F 612.332.8361
www.GrantThornton.com

To: City of Springfield
Mr. Stephen Lonergan
36 Court Street, Room 112
Springfield, MA 01103

Date: December 18, 2012

Bill Number: 952533012

Client-Assignment Code: 6236315-78376

Invoice for cash flow and yield verification services relating to the issuance of \$26,355,000 General Obligation State Qualified Refunding Bonds and preparation of report dated December 20, 2012 on behalf of the City of Springfield, Massachusetts

REFERENCE/BILL NO. MUST BE ON WIRE TRANSFER OR CHECK
TO ENSURE PROPER CREDIT

\$ 3,000.00

Total Amount of Bill:

\$ 3,000.00

Terms: As agreed upon
Federal ID No. 36-6055558

Grant Thornton LLP
500 US Bank Plaza North
200 South Sixth Street
Minneapolis, MN 55402

T 612.332.0001
F 612.332.8361
www.GrantThornton.com

City of Springfield
Mr. Stephen Lonergan
36 Court Street, Room 112
Springfield, MA 01103

Date: December 18, 2012

Remittance Copy

Bill Number: 952533012

Client Code: 6236315

Assignment Code: 78376

LOB: 620

Bill Amount:

\$3,000.00

Please remit payment to:

Grant Thornton LLP
33562 Treasury Center
Chicago, IL 60694-3500

Optional Wire Transfer Instructions:

Bank Name:	Harris N.A.
ABA#:	071 000 288
Swift Code:	HATRUS44
Account#:	2750602
Bank Address:	111 West Monroe Street, Chicago, IL 60690
Beneficiary:	Grant Thornton LLP
Reference:	Bill Number: 952533012
(Mandatory)	Client Number: 6236315

City of Springfield
36 Court Street
Springfield, MA 01103



Division of Administration
and Finance

To: Springfield City Council
From: TJ Plante, Acting Chief Administrative & Financial Officer
Date: October 16, 2013
Re: Order for Council Meeting – 10/21/2013
Cc: Mayor Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the October, 21, 2013 Council meeting which will pay an FY13 invoice of \$3,000 for cash flow and yield verification services.

Background: This is a request to allow the Treasurer's department to pay a prior year (FY13) invoice from Grant Thornton LLP for services related to the \$26,355,000 General Obligation State Qualified Refunding Bonds and preparation of a report dated December 20, 2012 on behalf of the City of Springfield, Massachusetts to the City's financial advisors and bond holders.

These services were provided as part of the process to refinance outstanding debt. Taking advantage of low interest rates, the City refinanced its bonds in December 2012 and saved over \$2 million.

CAFO Certification: This memorandum will confirm that in my professional opinion, as the 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 Treasurer Grant Thornton (2374 : Bill of Prior Year - Treasurer - Grant Thornton)



City of Springfield

ADOPTED

Meeting: 10/21/13 07:00 PM
Initiator: Melvyn Altman
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2375

6.7

Order Authorizing Mayor to Execute Quitclaim Deed for Sale of WS Mooreland St. (08825-0004) to Witman Properties, Inc. (Mayor Sarno)

WHEREAS, the City of Springfield acquired title to certain real estate situated in Springfield, Massachusetts known as West Side Mooreland Street (Parcel-ID # 08825-0004) 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 Witman Properties, Inc., owner of the abutting property at 24 Mooreland 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 Witman Properties, Inc. for the transfer of title to West Side Mooreland Street (Parcel-ID # 08825-0004) for consideration of One Thousand Three Hundred Twelve and 50/100 (\$1,312.50).

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Zaida Luna, Ward 1 Councilor
SECONDER:	E. Henry Twiggs, Ward 4 Councilor
AYES:	Williams, Twiggs, Rooke, Luna, Shea, Fenton, Lysak, Walsh, Allen, Edwards, Ashe, Concepcion, Ferrera III



City of Springfield

TABLED

Meeting: 10/21/13 07:00 PM

Initiator: Kathy Breck

Sponsors: Mayor Domenic J. Sarno

DOC ID: 2380

6.8

An Order Appropriating Funds for the Eminent Domain Taking of Temporary and Permanent Easements for the Sumner Avenue -Allen Street Transportation Improvement Project (Mayor Sarno)

WHEREAS, the Department of Public Works has requested that the Springfield City Council approve an Order of Taking authorizing the eminent domain takings of five (5) permanent easements at Sumner Avenue, Allen Street and Gillette Avenue described herein (E-1, E-2, E-3, E-4, E-5) and twenty-five (25) temporary construction easements at Sumner Avenue, Allen Street, Abbott Street, Gillette Avenue, and Clement Street, as described herein (TE-1, TE-2, TE-3, TE-4, TE-5, TE-6, TE-7, TE-8, TE-9, TE-10, TE-11, TE-12, TE-13, TE-14, TE-15, TE-16, TE-17, TE-18, TE-19, TE-20, TE-21, TE-22, TE-23, TE-24, and TE-25), for purposes of constructing and maintaining improvements to certain ways in the City of Springfield, including driveway and slope modifications, grading, roadway widening, tree protection, handicap accessibility, clearing brush, sidewalks, site grading and improvements, for the "Sumner Avenue - Allen Street Transportation Improvement Project" ("Project"), as particularly described in the Order of Taking; and

WHEREAS, such takings are necessary to obtain all "rights of way" necessary for the Sumner Avenue - Allen Street Transportation Improvement Project to be undertaken by the Commonwealth of Massachusetts Highway Department; and

WHEREAS, the Chief Administrative and Financial Officer has certified to the Mayor and City Council, that in his professional opinion, after an evaluation of all pertinent financial information reasonably available, 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 eminent domain takings described herein and in the Order of Taking, 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;

IT IS ORDERED, that pursuant to its authority under Mass. Gen. Laws Chapter 43, Section 30, and Mass. Gen. Laws Chapter 79, the City Council hereby appropriates the sum of Seventeen Thousand Five-Hundred Eighty and 00/100 Dollars **(\$17,580.00)** for the payment of damages for the anticipated eminent domain taking of permanent easements and temporary construction easements for the Sumner Avenue - Allen Street Transportation Improvement Project as described in the Order of Taking, for the purposes of constructing and maintaining the Project, in Springfield, MA., to be paid from the following account:

Account # 23294000-576400-32913
Chapter 90 Fund account - \$17,580.00.

FINANCIAL IMPACT:

Appropriation of \$17,580 from the DPW Chapter 90 Fund Account

City of Springfield
36 Court Street
Springfield, MA 01103



Office of Management
and Budget

To: Springfield City Council
From: Timothy J. Plante , Chief Administrative & Financial Officer
Date: October 16, 2013
Re: Order for Council Meeting – 10/21/2013
Cc: Mayor Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Law Department for the October 21, 2013 Council meeting which appropriates \$17,580.00 for the payment of damages for the anticipated eminent domain taking of temporary and permanent easements for the Sumner Avenue-Allen Street Transportation Improvement Project.

Background: The purpose of this memo is to provide an explanation of the order sponsored by the Department of Public Works for the October 21, 2013 Council meeting which appropriates \$17,580.00 for the payment of damages for the anticipated eminent domain taking of temporary and permanent easements for the Sumner Avenue-Allen Street Transportation Improvement Project.

The Department of Public Works has requested that the Springfield City Council approve an Order of Taking authorizing the eminent domain takings of five (5) permanent easements at Sumner Avenue, Allen Street and Gillette Avenue, and twenty-five (25) temporary construction easements at Sumner Avenue, Allen Street, Abbott Street, Gillette Avenue, and Clement Street. These takings are necessary to obtain all "rights of way" necessary for the Sumner Avenue - Allen Street Transportation Improvement Project to be undertaken by the Commonwealth of Massachusetts Highway Department, as described in the Order of Taking. An additional \$17,580.00 will be required to pay for the anticipated damages to compensate the property owners for the use of their property for the project.

CAFO Certification: This memorandum will confirm that in my professional opinion, as the 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.



