



City of Springfield

Regular Meeting

~ Draft ~

36 Court Street
Springfield, MA 01103
<http://www.springfieldcityhall.com>

Linda Fitzpatrick
413-787-6559

Monday, March 3, 2014

7:00 PM

Springfield City Hall -- Council Chambers

I. Call to Order

7:00 PM Meeting called to order on March 3, 2014 at Springfield City Hall -- Council Chambers, 36 Court Street, Springfield, MA.

Attendee Name	Title	Status	Arrived
Zaida Luna	Ward 1 Councilor	Present	
Clodo Concepcion	Ward 5 Councilor	Present	
E. Henry Twiggs	Ward 4 Councilor	Absent	
Kenneth E. Shea	Ward 6 Councilor	Present	
Kateri B. Walsh	Vice President - At-Large Councilor	Absent	
Melvin A. Edwards	Ward 3 Councilor	Present	
Bud L. Williams	At-Large Councilor	Present	
Orlando Ramos	Ward 8 Councilor	Present	
Timothy J. Rooke	At-Large Councilor	Present	7:02 PM
Timothy C. Allen	Ward 7 Councilor	Present	
Justin Hurst	At Large Councilor	Present	
Thomas M. Ashe	At-Large Councilor	Present	
Michael A. Fenton	President - Ward 2 Councilor	Present	

II. Communications

2. Order (ID # 2541)

January Revenue Vs. Expenditure Report

COMMENTS - Current Meeting:

Statement of Revenues, Expenditures and Other Sources 1-31-2014- **Read and T J Plante, CAFO made presentation to the City Council relative to the period ending 1/31/14 and the Report shows that the City had spent 60% of the yearly budget but was on track for the fiscal year 14. And that revenue was coming in as expected Council received the Report by a majority vote with Councilors Twiggs and Walsh absent and the Report was put on file for the Finance Committee to discussion.**

ATTACHMENTS:

- January Revenue Vs Expenditure Report 2-27-14 (PDF)

RESULT: RECEIVE REPORT

III. Reports

3. Informational (ID # 2523)

Order of Location for the Installation and Maintenance of Underground Utilities

<<Enter brief purpose>>
<<Insert proper utility template>>

COMMENTS - Current Meeting:

Read and the Council received the Report and Passed the Order by a majority voice vote with Councilors Twiggs and Walsh absent.

ATTACHMENTS:

- FIBERTECH PLAN - main street (PDF)
- FIBERTECH REPORT - main street(DOC)

RESULT: RECEIVED THE REPORT-PASSED

4. Informational (ID # 2533)

Order of Location for the Installation and Maintenance of Underground Utilities

<<Enter brief purpose>>
<<Insert proper utility template>>

COMMENTS - Current Meeting:

Read and the Council received the Report and Passed the Order by a majority voice vote with Councilors Twiggs and Walsh absent.

ATTACHMENTS:

- WMECO PLAN - 11 herman street #6179 (PDF)
- WMECO REPORT - 11 herman street #6179 (DOC)

RESULT: RECEIVED THE REPORT-PASSED

5. Informational (ID # 2534)

Order of Location for the Installation and Maintenance of Underground Utilities

<<Enter brief purpose>>
<<Insert proper utility template>>

COMMENTS - Current Meeting:

Read and the Council received the Report and Passed the Order by a majority voice vote with Councilors Twiggs and Walsh absent.

ATTACHMENTS:

- WMECO PLAN - 43 herman street #6178 (PDF)
- WMECO REPORT - 43 herman street #6178 (DOC)

RESULT: RECEIVED THE REPORT-PASSED

6. Informational (ID # 2535)

Order of Location for the Installation and Maintenance of Underground Utilities

<<Enter brief purpose>>
<<Insert proper utility template>>

COMMENTS - Current Meeting:

Read and the Council received the Report and Passed the Order by a majority voice vote with Councilors Twiggs and Walsh absent.

ATTACHMENTS:

- WMECO PLAN - 7 sorrento street #6180 (PDF)
- WMECO REPORT - 7 sorrento street #6180 (DOC)

RESULT: RECEIVED THE REPORT-PASSED

7. Informational (ID # 2536)

Order of Location for the Installation and Maintenance of Underground Utilities

<<Enter brief purpose>>

<<Insert proper utility template>>

COMMENTS - Current Meeting:

Read and the Council received the Report and Passed the Order by a majority voice vote with Councilors Twiggs and Walsh absent.