City of Springfield

TABLED

Meeting: 10/21/13 07:00 PM

Initiator: Kathy Breck

Sponsors: Mayor Domenic J. Sarno

DOC ID: 2382 B

6.9

Order of Taking of Temporary and Permanent Easements for the Sumner Avenue - Allen Street Transportation Improvement Project (Mayor Sarno)

IT IS ORDERED THAT the City Council, acting pursuant to Mass. General Laws Chapter 43, Section 30, and Mass. General Laws Chapter 79, upon the request of the Department of Public Works, does hereby take by eminent domain in the name and on behalf of the said City of Springfield, five (5) permanent easements at Sumner Avenue, Allen Street and Gillette Avenue described herein (E-1, E-2, E-3, E-4, E-5) and twenty-five (25) temporary construction easements at Sumner Avenue, Allen Street, Abbott Street, Gillette Avenue, and Clement Street, as described herein (TE-1, TE-2, TE-3, TE-4, TE-5, TE-6, TE-7, TE-8, TE-9, TE-10, TE-11, TE-12, TE-13, TE-14, TE-15, TE-16, TE-17, TE-18, TE-19, TE-20, TE-21, TE-22, TE-23, TE-24, and TE-25), for purposes of constructing and maintaining improvements to certain ways in the City of Springfield, including driveway and slope modifications, grading, roadway widening, tree protection, handicap accessibility, clearing brush, sidewalks, site grading and improvements, for the "Sumner Avenue - Allen Street Transportation Improvement Project" ("Project").

An appropriation of money has been duly made for this purpose by an Order approved by the City Council on this date.

Such permanent and temporary easements are taken together with all rights therein, both legal and equitable, including all privileges, appurtenances, restrictions, conditions, and all estates and rights of reverter, together with all trees upon said land and improvements, but excluding commercial signs, affixed to said land, excepting easements, rights, and interests specifically reserved herein.

The permanent easements and temporary easements are shown on plans entitled "*Sumner Avenue - Allen Street Transportation Improvement Project Plan of Easements*" ("Easement Plans"), on file with the Hampden County Registry of Deeds at Book of Plans at Book _____, Page _____, and on file with the Engineering Department of the City of Springfield Department of Public Works, 70 Tapley Street, Springfield, MA.

PERMANENT EASEMENTS

PERMANENT EASEMENT - PARCEL E-1

It is ORDERED, that a permanent easement for purposes of constructing and maintaining improvements to certain ways in the City of Springfield, for the Sumner Avenue - Allen Street Project, is hereby taken in the parcel of land described as Parcel E-1 below pursuant to and by virtue of Mass. General Laws Chapter 43, Section 30, and Mass. General Laws Chapter 79, of the Massachusetts General Laws; including any improvements, trees and shrubs located thereon;

That the permanent easement described below is shown on the aforementioned "Easement Plans" referenced above, on file with the Hampden County Registry of Deeds and the Engineering Department of the City of Springfield Department of Public Works ("DPW"), 70 Tapley Street, Springfield, MA. The permanent easement is described as follows:

A portion of a parcel of land located at N/S Sumner Avenue, now or formerly owned by the City of Springfield, containing an area of 92 square feet, more or less, and bounded and described as follows:

Beginning at a point on the north side of Sumner Avenue, said point lying N 14°-29'-22" W, 29.27' feet from baseline station 100+53.59;

Thence N 13°-54'-35" W through land of the grantor, 6.17 feet to a point;

Thence N 76°-05'-25" E through land of the grantor, 14.95 feet to a point;

Thence S 13°-54'-35" E through land of the grantor, 6.17 feet to a point on the north side of Sumner Avenue;

Thence S 76°-05'-25" W along the north side of Sumner Avenue, 14.95 feet to the point of beginning.

Although said parcel is stated above as belonging to the named owner, the ownership of said parcel is stated herein only insofar as said ownership is known or has been determined by the City Council, and accordingly, is so stated and shown only as a matter of information and belief.

PERMANENT EASEMENT - PARCEL E-2

It is ORDERED, that a permanent easement for purposes of constructing and maintaining improvements to certain ways in the City of Springfield, for the "Sumner Avenue - Allen Street Project", is hereby taken in the parcel of land described as Parcel E-2 below pursuant to and by virtue of Mass. General Laws Chapter 43, Section 30, and Mass. General Laws Chapter 79, of the Massachusetts General Laws; including any improvements, trees and shrubs located thereon;

A portion of a parcel of land located at 908 Allen Street, now or formerly owned by Judith M. Calabrese, containing an area of 113 square feet, more or less, and bounded and described as follows:

Beginning at the intersection of the east side of Harkness Avenue with the south side of Allen Street, said point lying N 74°-09'-13" E, 31.39 feet from baseline station 2+87.84;

Thence S 83°-43'-55" E along the south side of Allen Street, 22.32 feet to a point of non-tangent curvature;

Thence generally southwesterly through land of the grantor along a curve to the left having a radius of 18.00 feet, and an arc length of 32.11 feet to a point of non-tangency on the east side of Harkness Avenue;

Thence N 05°-57'-10" W along the east side of Harkness Avenue, 22.32 feet to the point of beginning.

Although said parcel is stated above as belonging to the named owner, the ownership of said parcel is stated herein only insofar as said ownership is known or has been determined by the City Council, and accordingly, is so stated and shown only as a matter of information and belief.

PERMANENT EASEMENT - PARCEL E-3

It is ORDERED, that a permanent easement for purposes of constructing and maintaining improvements to certain ways in the City of Springfield, for the "Sumner Avenue - Allen Street Project", is hereby taken in the parcel of land described as Parcel E-3 below pursuant to and by virtue of Mass.

General Laws Chapter 43, Section 30, and Mass. General Laws Chapter 79, of the Massachusetts General Laws; including any improvements, trees and shrubs located thereon;

A portion of a parcel of land located on the north side of Allen Street, Springfield, Massachusetts, now or formerly owned by June Elliot Lester, containing an area of 561 square feet, more or less, and bounded and described as follows:

Beginning at the intersection of the east side of Harkness Avenue with the southeasterly side of Sumner Avenue, said point lying N 72°-02'-57" E, 19.60 feet from baseline station 3+67.44;

Thence N 76°-00'-25" E along the southeasterly side of Sumner Avenue, 22.55 feet to a point;

Thence S 13°-56'-08" E through the land of the grantor, 29.02 feet to a point on the north side of Allen Street;

Thence N 83°-43'-55" W along the north side of Allen Street, 24.03 feet to a point at the intersection of the north side of Allen Street with the east side of Harkness Avenue;

Thence N 13°-56'-08" W along the east side of Harkness Avenue, 20.70 feet to the point of beginning.

This property is Registered land, by a deed recorded in the Hampden County Land Registry as Document# 84816, being Certificate of Title #23588.

Though said parcel is stated above as belonging to the named owner, the ownership of said parcel is stated herein only insofar as said ownership is known or has been determined by the City Council, and accordingly, is so stated and shown only as a matter of information and belief.

PERMANENT EASEMENT - PARCEL E-4

It is ORDERED, that a permanent easement for purposes of constructing and maintaining improvements to certain ways in the City of Springfield, for the "Sumner Avenue - Allen Street Project", is hereby taken in the parcel of land described as Parcel E-4 below pursuant to and by virtue of Mass. General Laws Chapter 43, Section 30, and Mass. General Laws Chapter 79, of the Massachusetts General Laws; including any improvements, trees and shrubs located thereon;

A portion of a parcel of land located at 1268 Sumner Avenue, Springfield, Massachusetts, now or formerly owned by Magnolia Enterprises, LLC., containing an area of 170 square feet, more or less, and bounded and described as follows:

Beginning at a point on the east side of Abbott Street, said point lying N 76°-49'-40" E, 20.39 feet from baseline station 5+01.68;

Thence S 22°-00'-47" E through land of the grantor, 32.64 feet to a point on the northwesterly side of Sumner Avenue;

Thence S 76°-00'-25" W along the northwesterly side of Sumner Avenue, 10.55 feet to a point at the intersection of the northwesterly side of Sumner Avenue with the east side of Abbott Street;

Thence N 03°-28'-55" W along the east side of Abbott Street, 32.87 feet to the point of beginning.

Although said parcel is stated above as belonging to the named owner, the ownership of said parcel is stated herein only insofar as said ownership is known or has been determined by the City Council, and accordingly, is so stated and shown only as a matter of information and belief.

PERMANENT EASEMENT - PARCEL E-5

It is ORDERED, that a permanent easement for purposes of constructing and maintaining improvements to certain ways in the City of Springfield, for the "Boston Road - Phase 1", is hereby taken in the parcel of land described as Parcel E-5 below pursuant to and by virtue of Mass. General Laws Chapter 43, Section 30, and Mass. General Laws Chapter 79, of the Massachusetts General Laws; including any improvements, trees and shrubs located thereon but excluding commercial signs;

A portion of a parcel of land located at 14 Gillette Avenue, Springfield, Massachusetts, now or formerly of Dominic A. and Geraldine Sarnelli, containing an area of 1 square foot, more or less, and bounded and described as follows:

Beginning at a point on the northeasterly side of Allen Street, said point lying N 06°-16'-05" E, 24.55 feet from baseline station 11+62.44;

Thence N 04°-24'-13" W through the land of the grantor, 8.68 feet to a point;

Thence N 85°-35'-47" E through the land of the grantor, 0.07' feet to a point;

Thence S 04°-45'-25" E along the westerly side of Gillette Avenue, 8.70 feet to a point;

Thence N 83°-43'-55" W along the northerly side of Allen Street, 0.13 feet to the point of beginning.