ATTACHMENTS:

- WMECO PLAN - 137 manchester terrace #6181 (PDF)
- WMECO REPORT - 137 manchester terrace #6181 (DOC)

RESULT: RECEIVED THE REPORT-PASSED

8. Informational (ID # 2537)

Order of Location for the Installation and Maintenance of Underground Utilities

<<Enter brief purpose>>

<<Insert proper utility template>>

COMMENTS - Current Meeting:

Read and the Council received the Report and Passed the Order by a majority voice vote with Councilors Twiggs and Walsh absent.

ATTACHMENTS:

- TCA PLAN - Armory Street - sheet 1 (PDF)
- TCA PLAN - Armory Street - sheet 2 (PDF)
- TCA REPORT - armory street (DOC)

RESULT: RECEIVED THE REPORT-PASSED

9. Informational (ID # 2538)

Order of Location for the Installation and Maintenance of Underground Utilities

<<Enter brief purpose>>

<<Insert proper utility template>>

COMMENTS - Current Meeting:

Read and the Council received the Report and Passed the Order by a majority voice vote with Councilors Twiggs and Walsh absent.

ATTACHMENTS:

- TCA PLAN - Albany Street (PDF)
- TCA REPORT - albany street (DOC)

RESULT: RECEIVED THE REPORT-PASSED**10. Informational (ID # 2548)**

Order of Location for the Installation and Maintenance of Underground Utilities

<<Enter brief purpose>>

<<Insert proper utility template>>

COMMENTS - Current Meeting:

Read and the Council received the Report and Passed the Order by a majority voice vote with Councilors Twiggs and Walsh absent.

ATTACHMENTS:

- WMECO REPORT - boston road #6173 (DOC)
- WMECO PLAN - boston road #6173 (PDF)

RESULT: RECEIVED THE REPORT-PASSED**IV. Reports of Committees - No Reports**

Read and there were no Committee reports.

V. Grants**11. Order (ID # 2542)**

Fire Donation - \$50.00

COMMENTS - Current Meeting:

Read and the Council Passed the Order by a majority voice vote with Councilors Twiggs and Walsh absent.

ATTACHMENTS:

- Fire Donation - \$50 00 (PDF)

RESULT: PASSED BY VOICE VOTE**12. Order (ID # 2551)**

Springfield Women's Commission Donation - \$100

COMMENTS - Current Meeting:

Read and the Council Passed the Order by a majority voice vote with Councilors Twiggs and Walsh absent.

ATTACHMENTS:

- Women's Commission Donation \$100 (PDF)

RESULT: PASSED BY VOICE VOTE

13. Order (ID # 2497)

An Order Accepting a Gift from PVTA

COMMENTS - Current Meeting:

Read and the Council Passed the Order by a majority voice vote with Councilors Twiggs and Walsh absent.

ATTACHMENTS:

- PVTA Bus Request (PDF)
- PVTA Acceptance Letter (PDF)

RESULT: PASSED BY VOICE VOTE

14. Order (ID # 2540)

East Forest Park Feasibility Study - Match Needed (\$29,000.00)

COMMENTS - Current Meeting:

Read and an explanation was given by Molly Fogarty, Director of the Library Department AND Patrick Sullivan, Director of Parks, Building and Recreation Management that the order is to authorize the City to apply for a grant from the Mass Board of Library Commissioners to fund a feasibility study and schematics design to examine the options for building a new East Forest park Branch Library and community meeting place in the amount of \$50,000 and the City to fund an additional \$29,000 for a total of \$79,000. Councilor Allen said that a site has been selected by neighbors for Nathan Bill Park and the site is owned by the City so there will be land takings. Councilor Williams asked what was the total cost and Ms. Fogarty said about \$4 million with the State paying 50% of the cost. Councilor Rooke asked if some of the other grant received by the Library could be used to pay for construction and Ms. Fogarty said no because those grants are restricted and the Order passed by a majority voice vote with Councilors Twiggs and Walsh absent.

ATTACHMENTS:

- MPLCP - East Forest Park (PDF)

RESULT: PASSED BY VOICE VOTE

VI. General Business

15. Order (ID # 2556)

Request for Approval of Joint Labor Management Committee Arbitration Panel Award To International Brotherhood of Police Officers, Local 364

COMMENTS - Current Meeting:

Read and an explanation was given by William Mahoney, Director of the Departments of Humans Resources and Labor Relations that the Joint Labor Management Committee (JLMC) issued an award between the City and the International Brotherhood of Police Officers, Local 354 which granted among other things granted a 3 year contract; wages,

2% per year starting July 1, 2013; court time, increased from 3 to 4 hours; assignments, no change; mobile video and audio, rejected but set-up a study committee for next contract beginning in 2016; Quinn bill, City pay full cost for officer hired before 2009 and 50% for officers hired after 2009; light duty, granted light duty but added 1.5% cola effective 7-1-14 in additional to 2% increase; swap, officer swapping can be paid back within 6 weeks; random drug & alcohol testing, allowed 1 test within first 60 day of contract. Mr. Mahoney said that if the Council vote down the contract the agreement would be null and void and the parties would go back to negotiations. Councilor Concepcion asked if the how come it took so long and Mr. Mahoney said that is not unusual give the issues involved. Councilor Edwards said it not the whole contract but about the cameras in the cruisers and how the City dropped the ball on cameras and Mr. Mahoney said the City did not "drop the ball" as the City had a pilot plan for cameras and had a full policy on the table at least 3 moth before arbitration with no feedback for the Union, also brought in sample of all types of cameras and had an expert testified at the arbitration hearing. Councilor Edwards also asked if the contract is approved would the City be able to negotiate the cameras before 2016 and Mr. Mahoney said only if the Union voluntarily reopened the contract. Councilor Shea said he was concerned at the camera issue but he also had an issue with "unfunded mandates" by the State of the Quinn Bill but he will be supporting the contract. Councilor Rooke said that the Council decision is simple either "approve or denied" the award and to not get into negotiating the contract and he supporting the award and he hopes that it unanimous vote. Councilor Hurst said that his concerns do not trump an arbitrators award as both parties enter into the process in good faith and we have to live with the results. Councilor Williams said that the Council needs someone at the table when a contract goes to arbitration because it the Council that has to fund the award. Councilor Williams said that he wanted residency and cameras and he heard from both sides saying that it the other party that did not put things on the table or the Union did not want residency and cameras so he does know who to believe. Mr. Mahoney said the City wants 7 issue on the table including "residency" but the Union only wanted 5 and the panel only allowed 5, so the City took residency off the table because the City has lost on that issue 2 times in the past and he did not want to make it 3 times. Councilor Williams asked how much would it cost for cameras and Mr. Mahoney said about \$5,000 per car or about 1 million dollars. Councilor Ramos said he supports cameras and audio in police cars and that the Council be part of the process and the Law Department over the pass 10 years has spent more than a million dollars defending the actions of the police department misconduct. Councilor Ramos also said he wanted to hear from both sides that they will commits to forming the committee and making this happen before 2016 and Mr. Mahoney said that only if the Union voluntarily reopened the contract. Councilor Ramos asked if someone from the Union could speak and Attorney Kevin Coyle, the Union attorney spoke saying that the cameras are a complex issue that has to do with privacy's rights, how, when they are turn on, who get to see & listen to recordings and what urban departments are using the cameras so they can go look at the use and none of the questions were answer in prior negotiation and the Oder passed by the following roll call vote.

ATTACHMENTS:

- Exhibit A, JLMC Arbitration Award and Decision (PDF)
- Sarno D re JLMC award 2-11-14 (DOC)

RESULT:	ADOPTED [11 TO 0]
MOVER:	Clodo Concepcion, Ward 5 Councilor
SECONDER:	Timothy J. Rooke, At-Large Councilor
AYES:	Luna, Concepcion, Shea, Edwards, Williams, Ramos, Rooke, Allen, Hurst, Ashe, Fenton
ABSENT:	E. Henry Twiggs, Kateri B. Walsh

(16.) ORD-2014-3 Board of Police Commissioners

AMENDING CHAPTER 16, OF THE REVISED ORDINANCES OF THE CITY OF SPRINGFIELD, 1986, AS AMENDED IS HEREBY FURTHER AMENDED BY ADDING ARTICLE XIX THERETO: BOARD OF POLICE COMMISSIONERS.