Although said parcel is stated above as belonging to the named owner, the ownership of said parcel is stated herein only insofar as said ownership is known or has been determined by the City Council, and accordingly, is so stated and shown only as a matter of information and belief.

TEMPORARY CONSTRUCTION EASEMENTS-

It is further ORDERED that the following temporary construction easements are hereby taken for purposes of constructing and maintaining improvements to certain ways in the City of Springfield, for the "Sumner Avenue - Allen Street Project", pursuant to Mass. General Laws Chapter 43, Section 30, and Mass. General Laws Chapter 79, including any non-commercial sign improvements, trees and shrubs located thereon, in the parcels of land described below within the limits of the Project as shown on the aforementioned "Easement Plans" on file with the Hampden County Registry of Deeds and the Engineering Department of the City of Springfield Department of Public Works ("DPW"), 70 Tapley Street, Springfield, MA, which plans are incorporated herein by reference;

Such temporary construction easements are acquired for the purposes of constructing and maintaining improvements to certain ways in the City of Springfield, including driveway and slope modifications, grading, roadway widening, tree protection, handicap accessibility, clearing brush, sidewalks, site grading and improvements to the Project;

Such temporary construction easements are temporary in nature and are to be in effect only until **five (5) years** from the date of recording of this instrument;

That included within said temporary construction easements ("TE") are twenty-five (25) parcels of land which are described below and are shown on the aforementioned Easement Plans which are generally described as follows:

Parcel TE-1: A portion of a parcel of land located on the north side of Sumner Avenue, Springfield, Massachusetts, supposed to be owned by the City of Springfield, consisting of approximately 302 square feet, from the Sumner Ave WB Construction Baseline station 100+04± LT to station 100+53.59 LT, and depicted as **TE-1** on the above-referenced Easement Plans on file with the DPW Engineering Division;

Parcel TE-2: A portion of a parcel of land located on the north side of Sumner Avenue, Springfield, Massachusetts, supposed to be owned by the City of Springfield, consisting of approximately 734 square feet, from the Sumner Ave WB Construction Baseline station 100+68± LT to the Allen St Construction Baseline station 11+09± RT, and depicted as **TE-2** on the above-referenced Easement Plans on file with the DPW Engineering Division;

Parcel TE-3: A portion of a parcel of land located at 1193 Sumner Avenue, Springfield, Massachusetts, supposed to be owned by Evergreen Mass Management, LLC., consisting of approximately 232 square feet, from the Sumner Ave EB Construction Baseline station 200+31± RT to station 200+81± RT, and depicted as **TE-3** on the above-referenced Easement Plans on file with the DPW Engineering Division;

Parcel TE-4: A portion of a parcel of land located at 1197 Sumner Avenue, Springfield, Massachusetts, supposed to be owned by Weissman Realty, LLC, consisting of approximately 236 square feet, from Sumner Ave EB Construction Baseline station 200+81± RT to station 201+32± RT, and depicted as **TE-4** on the above-referenced Easement Plans on file with the DPW Engineering Division;

Parcel TE-5: A portion of a parcel of land located at 1205 Sumner Avenue, Springfield, Massachusetts, supposed to be owned by Bark and Choi, LLC., consisting of approximately 138 square feet, from Sumner Ave EB Construction Baseline station 201+32± RT to station 201+61± RT, and depicted as **TE-5** on the above-referenced Easement Plans on file with the DPW Engineering Division;

Parcel TE-6: A portion of a parcel of land located at 1205-1211 Sumner Avenue, Springfield, Massachusetts, supposed to be owned by Gloria Weissman, consisting of approximately 6 square feet, from Sumner Ave EB Construction Baseline station 201+61± RT to station 201+62± RT, and depicted as **TE-6** on the above-referenced Easement Plans on file with the DPW Engineering Division;

Parcel TE-7: A portion of a parcel of land located at 1205-1211 Sumner Avenue, Springfield, Massachusetts, supposed to be owned by Gloria Weissman, consisting of approximately 16 square feet, from Sumner Ave EB Construction Baseline station 201+82± RT to station 201+90± RT, and depicted as **TE-7** on the above-referenced Easement Plans on file with the DPW Engineering Division;

Parcel TE-8: A portion of a parcel of land located at 1205-1211 Sumner Avenue, Springfield, Massachusetts, supposed to be owned by Gloria Weissman, consisting of approximately 19 square feet, from Sumner Ave EB Construction Baseline station 202+01± RT to station 202+10± RT, and depicted as **TE-8** on the above-referenced Easement Plans on file with the DPW Engineering Division;

Parcel TE-9: A portion of a parcel of land located at 1205-1211 Sumner Avenue, Springfield, Massachusetts, supposed to be owned by Gloria Weissman, consisting of approximately 44 square feet, from Sumner Ave EB Construction Baseline station 202+23± RT to station 202+32± RT, and depicted as **TE-9** on the above-referenced Easement Plans on file with the DPW Engineering Division;

Parcel TE-10: A portion of a parcel of land located at 1205-1211 Sumner Avenue, Springfield, Massachusetts, supposed to be owned by Gloria Weissman, consisting of approximately 173 square feet, from Sumner Ave EB Construction Baseline station 202+13± RT to station 202+33± RT, and depicted as **TE-10** on the above-referenced Easement Plans on file with the DPW Engineering Division;

Parcel TE-11: A portion of a parcel of land located at 7 Gillette Avenue, Springfield, Massachusetts, supposed to be owned by Lisa Pessolano, Trustee of the Zasio Realty Trust, consisting of approximately 483 square feet, from Allen St Construction Baseline station 12+44± LT to station 13+03± LT, and depicted as **TE-11** on the above-referenced Easement Plans on file with the DPW Engineering Division;

Parcel TE-12: A portion of a parcel of land located at 853 Allen Street, Springfield, Massachusetts, supposed to be owned by Joseph & Laura Frame, consisting of approximately 437 square feet, from Allen St Construction Baseline station 13+03± to station 13+42±, and depicted as **TE-12** on the above-referenced Easement Plans on file with the DPW Engineering Division;

Parcel TE-13: A portion of a parcel of land located at 4 Clement Street, Springfield, Massachusetts, supposed to be owned by Winifred H. Cardaropoli, consisting of approximately 803 square feet, from Sumner Ave WB Construction Baseline station 102+95± LT to station 104+02± LT, and depicted as **TE-13** on the above-referenced Easement Plans on file with the DPW Engineering Division;

Parcel TE-14: A portion of a parcel of land located at 1221 Sumner Avenue, Springfield, Massachusetts, supposed to be owned by Jeffrey Barbeau, consisting of approximately 128 square feet, from Sumner Ave EB Construction Baseline station 202+71± RT to station 203+34± RT, and depicted as **TE-14** on the above-referenced Easement Plans on file with the DPW Engineering Division;

Parcel TE-15: A portion of a parcel of land located at 1225 Sumner Avenue, Springfield, Massachusetts, supposed to be owned by Timothy J. & Kathleen Murphy, consisting of approximately 150 square feet, from Sumner Ave EB Construction Baseline station 203+34± RT to station 203+84± RT, and depicted as **TE-15** on the above-referenced Easement Plans on file with the DPW Engineering Division;

Parcel TE-16: A portion of a parcel of land located at 1235 Sumner Avenue, Springfield, Massachusetts, supposed to be owned by Dental Real Estate Holdings, LLC., consisting of approximately 477 square feet, from Sumner Ave EB Construction Baseline station 203+84± RT to station 204+85± RT, and depicted as **TE-16** on the above-referenced Easement Plans on file with the DPW Engineering Division;

Parcel TE-17: A portion of a parcel of land located at 1240 Sumner Avenue, Springfield, Massachusetts, supposed to be owned by People's Bank, consisting of approximately 1,371 square feet, from Sumner Ave WB Construction Baseline station 104+60± LT to station 106+08±,

and depicted as **TE-17** on the above-referenced Easement Plans on file with the DPW Engineering Division;

Parcel TE-18: A portion of a parcel of land located at 1260 Sumner Avenue, Springfield, Massachusetts, supposed to be owned by VK Heritage, LLC, consisting of approximately 1,194 square feet, from Sumner Ave WB Construction Baseline station 106+08± LT to Harkness Ave Construction Baseline station 5+69± LT, and depicted as **TE-18** on the above-referenced Easement Plans on file with the DPW Engineering Division;