Chapter 16, of the Revised Ordinances of the City of Springfield, 1986, as amended, is hereby further amended by adding the following new Article XIX thereto:

Article XIX

BOARD OF POLICE COMMISSIONERS

Sections:

Section 59Established--Appointment and number of board.

Section 60Terms of office.

Section 61Qualifications of members.

Section 62Filling vacancies-Compensation.

Section 63Rules of government-Chairperson.

Section 64Powers of mayor to be exercised by board.

Section 65 Management and control of members and signal system.

Section 66Rules for maintenance of department.

Section 67Absences from department.

Section 68 Adoption of rules and regulations for government and discipline.

Section 69 Monthly meetings;--Annual estimate of necessary maintenance--Accounting for expenditures.

Section 59 Established-Appointment and number of board. A board of police commissioners is established. Such board shall consist of five (5) persons who shall be appointed by the mayor.

Section 60 Terms of office. A. The first and second appointees to the board shall serve three (3) year terms. The third and fourth appointees to the board shall serve two (2) year terms and the fifth appointee to the board shall serve a one (1) year term.

B. Annually thereafter appointees to the board shall serve three (3) year terms. Each term shall expire on the first Monday in April in the year the term expires. Members may serve on the board of police commissioners beyond the expiration of his/her term until his/her successor is appointed.

Section 61 Qualifications of members. A. No person shall be appointed a member of such board who has not been a resident of the city for at least three (3) years next prior to his/her appointment, who is a member of the city council, an employee of city, or who holds any municipal or political office for which he receives compensation.

B. Removal from the city, membership in the city council or the holding of any such public office shall automatically vacate the office of a member of such board.

Section 62 Filling vacancies--Compensation. A. Vacancy in such board shall be filled in the manner of an original appointment within thirty (30) days from its occurrence. The members of such board shall serve without compensation.

Section 63 Rules of government--Chairperson. The board of police commissioners may make rules for the government of its procedure. It shall choose one (1) of its members to be chairperson and may prescribe the length of his/her term.

Section 64 Powers of mayor to be exercised by board. The powers and duties vested in the mayor and the city council by chapter 244 of the Acts of 1909 shall be exercised and performed by the board of police commissioners.

Section 65 Management and control of members and signal system. The board of police commissioners shall, subject to the provisions of this chapter, have the appointment, management and control of the members and employees of the police department and of the superintendent of the police signal system.

Section 66 Rules for maintenance of department. The board of police commissioners shall make such lawful rules for the maintenance of the police department, including the regulation, government and discipline of such members and employees, and for the direction and control of those having charge of such signal system, including employees thereof, as it deems wise and proper.

Section 67 Absences from department. The board of Police commissioners shall have the power to examine into absences of members and employees of the department, other than those allowed by law or ordinance, and may approve or disapprove the payment of salary for the period of any absences.

Section 68 Adoption of rules and regulations for government and discipline. The rules and regulations for the government and

discipline of the police department as adopted and promulgated by the former board of police commissioners in the year 1939 with all amendments thereto, a copy of which rules and regulations and amendments thereto, duly attested, is on file with the city clerk, are adopted as and shall continue to be the lawful rules for the maintenance of the police department, and for the regulation, government and discipline of all members and employees thereof, until the adoption and promulgation of rules and regulations as heretofore provided.

Section 69 Monthly meetings-Annual estimate of necessary maintenance-Accounting for expenditures. A. The board of police commissioners shall meet at least once a month and shall annually in the month of January prepare and communicate to the mayor an estimate of the amount of money necessary for the maintenance and use of the department for the then current fiscal year, itemized as the mayor may require.

B. It shall keep or cause to be kept an accurate and detailed account of all expenditures of the police department, and annually in the month of January shall render to the city council an itemized and exact account of the same.