Parcel TE-19: A portion of a parcel of land located at 16 Abbott Street, Springfield, Massachusetts, supposed to be owned by Delmar Wilcox, consisting of approximately 250 square feet, from Harkness Ave Construction Baseline station 5+69± LT to station 6+00± LT, and depicted as **TE-19** on the above-referenced Easement Plans on file with the DPW Engineering Division;

Parcel TE-20: A portion of a parcel of land located at 896 Allen Street, Springfield, Massachusetts, supposed to be owned by James M. Garvey, consisting of approximately 523 square feet, from the Sumner Ave EB Construction Baseline station 205+46± RT to station 206+53± RT, and depicted as **TE-20** on the above-referenced Easement Plans on file with the DPW Engineering Division;

Parcel TE-21: A portion of a parcel of land located at 900 Allen Street, Springfield, Massachusetts, supposed to be owned by Sisters' Kids, LLC., consisting of approximately 1,386 square feet, from the Sumner Ave EB Construction Baseline station 206+53± RT to Harkness Ave Construction Baseline station 1+96± LT, and depicted as **TE-21** on the above-referenced Easement Plans on file with the DPW Engineering Division;

Parcel TE-22: A portion of a parcel of land located at 908 Allen Avenue, Springfield, Massachusetts, supposed to be owned by Judith M. Calabrese, consisting of approximately 705 square feet, from the Sumner Ave EB Construction Baseline station 208+80±, to the Harkness Ave Construction Baseline station 1+95± RT, and depicted as **TE-22** on the above-referenced Easement Plans on file with the DPW Engineering Division;

Parcel TE-23: A portion of a parcel of land located at 1268 Sumner Avenue, Springfield, Massachusetts, supposed to be owned by Magnolia Enterprises, LLC., consisting of approximately 1,223 square feet, from Harkness Ave Construction Baseline station 6+00± RT to Sumner Ave WB Construction Baseline station 108+05± LT, and depicted as **TE-23** on the above-referenced Easement Plans on file with the DPW Engineering Division;

Parcel TE-24: A portion of a parcel of land located on the north side of Allen Street, Springfield, Massachusetts, supposed to be owned by June Elliot Lester, consisting of approximately 150 square feet, from Sumner Ave EB Construction Baseline station 208+02± LT to station 208+07± LT, and depicted as **TE-24** on the above-referenced Easement Plans on file with the DPW Engineering Division. This is Registered Land, by a deed recorded in the Hampden County Land Registry as Document #84816, being Certificate of Title #23588;

Parcel TE-25: A portion of a parcel of land located at 14 Gillette Avenue, Springfield, Massachusetts, supposed to be owned by Dominic A. Sarnelli & Geraldine Sarnelli, consisting of approximately 96 square feet, from the Allen Street Construction Baseline station 11+51± LT to station 11+62.44 LT, and depicted as **TE-25** on the above-referenced Easement Plans on file with the DPW Engineering Division;

Although said parcels are stated above as belonging to the named owner, the ownership of said parcel is stated herein only insofar as said ownership is known or has been determined by the City Council, and accordingly, is so stated and shown only as a matter of information and belief.

AWARD OF DAMAGES

It is ORDERED that the City of Springfield makes the following awards for damages sustained by the owner/owners, and mortgagees of record and others as required by law, having an interest in the area or areas hereinbefore described in the taking of or injury to his/their/its property by reason of the taking of the permanent easements and temporary construction easements taken for construction of the Project, including any improvements, trees or shrubs:

DAMAGES FOR PERMANENT EASEMENTS

PARCEL	SUPPOSED OWNER/MORTGAGEE OF RECORD	S.F. AREA	AWARD OF DAMAGES
E-1	City of Springfield	92 sf	\$ 0.00
E-2	Judith M. Calabrese	113 sf	\$ 680.00
E-3	June Elliot Lester	561 sf	\$2,730.00
E-4	Magnolia Enterprises, LLC	170 sf	\$1,020.00
E-5	Dominic A. & Geraldine Sarnelli	1 sf	<u>\$ 100.00</u>

TOTAL FOR PERMANENT EASEMENTS:

\$4,530.00

Such taking is subject only to such interests of mortgagees and others as are required by law, and is made subject to the prior payment of any unpaid taxes, water and sewer use charges, betterments, if any, to the City of Springfield, MA.

DAMAGES FOR TEMPORARY EASEMENTS

PARCEL	SUPPOSED OWNER/MORTGAGEE OF RECORD	S.F. AREA	AWARD OF DAMAGES
TE-1	City of Springfield	302 sf	\$ 0.00
TE-2	City of Springfield	734 sf	\$ 0.00
TE-3	Evergreen Mass Management, LLC	232 sf	\$ 370.00
TE-4	Weissman Realty, LLC	236 sf	\$ 330.00
TE-5	Bark and Choi, LLC	138 sf	\$ 190.00
TE-6	Gloria A. Weissman	6 sf	\$ 100.00
TE-7	Gloria A. Weissman	16 sf	\$ 100.00
TE-8	Gloria A. Weissman	19 sf	\$ 100.00
TE-9	Gloria A. Weissman	44 sf	\$ 100.00
TE-10	Gloria A. Weissman	173 sf	\$ 280.00
TE-11	Lisa Pessolano, Trustee of Zasio Realty Trust	483 sf	\$ 620.00
TE-12	Joseph & Laura Frame	437 sf	\$ 570.00
TE-13	Winifred Cardaropoli	803 sf	\$1,040.00
TE-14	Jeffrey Barbeau	128 sf	\$ 200.00
TE-15	Timothy & Kathleen Murphy	150 sf	\$ 210.00
TE-16	Dental Real Estate Holdings, LLC	477 sf	\$ 760.00
TE-17	People's Bank	1371 sf	\$1,460.00
TE-18	VK Heritage, LLC	1194 sf	\$1,270.00
TE-19	Delmar Wilcox	250 sf	\$ 320.00
TE-20	James M. Garvey	523 sf	\$ 830.00
TE-21	Sisters' Kids, LLC	1386 sf	\$1,470.00
TE-22	Judith M. Calabrese	705 sf	\$1,120.00
TE-23	Magnolia Enterprises, LLC	1223 sf	\$1,300.00
TE-24	June Elliot Lester	150 sf	\$ 190.00
TE-25	Dominic A. & Geraldine Sarnelli	96 sf	\$ 120.00

TOTAL FOR TEMPORARY EASEMENTS:**\$13,050.00**

Such temporary construction easements are taken subject only to such interests of mortgagees and others as are required by law, and are subject to the prior payment of any unpaid taxes, water and sewer use charges, betterments, if any, to the City of Springfield, MA.

It is further ORDERED: that the City Treasurer be and is hereby authorized to pay said sums to the owners of the land specified above, or to their heirs, successors, or assigns when the same shall become payable as above provided;

that no damages be awarded, other than those above mentioned, inasmuch as no other damages will be sustained by any person, firm, or corporation in their land abutting the public way by reason of laying out and construction of the project within the limits described herein;

that no assessments be levied;

that the City Clerk, in the name and on behalf of the City, is hereby directed to give notice in compliance with Chapter 79 of the Massachusetts General Laws;

that within 30 days after the adoption of this order, the City Clerk is hereby ordered to certify and record a copy hereof, together with the aforementioned Easement Plans, in the Hampden County Registry of Deeds.

Approved by the City Council on _____, 2013:

Wayman Lee, Esq
City Clerk

Approved pursuant to Mass. Gen. Laws ch. 43, sec. 30:

Domenic J. Sarno
Mayor
Date signed: _____

FINANCIAL IMPACT:

The Order of Taking awards damages of \$17,580.00 to property owners. There is a separate appropriation order on the agenda to fund these awards.