Approved as to form*:

Anthony Ivan Wilson
Associate City Solicitor

* This proposed ordinance effectively restores the Board of Police Commissioners ordinance that was in contained Chapter 2.58 of the Revised Ordinances of the City of Springfield, 1986 as amended. Chapter 2.58 was amended by the Springfield Financial Control Board on August 5, 2005, when the Board of Police Commissioners was abolished and the position of Police Commissioner was enacted. Should the Council act favorably on this ordinance then it should also amend Article XIII of Chapter 67 of the Revised Ordinances of the City of Springfield, 1986 as amended.

RESULT: TABLED

Next: 3/24/2014 7:00 PM

17. Resolution (ID # 2557)

Police Commission

COMMENTS - Current Meeting:

Read and an explanation was given by Councilor Hurst that the resolve was urge the Mayor to delay the appointment of a new Police Commissioner until the Council has voted on the re-establishment of the former Police Commission. Councilor Edwards also sated

that he is urging the Mayor to delay and to add candidates to including police captains and outside candidates including a nationwide search. Councilor Allen said the school superintendent included a nationwide search and a local person was chosen so the if the local candidate is the best he will be selected. Councilor Concepcion said he not in favor of going all over the country because we have the talent already in the City. Councilor Ashe said he can not support the resolve because he likes the local talent. Councilor Ramos said he would be supporting the resolve because the process should be a open process with nothing to hide. Councilor Williams said that the interviews should be in public and the last time a Police Commissioner was hired it was televised and a open public process would be the best for all the citizens of the City. Councilor Shea said he believed in an open process because if you don't the person hired will wonder if and be looking over his shoulder as to why he was picked and the Resolve passed by a majority voice vote with Councilors Concepcion, Rooke and Ashe voting no and Councilors Twiggs and Walsh absent.

RESULT: PASSED BY VOICE VOTE

(18.) (ID # 2558) Chapter 270 Pawnbrokers and Junk Dealers

AN ORDINANCE (A LOCAL LAW) 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 3 of Chapter 270, Records of purchases, of the Code of the City of Springfield, is hereby amended to include:

- G. The purchase, sale or barter of junk, old metal or secondhand articles weighing more than one ton for a single transaction shall be exempt from the provisions of Subsection E and D.

Section 7 of Chapter 270, Time period for holding articles prior to resale, of the Code of the City of Springfield, is hereby amended to include:

- C. The purchase, sale or barter of junk, old metal or secondhand articles weighing more than one ton for a single transaction shall be exempt from the provisions of Subsection A.

RESULT: TABLED

Next: 3/24/2014 7:00 PM

19. Order (ID # 2545)

Pine Point Expansion Bond - \$750,000

COMMENTS - Current Meeting:

Read and without questions the Order passed by the following roll call vote.

ATTACHMENTS:

- Bond Order Publications (PDF)

RESULT:	ADOPTED [10 TO 0]
MOVER:	Timothy C. Allen, Ward 7 Councilor
SECONDER:	Kenneth E. Shea, Ward 6 Councilor
AYES:	Luna, Concepcion, Shea, Edwards, Ramos, Rooke, Allen, Hurst, Ashe, Fenton
ABSENT:	E. Henry Twiggs, Kateri B. Walsh, Bud L. Williams

20. Order (ID # 2546)

Boston Road Bond Authorization - \$6,000,000

COMMENTS - Current Meeting:

Read and without questions the Order passed by the following roll call vote.

ATTACHMENTS:

- Bond Order Publications (PDF)
- CAFO Certification - Boston Road (PDF)

RESULT:	ADOPTED [10 TO 0]
MOVER:	Orlando Ramos, Ward 8 Councilor
SECONDER:	Justin Hurst, At Large Councilor
AYES:	Concepcion, Shea, Edwards, Williams, Ramos, Rooke, Allen, Hurst, Ashe, Fenton
ABSENT:	Zaida Luna, E. Henry Twiggs, Kateri B. Walsh

21. Order (ID # 2544)

Accelerated Repairs Bond Authorization - \$6,846,534.00

COMMENTS - Current Meeting:

Read and Councilor Rooke stating that this bond was back on because a request of Bond Counselor that the bond was incorrectly advertise and the Order passed by the following roll call vote.