City of Springfield

ADOPTED

Meeting: 10/21/13 07:00 PM
Initiator: Chris Kulig
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2383

6.10

Fire Donations (3) - \$175.00 (Mayor Sarno)

WHEREAS, the Fire Department has been awarded donations totaling \$175.00 from various individuals; and

WHEREAS, the funds provided by the donors were designated for the Fire Memorial Fund; and

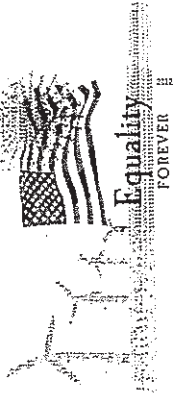
WHEREAS, the Department has accepted the donation and requests authorization from the City Council and the Mayor to expend the donation funds listed below; and

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 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 donation funds listed below for the purposes of such donation, subject to the approval of the Mayor, and the donation funds received shall be deposited with the City Treasurer and held as a separate account and may be expended for the purposes of the donation without further appropriation:

D. Morin-Ackerly	\$ 50.00
Brenda Blanchette	\$ 25.00
Jeannette A. Williams	\$ <u>100.00</u>
	\$ 175.00

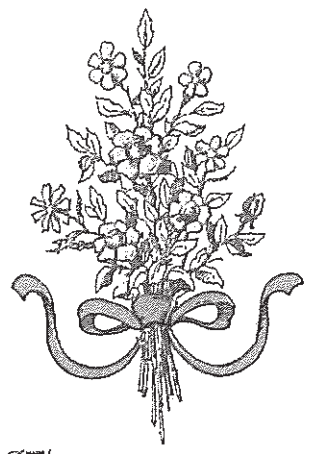
RESULT: PASSED BY VOICE VOTE



HARTFORD CT 061
01 OCT 2013 PM 7:1

City of Springfield/Springfield Fire Dept.
Memorial Fund
605 Worthington Street
Springfield, MA 01105

Mr. and Mrs. G. Akerly
102 Corona Street
Springfield, MA 01104



Royal Mail

6386
51-7689/2111
111

10-11-13
DATE

Pay to the order of
Fifty n. xx/100
\$50.00
DOLLARS

G. A. AKERLY
D. MORIN-AKERLY
102 CORONA ST.
SPRINGFIELD, MA 01104

FOR IN MEMORY OF Alice Hrobak R. Morin-Akerly

211176891103 01 0988396 6386

AMERICAN EAGLE
Federal Credit Union
East Hartford, CT 06118

In Loving Memory of
Alice Hrobak

☐ To be used according to the wishes of the family.

☐ Masses ☐ Churches ☐ Flowers ☐ Fraternal orders

☒ Other Spfld Fire Dept Memorial Fund

With the Sympathy of
The Akerly Family

Attachment: Fire donations x3 (2383 : Fire Donations (3) - \$175.00)

1305

53-7098/2118

Brenda C Blanchette

4 Highland Vlg. Apt C

Ware, Ma 01082

Oct 3, 2013

City of Springfield

Pay Springfield Fire Dept Memorial Fund \$25.00

To the order of Twenty Five Dollars and 00/100

Country Bank

In memory of Alice C. Hobak

Brenda C Blanchette

⑆211870980⑆ 4840003927⑈ 1305

CHECK FOR THE CURE

SUSAN G. KOMEN
FOR THE CURESecurity Features
Look for the
Color of Bank

Oct 3, 2013

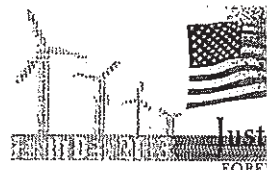
Enclosed please find
a check for a donation
for:In loving memory of
Alice C. Hobak

Thank you

Brenda C Blanchette

HARTFORD CT 061

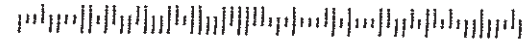
03 OCT 2013 PM 4 L



Attachment: Fire donations x3 (2383 : Fire Donations (3) - \$175.00)

City of Springfield/Springfield Fire Dept.
Memorial Fund
605 Worthington Street
Springfield, MA 01105

01105119600



260 Telford M
Deerfield Beach, FL 33442

Attachment: Fire donations x3 (2383 : Fire Donations (3) - \$175.00)

WEST PALM BEACH FL 334

01 OCT 2013 PM 3:1



Springfield Fire Department
605 Worthington Street
Springfield Mass 01105-1196

10-1-13

This donation in the name of
Raymond C. Herman who passed
away 9-13-13

His wife Marianne Herman
48 Laurel Rd. Wilbraham 01095

My husband Dick Williams a
28 1/2 yr Fire Fighter who passed
away 2/17/09 Loved Their Job

Jeannette Williams
260 Telford M
Deerfield Beach FL 33442

Bank of America Advantage

JEANNETTE A. WILLIAMS

2-06

1454

53-13/110 MA
88164

10-1-13

Date

Pay
to the order of

City of Springfield

\$ 100-

One Hundred

Dollars



Security
Features
Details on
Back

Bank of America

ACH R/T 011000138

Memo

Fire Dept

Jeannette Williams

MP

⑆011000138⑆ 004605077670⑆1454



City of Springfield

ADOPTED

Meeting: 10/21/13 07:00 PM
Initiator: Chris Kulig
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2384

6.11

Byrne JAG Grant - \$157,193 - No Match (Mayor Sarno)

WHEREAS, the Police Department has been awarded an Edward Byrne Memorial Justice Assistance Grant (JAG) for \$157,193.00 from the Department of Justice; and

WHEREAS, the grant is intended for support of a broad range of activities to prevent and control crime; and

WHEREAS, the Department intends to use the grant funds for equipment and technology upgrades and replacement for priority areas in the delivery of modern police services; and

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

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

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

FY14 Edward Byrne Memorial Justice Assistance Grant \$157,193.00

RESULT: PASSED BY VOICE VOTE



Department of Justice
Office of Justice Programs

Bureau of Justice Assistance

Office of Justice Programs

Washington, D.C. 20531

August 26, 2013

The Honorable Domenic J. Sarno
City of Springfield
36 Court Street
City Hall
Springfield, MA 01103-1698

Dear Mayor Sarno:

On behalf of Attorney General Eric Holder, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 13 Edward Byrne Memorial Justice Assistance Grant (JAG) Program: Local in the amount of \$157,193 for City of Springfield.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Michael Boltner, Program Manager at (202) 514-0686; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0736, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

Denise O'Donnell

Denise O'Donnell
Director

Enclosures



City of Springfield

ADOPTED

Meeting: 10/21/13 07:00 PM
Initiator: Chris Kulig
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2385

6.12

SSYI Grant - \$376,375 - No Match (Mayor Sarno)

WHEREAS, the Police Department ("Department") has been awarded a "Safe and Successful Youth Initiative" Grant of \$376,375.00 from the Executive Office of Health and Human Services; and

WHEREAS, the grant's purpose is to fund a multi-faceted strategy for reducing youth violence in the Commonwealth; and

WHEREAS, the Department intends to use the grant funds to implement a coordinated intervention strategy focused on "proven risk youth" identified as the highest risk individuals for being perpetrators or victims of shootings or stabbing violence; and

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

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

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

Safe and Successful Youth Initiative Grant \$376,375.00

RESULT: PASSED BY VOICE VOTE



DEVAL L. PATRICK
Governor

TIMOTHY P. MURRAY
Lieutenant Governor

JOHN W. POLANOWICZ
Secretary

The Commonwealth of Massachusetts
Executive Office of Health and Human Services
One Ashburton Place, Room 1109
Boston, Massachusetts 02108

Tel: (617) 573-1600
Fax: (617) 573-1891
www.mass.gov/cohhs

August 27, 2013 (via email)

Mr. Brian Elliott
City of Springfield Police Department
130 Pearl Street
Springfield, MA 01105

Dear Mr. Elliott:

On behalf of the Executive Office of Health and Human Services, I am pleased to inform you that the City of Boston has been selected to receive continued funding for the FY14 cycle of the Safe and Successful Youth Initiative in the amount of \$376,375.00. This funding is to cover your programmatic expenses until December 31st 2013. As you may be aware this funding constitutes an amendment of your existing contract which expires June 30th of next year.

We look forward to continuing to work with you on this important initiative.

Sincerely,

A handwritten signature in cursive script that reads "Kathy Betts".

Kathy Betts
Assistant Secretary for Children, Youth and Families
Executive Office of Health and Human Services



City of Springfield

ADOPTED

Meeting: 10/21/13 07:00 PM
Initiator: Kathy Breck
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2386

6.13

Order Authorizing Contracts Over 3 Years for School Transportation Services (Mayor Sarno)

WHEREAS, Massachusetts General Laws chapter 30B, section 12(b) provides that the Chief Procurement Officer may not award a contract for more than three(3) years without a majority vote of the governmental body; and

WHEREAS, the Springfield Public Schools is preparing to issue one or more Invitations to Bid for School Transportation Services and requests authorization to advertise for a 5-year contract term for each bid in an effort to obtain better pricing and to allow for greater certainty and stability when budgeting for school transportation expenses; and

WHEREAS, the Springfield Public Schools has recommended that a 5-year contract would be more beneficial to the City than a standard 3-year contract;

NOW THEREFORE BE IT ORDERED, pursuant to Mass. Gen. Laws ch. 30B, section 12(b), that the City Council approves the awarding of a contract for school transportation services for a term of up to five (5)years.