ATTACHMENTS:

- Bond Order Publications (PDF)
- CAFO Certification - Accelerated Roof Repairs (DOCX)
- Ells ES Schematic Design TPB MSBA Review 11 1 13 (PDF)
- Public Day Schematic Design TPB MSBA Review 11 1 13 (PDF)
- Science Tech HS Schematic Design TPB MSBA - Review 11 1 13 (PDF)
- South End MS Schematic Design TPB MSBA - Review 11 1 13 (PDF)

RESULT: **ADOPTED [11 TO 0]**
MOVER: Timothy J. Rooke, At-Large Councilor
SECONDER: Timothy C. Allen, Ward 7 Councilor
AYES: Luna, Concepcion, Shea, Edwards, Williams, Ramos, Rooke, Allen, Hurst, Ashe, Fenton
ABSENT: E. Henry Twiggs, Kateri B. Walsh

22. Order (ID # 2543)

Central High Bond Authorization \$32,082,901

COMMENTS - Current Meeting:

Read and without questions the Order passed by the following roll call vote.

RESULT: **ADOPTED [11 TO 0]**
MOVER: Timothy C. Allen, Ward 7 Councilor
SECONDER: Kenneth E. Shea, Ward 6 Councilor
AYES: Luna, Concepcion, Shea, Edwards, Williams, Ramos, Rooke, Allen, Hurst, Ashe, Fenton
ABSENT: E. Henry Twiggs, Kateri B. Walsh

23. Order (ID # 2516)

Appropriation Order for Mount Carmel School Eminent Domain Taking, \$2,643,373.00

HISTORY:

02/03/14 City Council REFERRED TO COMMITTEE
 Next: 03/03/14

COMMENTS - Current Meeting:

Read and an explanation was given by T J Plante, CAFO, Kathy Breck, Deputy City Solicitor and Patrick Sullivan, Director of Parks, Building and Recreation Management that the order is to appropriate \$2,643,373 to purchase the building, real estate, personal property, furniture and equipment from the Roman Catholic Bishop of Springfield for educational purposes and the Order passed by the following roll call vote.

ATTACHMENTS:

- Exhibit a to Appropriation Order, Lease/Purchase Agreement for Mount Carmel School (PDF)
- Revision (TXT)

RESULT: **ADOPTED [11 TO 0]**
MOVER: Timothy C. Allen, Ward 7 Councilor
SECONDER: Bud L. Williams, At-Large Councilor
AYES: Luna, Concepcion, Shea, Edwards, Williams, Ramos, Rooke, Allen, Hurst, Ashe, Fenton
ABSENT: E. Henry Twiggs, Kateri B. Walsh

24. Order (ID # 2515)

Order of Taking of the Mount Carmel School Property, 36 Margaret Street for Municipal and Educational Purposes (Revised)

HISTORY:**02/03/14****City Council****REFERRED TO COMMITTEE****Next: 03/03/14****FINANCIAL IMPACT:**

Order awards eminent domain taking damages of \$2,644,258 for the property, all personal property and classroom furniture, and equipment. There is a separate appropriation order for this amount also on the agenda.

COMMENTS - Current Meeting:

Read and an explanation was given by T J Plante, CAFO, Kathy Breck, Deputy City Solicitor and Patrick Sullivan, Director of Parks, Building and Recreation Management that the order is to appropriate \$2,643,373 to purchase the building, real estate, personal property, furniture and equipment from the Roman Catholic Bishop of Springfield for educational purposes and the Order passed by the following roll call vote.

ATTACHMENTS:

- Exhibits a through G to Order of Taking (PDF)
- Revised Exhibits to Mount Carmel Order of Taking, Please Use This Version (PDF)

RESULT: ADOPTED [11 TO 0]**MOVER:** Timothy C. Allen, Ward 7 Councilor**SECONDER:** Kenneth E. Shea, Ward 6 Councilor**AYES:** Luna, Concepcion, Shea, Edwards, Williams, Ramos, Rooke, Allen, Hurst, Ashe, Fenton**ABSENT:** E. Henry Twiggs, Kateri B. Walsh**25. Order (ID # 2539)**

Grant of Permanent Easement to WMECO and Verizon for Brookings School Project

COMMENTS - Current Meeting:

Read and an explanation was given by Kathy Breck, Deputy City Solicitor that the order is to grant a easement to WMECO and Verizon New England to bring a data, electric and telephone lines to the New Brooking School Project and the Order passed by the following roll call vote.