RESULT: PASSED BY VOICE VOTE



City of Springfield

ADOPTED

Meeting: 10/21/13 07:00 PM
Initiator: Wayman Lee
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2377 A

6.14

Municipal Election Warrant - November 5, 2013 (Mayor Sarno)

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 ATTCHED WARD AND PRECINCT NUMBERS AND POLLING LOCATIONS

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

To cast their votes in the Municipal Preliminary and Municipal Election for the candidates of political parties for the following offices:

CITY COUNCIL BY WARD..... FOR THIS
MUNICIPALITY
CITY COUNCIL AT LARGE FOR THIS
MUNICIPALITY
SCHOOL COMMITTEE AT LARGE..... FOR THIS
MUNICIPALITY
SCHOOL COMMITTEE BY DISTRICT..... FOR THIS
MUNICIPALITY

Hereof fail not and make return of this warrant with your doings thereon at the time and place of said voting.

Given under my hands this day of October 21, 2013.

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****October 21, 2013**

(Warrant must be posted at least *seven (7) days* prior to November 5, 2013)

RESULT: PASSED BY VOICE VOTE
--



City of Springfield

36 Court Street
Springfield, MA 01103

WITHDRAWN

ORDINANCE (ID # 2325)

Meeting: 10/21/13 07:00 PM

Department: Law

Category: Local Law

Prepared By: Anthony I. Wilson

Initiator: Anthony I. Wilson

Sponsors: At-Large Councilor Thomas M. Ashe

DOC ID: 2325 A

Pawnbrokers and Junk Dealers

Chapter 270 Pawnbrokers and Junk Dealers Proposed Ordinance

ORD. NO. ____270

AN ORDINANCE TO AMEND the Code of the City of Springfield, Chapter 270 thereof, entitled Pawnbrokers and Junk Dealers, by repealing and amending the following sections:

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

Section 1. Section 1 of Chapter 270, Pawnbroker's Licenses, fee, of the Code of the City of Springfield, is hereby amended to read as follows:

A. The Police Department may license suitable persons to carry on the business of pawnbrokers in this City, pursuant to the provisions of Chapter **140** of the General Laws. Upon application or license renewal of all persons involved in secondhand dealer or as a pawnbroker shall submit to a CORI check of their criminal history. The Police Commissioner or his designee shall determine the suitability of the applicant and/or employees of the applicant.

B. The fee for such license shall be \$200.

Section 2. Section 2 of Chapter 270, Junk and secondhand dealer's licenses, of the Code of the City of Springfield, is hereby amended to read as follows:

No person, firm, or corporation shall engage in the business of operating a shop for the purchase, sale or barter of secondhand articles without obtaining a license thereof and complying with the terms of this section. The Police Department may license suitable persons to be collectors of, dealers in or keepers of shops for the purchase, sale or barter of junk, old metal or secondhand articles, pursuant to the provisions of Chapter **140** of the General Laws.

Section 3. Section 3 of Chapter 270, Records of purchases, of the Code of the City of Springfield, is hereby amended to read as follows:

A. Every keeper of a shop for the purchase, sale or barter of junk, old metal or secondhand articles and every pawnbroker within the limits of this City shall keep a permanently bound book in which shall be written, at the time of every purchase or upon the receipt of

any article, a description thereof, which shall include, but shall not be limited to, all distinguishing marks, etchings, engravings, model names, model numbers and serial numbers. The name, age and residence of the person from whom, and the day and hour when, such purchase or receipt was made, and such book shall at all times be open to the inspection of officers of the Police Department and of any person authorized to make such inspection.

- B. The license holder shall photograph any and all items pawned, sold, pledged, or otherwise deposited with the license holder. The required photo shall be clear and such quality that the item(s) shall be clearly identified. The photos shall be stored in a digitized format and the image must be retrievable and a clear copy provided to police upon request. The above described photos shall be maintained by the license holder for a minimum of three years
- C. Every license holder shall allow a representative of the New England State Police Information Network (NESPIN) to enter his shop and install the software necessary on the shopkeepers computing device to allow the shopkeeper to electronically transmit a record of his/her transactions. Before the tenth hour of every day, ante meridian, every shopkeeper shall transmit a record of his/her transactions from the prior day. The record transmitted must include the information included in section 270-3(A) and (B) of this ordinance.

Section 4. Section 6 of Chapter 270, Dealing with minors, of the Code of the City of Springfield, is hereby amended to read as follows:

No keeper of a junk shop, second hand dealer, or pawnshop and no junk collector shall, directly or indirectly, either purchase or receive by way of barter or exchange any junk, old metal or secondhand articles of a minor knowingly or having reason to believe him to be such.

Section 5. Section 7(A) of Chapter 270, Time period for holding articles prior to resale, of the Code of the City of Springfield, is hereby amended to read as follows:

No article purchased or received by the keeper of a pawn shop or second hand dealer shall be sold until at least 30 days from the date of its purchase or receipt have elapsed. The article shall be kept in an unaltered condition for the required time period. For the

purposes of this section, "unaltered condition" means that the item or article shall be kept in the same condition it was in at the time it was brought into the shop by the seller.

Section 6. Section 8 of Chapter 270, Hours of business for junk shops or second hand dealers, of the Code of the City of Springfield, is hereby amended to read as follows:

pawn shops and second hand dealers shall be closed except between the hours of 7:00 a.m. and 9:00 p.m. of each weekday, and no keeper thereof and no junk collector shall purchase any junk, old metal or secondhand articles except during such hours. Any shop wishing to open on Saturday must receive written permission from the Police Commissioner or his designee. All pawn shops and second hand dealers must maintain regular business hours.

Section 7. Section 10 of Chapter 270, Purchase of certain items prohibited; violations and penalties, of the Code of the City of Springfield, is hereby amended include subsection "D" which is to read as follows:

D. Violations of any section of Chapter 270 may result in a fine of not less than \$300, suspension of license, or revocation of license.

HISTORY:

09/09/13 City Council

RULE 20

Next: 10/07/13

10/07/13 City Council

REFERRED TO COMMITTEE

Next: 10/21/13

RESULT: WITHDRAWN


City of Springfield

 36 Court Street
 Springfield, MA 01103

ADOPTED
ORDINANCE 2013-7

Meeting: 10/21/13 07:00 PM

Department: Law

Category: General

Prepared By: Anthony I. Wilson

Initiator: Anthony I. Wilson

Sponsors: Ward 4 Councilor E. Henry Twiggs

DOC ID: 2367 A

City Council Compensation - Second Step

AN ORDINANCE (A LOCAL LAW) TO AMEND the Code of the City of Springfield, Section 1 of Chapter 61 thereof, entitled Compensation, by amending section 1 of Chapter 61.

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

Section 1. Section 1 of Chapter 61, Compensation, of the Code of the City of Springfield, is hereby amended to read as follows:

The annual compensation of the President of the City Council shall be \$20,000, and the annual compensation of all other members of the City Council shall be \$19,500 per annum, effective January 1, 2014, and thereafter. Said sums shall be paid in equal installments at the end of each month of service.

HISTORY:

10/07/13 City Council

REQUESTED ROLL CALL

Next: 10/21/13

RESULT:	SECOND & THIRD STEPS [8 TO 5]
MOVER:	E. Henry Twiggs, Ward 4 Councilor
SECONDER:	Kateri B. Walsh, At-Large Councilor
AYES:	Williams, Twiggs, Luna, Shea, Fenton, Walsh, Allen, Edwards
NAYS:	Rooke, Lysak, Ashe, Concepcion, Ferrera III


City of Springfield

 36 Court Street
 Springfield, MA 01103

ADOPTED
ORDINANCE 2013-8

Meeting: 10/21/13 07:00 PM

Department: Law

Category: General

Prepared By: Anthony I. Wilson

Initiator: Anthony I. Wilson

Sponsors: Concepcion, Twiggs, Shea, Fenton, Ashe, Rooke

DOC ID: 2368 B

Chapter 61 Section 5 Compensation -Mayor's Compensation - Second Step

Chapter 61 Section 5 Compensation

ORD. NO. ____

AN ORDINANCE TO AMEND the Code of the City of Springfield, Section 5 of Chapter 61 thereof, entitled Compensation, by amending section 5 of Chapter 61.

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

Section 1. Section 5 of Chapter 61, Compensation, of the Code of the City of Springfield, is hereby amended to read as follows:

The annual compensation of the Mayor shall be \$95,000, and effective the first Monday in January, 2014, the annual compensation shall be \$135,000.00.

HISTORY:

10/07/13 City Council

FIRST STEP

Next: 10/21/13

RESULT:	SECOND & THIRD STEPS [UNANIMOUS]
MOVER:	Timothy J. Rooke, At-Large Councilor
SECONDER:	Michael A. Fenton, Ward 2 Councilor
AYES:	Williams, Twiggs, Rooke, Luna, Shea, Fenton, Lysak, Walsh, Allen, Edwards, Ashe, Concepcion, Ferrera III



City of Springfield
36 Court Street
Springfield, MA 01103

TABLED

SPECIAL ACT (ID # 2328)

Meeting: 10/21/13 07:00 PM
Department: Law
Category: General
Prepared By: Anthony I. Wilson
Initiator: Anthony I. Wilson
Sponsors: Luna, Ferrera III, Williams
DOC ID: 2328

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 Thirteen

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, employees of 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,

City of Springfield
36 Court Street
Springfield, MA 01103

CITY OF SPRINGFIELD
In the City Council , 2013

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.

HISTORY:

09/09/13 City Council
Next: 10/07/13

REFERRED TO COMMITTEE

10/07/13 City Council
Next: 10/21/13

REFERRED TO COMMITTEE

REPORT TO CITY COUNCIL**ZONE CHANGE HEARING****PLOT and SECTION#: 3152****DATE: October 21, 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: City Wide

CHANGE REQUESTED: See Above

RECOMMENDATION: Recommend

Respectfully Submitted,

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 #3152, 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:

Associate City Solicitor

In accordance with Mass. Gen. Laws c. 40A, section 5, the Planning Board held a hearing on October 21, 2013, regarding the above Ordinance amendment.

Kerry Dietz, Chairperson



CITY OF SPRINGFIELD

IN THE YEAR TWO THOUSAND AND THIRTEEN

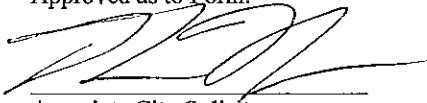
AN ORDINANCE

AMENDING THE ENTIRE CITY OF THE BUILDING ZONING MAP

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

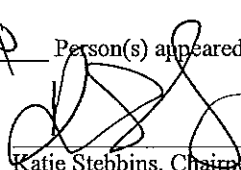
SECTION 1. The Zoning Ordinance of the City of Springfield, Massachusetts entitled "An Ordinance for Consolidating and Arranging, Enlarging, Modifying and Amending the Ordinances of the City Restricting Buildings, Structures, and Premises According to Their Use or Construction to Specified Parts of the City", text enacted, May 28, 2013, effective August 26, 2013, as amended, is hereby further amended by amending Article 2, Section 2.2 by adding the definition of a "Medical Marijuana Treatment Center" and by amending Article 4 by adding Section 4.7.100- "Interim Regulations for Medical Marijuana Treatment Centers". "The entire City 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 September 4, 2013, regarding the above Ordinance amendment.

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


Katie Stebbins, Chairperson



CITY OF SPRINGFIELD

IN THE YEAR TWO THOUSAND AND THIRTEEN

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, May 28, 2013, effective August 26, 2013, as amended, is hereby further amended by amending Article 2, Section 2.2 by adding the definition of a "Medical Marijuana Treatment Center" and by amending Article 4 by adding Section 4.7.100- "Interim Regulations for Medical Marijuana Treatment Centers". "The entire City Building Zone Map of the City of Springfield."

**REPORT TO CITY COUNCIL
ZONE CHANGE HEARING**

PETITION: #3152
SECTION: Entire City

DATE: September 5, 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: Amending Article 2, Section 2.2 by adding the definition of a "Medical Marijuana Treatment Center" and by amending Article 4 by adding Section 4.7.100- "Interim Regulations for Medical Marijuana Treatment Centers". "The entire City Building Zone Map of the City of Springfield."

PETITIONER'S PURPOSE STATEMENT: To provide the opportunity for the City of Springfield to study the potential impacts on adjacent uses and on the general public health, safety and welfare and to develop zoning and/or other applicable regulations that appropriately address these considerations consistent with statewide regulations and procedures.

DATE OF PUBLIC HEARING: September 4, 2013

DATE OF FINAL DECISION: September 4, 2013

BOARD MEMBERS PRESENT and COUNT: eight(8); Ms. Morin, Mr. Daniele, Ms. DeFillipo, Ms. Stebbins, Mr. Swan, Mr. Florian, Ms. McQuade and Mr. Cignoli

FINAL MOTION: APPROVE

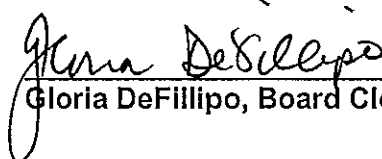
IN FAVOR: eight(8); Ms. Morin, Mr. Daniele, Ms. DeFillipo, Ms. Stebbins, Mr. Swan, Mr. Florina, Ms. McQuade and Mr. Cignoli

OPPOSED: zero (0)

ABSTAINED: N/A

RECOMMENDATION: APPROVE

Respectfully submitted,


Gloria DeFillipo, Board Clerk

Attachment: 3152_Medical_Marijuana_2013 (2342 : Interim Regulations for Medical Marijuana Treatment Centers)

PETITION: #3152
SECTION: Entire City

DATE: September 5, 2013

To amend the Springfield Zoning Ordinance by amending Article 2, Section 2.2 by adding the definition of a Medical Marijuana Treatment Center, to read as follows:

MEDICAL MARIJUANA TREATMENT CENTER. A MEDICAL MARIJUANA TREATMENT CENTER shall mean any medical marijuana center, as defined under state law (Chapter 369 of the Acts of 2012, enacted by the People of Massachusetts) as a Massachusetts not-for-profit entity that acquires, cultivates, possesses, processes (including but not limited to the development of related products such as food, tinctures, aerosols, oils or and/or ointments), transfers, transports, sells, distributes, dispenses and/or administers marijuana, products containing marijuana, related supplies, and/or educational materials to qualifying patients and/or their personal caregivers, which is properly licensed and registered by the Massachusetts Department of Public Health pursuant to all applicable state laws and regulations.

And to amend the Springfield Zoning Ordinance by amending Article 4 by adding Section 4.7.100 – Interim Regulations for Medical Marijuana Treatment Centers, to read as follows:

Section 4.7.100 Interim Regulations for Medical Marijuana Treatment Center(s)

4.7.101 Purpose

This section is intended to provide restrictions that will allow the City of Springfield adequate time to consider new regulations to allow facilities associated with the medical use of marijuana, to the extent that such facilities are allowed under state laws and regulations. Given that a law permitting the medical use of marijuana in the Commonwealth of Massachusetts is in effect as of January 1, 2013 and that the Massachusetts Department of Public Health has only recently promulgated the regulations by which facilities that produce and/or dispense medical marijuana shall be registered and administered, a restriction on the establishment of such facilities in the City of Springfield shall provide the opportunity to study their potential impacts on adjacent uses and on general public health, safety and welfare, and to develop zoning and/or other applicable regulations that appropriately address these considerations consistent with statewide regulations and permitting procedures.

4.7.102 Exclusion of Other Marijuana Uses

Any establishment that acquires, cultivates, possesses, processes (including but not limited to the development of related products such as food, tinctures, aerosols, oils or and/or ointments), transfers, transports, sells, distributes, dispenses and/or administers marijuana, products containing marijuana, related supplies and/or educational materials to qualifying patients and/or their personal caregivers shall not be permitted if such establishment has not been properly licensed and registered by the Massachusetts Department of Public Health pursuant to all applicable state laws and regulations and/or it is not operated as a not-for-profit entity and/or otherwise fails to meet the definition of a MEDICAL MARIJUANA TREATMENT CENTER.

4.7.103 Exclusion of Accessory Uses

In no case shall the acquisition, cultivation, possession, processing, transference, sale, distribution, dispensing and/or administration of marijuana, products containing or derived from marijuana or related products be considered accessory to any use.

4.7.104 Interim Restriction

MEDICAL MARIJUANA TREATMENT CENTERS shall not be permitted in any zoning district in the City of Springfield so long as Section 4.7.100 is in effect.

4.7.105 Expiration

This Section 4.7.100 shall be effective until June 30, 2014 or until such time that superseding regulations are adopted which addresses the impacts and operations of a MEDICAL MARIJUANA TREATMENT CENTER and related uses, whichever is sooner.