ATTACHMENTS:

- Exhibit A - Easement Plan for WMECO and VERIZON Easement for Brookings School Project (PDF)
- Exhibit #1, Permanent Easement to WMECO and Verizon for Brookings School Project (PDF)

RESULT: ADOPTED [11 TO 0]**MOVER:** Melvin A. Edwards, Ward 3 Councilor**SECONDER:** Bud L. Williams, At-Large Councilor**AYES:** Luna, Concepcion, Shea, Edwards, Williams, Ramos, Rooke, Allen, Hurst, Ashe, Fenton**ABSENT:** E. Henry Twiggs, Kateri B. Walsh**26. Order (ID # 2547)**

Order Authorizing Mayor to Execute Quitclaim Deed for Sale of Eight (8) Foreclosed Tax Title Parcels to the Springfield Conservation Commission

COMMENTS - Current Meeting:

Read and an explanation was given by Melvyn Altman, Associate City Solicitor that the property is foreclosed tax title property that is being transferred to the Conservation Commission for conservation purposes for \$1 and the Order passed by the following roll call vote.

ATTACHMENTS:

- Deed WS Cabinet St. (DOC)

RESULT:	ADOPTED [11 TO 0]
MOVER:	Melvin A. Edwards, Ward 3 Councilor
SECONDER:	Bud L. Williams, At-Large Councilor
AYES:	Luna, Concepcion, Shea, Edwards, Williams, Ramos, Rooke, Allen, Hurst, Ashe, Fenton
ABSENT:	E. Henry Twiggs, Kateri B. Walsh

27. Order (ID # 2549)

Order Authorizing Mayor to Execute Quitclaim Deed for Sale of SS Jordan St., Lots 194-195 (07140-0038) to the Springfield Conservation Commission

COMMENTS - Current Meeting:

Read and an explanation was given by Melvyn Altman, Associate City Solicitor that the property is foreclosed tax title property that is being transferred to the Conservation Commission for conservation purposes for \$1 and the Order passed by the following roll call vote.

ATTACHMENTS:

- Deed SS Jordan St. (DOC)

RESULT:	ADOPTED [11 TO 0]
MOVER:	Melvin A. Edwards, Ward 3 Councilor
SECONDER:	Bud L. Williams, At-Large Councilor
AYES:	Luna, Concepcion, Shea, Edwards, Williams, Ramos, Rooke, Allen, Hurst, Ashe, Fenton
ABSENT:	E. Henry Twiggs, Kateri B. Walsh

28. Order (ID # 2550)

Order Authorizing Mayor to Execute Quitclaim Deed for Sale of ES Jamaica St. (07030-0054), WS Laurelwood Ln., Lot 66 (07562-0021), and SS Pineneedle Ln., Lot 45 (09745-0018) to the Springfield Conservation Commission

COMMENTS - Current Meeting:

Read and an explanation was given by Melvyn Altman, Associate City Solicitor that the property is foreclosed tax title property that is being transferred to the Conservation Commission for conservation purposes for \$1 and the Order passed by the following roll call vote.

ATTACHMENTS:

- Deed ES Jamaica St. (DOC)

RESULT:	ADOPTED [11 TO 0]
MOVER:	Melvin A. Edwards, Ward 3 Councilor
SECONDER:	Bud L. Williams, At-Large Councilor
AYES:	Luna, Concepcion, Shea, Edwards, Williams, Ramos, Rooke, Allen, Hurst, Ashe, Fenton
ABSENT:	E. Henry Twiggs, Kateri B. Walsh

(29.) ORD-2014-6 Order Amending the School Building Commission Ordinance to Add Two Voting Members

Amendment to School Building Commission Ordinance

WHEREAS, the School Building Commission, which oversees all school building projects estimated to cost in excess of \$3 million dollars, currently consists of seven (7) voting members, including three (3) persons appointed by the Mayor, the City Council President or designee, the Vice Chair of the School Committee or their designee, the Director of Facilities Management, and the Code Enforcement Commissioner, pursuant to City Ordinance Chapter 16, Section 16-28 (see copy attached hereto as Exhibit A); and

WHEREAS, the Superintendent of Schools currently serves as a non-voting member of the School Building Commission pursuant to Chapter 16, Section 16-28 (C); and