OFFICE OF PLANNING & ECONOMIC DEVELOPMENT

ANALYSIS FOR A ZONE CHANGE

INTERIM REGULATIONS FOR MEDICAL MARIJUANA TREATMENT CENTERS

GENERAL INFORMATION

Petitioner:	Planning Board
Request:	The proposal is to amend Article 2, Section 2.2 by adding the definition of a Medical Marijuana Treatment Center and by amending Article 4 by adding Section 4.7.100 – Interim Regulations for Medical Marijuana Treatment Centers (see attached for full language).
Location:	City Wide
Parcel Size:	N/A
Purpose:	Provide the city with an opportunity to review and assess the proposed impacts of the recently approved medical marijuana regulations to ensure compatibility with adjacent land uses and on the general public health, safety and welfare.
Surrounding Land Use and Zoning:	N/A
Comprehensive/ Neighborhood Plan:	N/A
Tax Status:	N/A
Planning Board Hearing:	9-4-13

SPECIAL INFORMATION

Traffic & Parking:	n/a
Physical Characteristics:	n/a
Other Notes:	n/a

ANALYSIS

As the Planning Board/City Council is aware, the citizens of the Commonwealth of Massachusetts recently approved a state wide referendum legalizing the medical use of marijuana. The law allowing the use of medical marijuana became effective as of January 1, 2013. As such, the City of Springfield is proposing to amend the existing Zoning Ordinance to include interim regulations to address this new use.

The intent of these regulations are to provide restrictions on this new use that will then allow the City of Springfield adequate time to consider new regulations to allow facilities associated with medical marijuana, to the extent that such facilities are allowed under state laws and regulations.

Further, given that the Massachusetts Department of Public Health has only recently promulgated the regulations and applications by which facilities that produce and/or dispense medical marijuana shall be registered and administered, these proposed restrictions on the establishment of such facilities in the City of Springfield will provide the opportunity to study the potential impacts on adjacent uses and on the general public health, safety and welfare and to develop zoning and/or other applicable regulations that appropriately address these considerations consistent with statewide regulations and procedures.

The proposed regulations will include the definition of a Medical Marijuana Treatment Center while also implementing interim regulations which would restrict this use until June 30, 2014 or until such time that superseding regulations have been adopted, whichever is sooner.

RECOMMENDATION

Approve.

**REPORT TO CITY COUNCIL
ZONE CHANGE HEARING**

PETITION: #3152
SECTION: Entire City

DATE: September 5, 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: Amending Article 2, Section 2.2 by adding the definition of a "Medical Marijuana Treatment Center" and by amending Article 4 by adding Section 4.7.100- "Interim Regulations for Medical Marijuana Treatment Centers". "The entire City Building Zone Map of the City of Springfield."

PETITIONER'S PURPOSE STATEMENT: To provide the opportunity for the City of Springfield to study the potential impacts on adjacent uses and on the general public health, safety and welfare and to develop zoning and/or other applicable regulations that appropriately address these considerations consistent with statewide regulations and procedures.

DATE OF PUBLIC HEARING: September 4, 2013

DATE OF FINAL DECISION: September 4, 2013

BOARD MEMBERS PRESENT and COUNT: eight(8); Ms. Morin, Mr. Daniele, Ms. DeFillipo, Ms. Stebbins, Mr. Swan, Mr. Florian, Ms. McQuade and Mr. Cignoli

FINAL MOTION: APPROVE

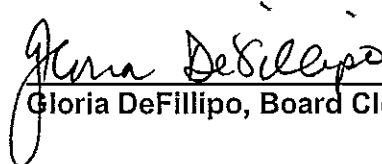
IN FAVOR: eight(8); Ms. Morin, Mr. Daniele, Ms. DeFillipo, Ms. Stebbins, Mr. Swan, Mr. Florina, Ms. McQuade and Mr. Cignoli

OPPOSED: zero (0)

ABSTAINED: N/A

RECOMMENDATION: APPROVE

Respectfully submitted,


Gloria DeFillipo, Board Clerk

Attachment: 3152_MM_Interim_Regulations_2013_CC (2342 : Interim Regulations for Medical Marijuana Treatment Centers)

Proposed Amendments:

to amend the Springfield Zoning Ordinance by amending Article 2, Section 2.2 by adding the definition of a Medical Marijuana Treatment Center, to read as follows:

MEDICAL MARIJUANA TREATMENT CENTER. A MEDICAL MARIJUANA TREATMENT CENTER shall mean any medical marijuana center, as defined under state law (Chapter 369 of the Acts of 2012, enacted by the People of Massachusetts) as a Massachusetts not-for-profit entity that acquires, cultivates, possesses, processes (including but not limited to the development of related products such as food, tinctures, aerosols, oils or and/or ointments), transfers, transports, sells, distributes, dispenses and/or administers marijuana, products containing marijuana, related supplies, and/or educational materials to qualifying patients and/or their personal caregivers, which is properly licensed and registered by the Massachusetts Department of Public Health pursuant to all applicable state laws and regulations.

and; to amend the Springfield Zoning Ordinance by amending Article 4 by adding Section 4.7.100 – Interim Regulations for Medical Marijuana Treatment Centers, to read as follows:

Section 4.7.100 Interim Regulations for Medical Marijuana Treatment Center(s)

4.7.101 Purpose

This section is intended to provide restrictions that will allow the City of Springfield adequate time to consider new regulations to allow facilities associated with the medical use of marijuana, to the extent that such facilities are allowed under state laws and regulations. Given that a law permitting the medical use of marijuana in the Commonwealth of Massachusetts is in effect as of January 1, 2013 and that the Massachusetts Department of Public Health has only recently promulgated the regulations by which facilities that produce and/or dispense medical marijuana shall be registered and administered, a restriction on the establishment of such facilities in the City of Springfield shall provide the opportunity to study their potential impacts on adjacent uses and on general public health, safety and welfare, and to develop zoning and/or other applicable regulations that appropriately address these considerations consistent with statewide regulations and permitting procedures.

4.7.102 Exclusion of Other Marijuana Uses

Any establishment that acquires, cultivates, possesses, processes (including but not limited to the development of related products such as food, tinctures, aerosols, oils or and/or ointments), transfers, transports, sells, distributes, dispenses and/or administers marijuana, products containing marijuana, related supplies and/or educational materials to qualifying patients and/or their personal caregivers shall not be permitted if such establishment has not been properly licensed and registered by the Massachusetts Department of Public Health pursuant to all applicable state laws and regulations and/or it is not operated as a not-for-profit entity and/or otherwise fails to meet the definition of a MEDICAL MARIJUANA TREATMENT CENTER.

4.7.103 Exclusion of Accessory Uses

In no case shall the acquisition, cultivation, possession, processing, transference, sale, distribution, dispensing and/or administration of marijuana, products containing or derived from marijuana or related products be considered accessory to any use.

4.7.104 Interim Restriction

MEDICAL MARIJUANA TREATMENT CENTERS shall not be permitted in any zoning district in the City of Springfield so long as Section 4.7.100 is in effect.

4.7.105 Expiration

This Section 4.7.100 shall be effective until June 30, 2014 or until such time that superseding regulations are adopted which addresses the impacts and operations of a MEDICAL MARIJUANA TREATMENT CENTER and related uses, whichever is sooner.



City of Springfield

36 Court Street
Springfield, MA 01103

Meeting: 10/21/13 07:00 PM

Department: City Council

Category: Council Request

Prepared By: Kelley Mickiewicz

Initiator: Thomas M. Ashe

Sponsors: At-Large Councilor Ashe, At-Large Councilor Rooke

DOC ID: 2372 B

ADOPTED

RESOLUTION (ID # 2372)

House Bill 1455 Senate Bill 633

WHEREAS, the SOL (Statute of Limitations) is the maximum amount of time a person has to bring a lawsuit from the time of the incident, and

WHEREAS, since civil SOL's are legislative conveniences which may be changed at the will of the Legislature, this also means that it is constitutional for the Legislature to allow victims who have run out of time under a statute of limitations to later bring suit, and

WHEREAS, Kathy Picard is an award winning child safety advocate and is a survivor of child sexual abuse, and

WHEREAS, Kathy is a speaker and writer that is working to raise awareness in all areas of child safety and has hosted many child safety events in the area, and

WHEREAS, Kathy and many other advocates have been working hard to resolve the situation on House Bill 1455 and Senate Bill 633 which is to extend or totally eliminate the time frame for a survivor to be able to go forward for the abuse of a predator for justice,

NOW, THEREFORE, BE IT RESOLVED that the Springfield City Council strongly urges the State Legislature to pass the SOL's House Bill 1455 and Senate Bill 633 for the victims who have already suffered enough and give them the opportunity they so deserve to have some kind of closure to the crime that was committed to them against their will.

RESULT: PASSED BY VOICE VOTE



City of Springfield

ADOPTED

Meeting: 10/21/13 07:00 PM

Initiator: Wayman Lee

Sponsors: Ferrera III, Williams, Luna, Lysak, Walsh

DOC ID: 2391

11.1

Pawnbrokers Moratorium (President At-Large Councilor Ferrera III, Vice President At-Large Councilor Williams, Ward 1 Councilor Luna, Ward 8 Councilor Lysak, At-Large Councilor Walsh)

RESULT: PASSED BY VOICE VOTE BY CONSENT VOTE