WHEREAS, the City is requesting to expand the number of members on the School Building Commission to make the Superintendent of Schools or their designee, and the Chief Administrative and Financial Officer (CAFO) or their designee, voting members, due to the impact of the Commission's decisions on the Springfield Public Schools, and the significant financial impact of these projects on the City;

NOW THEREFORE, The City Council hereby approves and enacts an amendment to Article XI of the Ordinances of the City of Springfield, entitled **BOARDS, COMMISSIONS AND COMMITTEES, Chapter 16, School Building Commission**, by deleting section 16-28, and substituting a new section 16-28, as set forth below.:

Section 1. Section 16-28 of Article XI of Chapter 16 is hereby amended by deleting the current section 16-28, and replacing it with a new section 16-28, as follows:

"Section 16-28. Composition and Compensation.

- A. The City School Building Commission shall consist of nine (9) voting members, of which three are appointed by the Mayor, who shall serve at the pleasure of the Mayor, and will continue to serve until a successor is appointed. One voting member shall be the City Council President or designee, and one voting member shall be the Vice Chairperson of the School Committee or designee. All members so appointed shall be residents of the City. The Mayor shall designate the Chairperson of the School Building Commission.

- B. The Director of Facilities Management, the Code Enforcement Commissioner, the Chief Administrative and Financial Officer or designee, and the Superintendent of Schools or designee, shall each be voting members of the City School Building Commission.
- C. All members of the City School Building Commission shall serve without receiving compensation."

RESULT:	SECOND & THIRD STEPS [11 TO 0]
MOVER:	Orlando Ramos, Ward 8 Councilor
SECONDER:	Timothy C. Allen, Ward 7 Councilor
AYES:	Luna, Concepcion, Shea, Edwards, Williams, Ramos, Rooke, Allen, Hurst, Ashe, Fenton
ABSENT:	E. Henry Twiggs, Kateri B. Walsh

COMMENTS - Current Meeting:

Read on February 3, 2014 and an explanation was given by Deputy City Solicitor Kathy Breck stating that the Ordinance was to expand the number of members on the School Building Commission to make the Superintendent of Schools or their designee, and the Chief Administrative and Financial Officer (CAFO) or their designee, voting members, due to the impact of the Commission's decisions on the Springfield Public Schools, and the significant financial impact of these projects on the City and was referred to the Committee on Ordinances

Read for a second time on March 3, 2014 and passed 2nd step and was referred to the Committee on Enrollment to by a unanimous voice vote.

The Committee on Enrollment met on March 3, 2014 as found the Ordinance to correctly Enrolled and the Ordinance passed 3rd step to be ordained by the following roll call vote.

ATTACHMENTS:

- Exhibit A, Existing School Building Commission Ordinance (PDF)

VII. Suspension of Rules - NONE



City of Springfield

ADOPTED

2.2

Meeting: 03/03/14 07:00 PM

Initiator: Pat Burns

Sponsors: Mayor Domenic J. Sarno

DOC ID: 2541 A

January Revenue Vs. Expenditure Report (Mayor Sarno)

RESULT: RECEIVE REPORT

CITY OF SPRINGFIELD, MASSACHUSETTS

Statement of Revenues and Other Sources,
and Expenditures and Other Uses
Budget and Actual - General FundFor the period ended
01/31/14

Revenues and Other Sources:	Revised Budget	Actual	Variance Over/(Under)	%
Real Estate & Personal Property Taxes	\$ 166,645,492	\$ 117,338,971	\$ (49,306,521)	70%
Real Estate & Personal Property Taxes - Tax Liens	-	1,830,022	1,830,022	0%
Motor Vehicle Excise	8,800,000	1,786,464	(7,013,536)	20%
Penalties, interest and other taxes	5,054,500	1,746,562	(3,307,938)	35%
Charges for Services	13,549,000	8,541,857	(5,007,143)	63%
Intergovernmental	338,720,957	196,438,827	(142,282,130)	58%
MSBA Payments	15,987,228	11,196,414	(4,790,814)	70%
Licenses and Permits	4,635,740	3,066,083	(1,569,657)	66%
Fines and Forfeits	339,250	220,543	(118,707)	65%
Interest earned on Investments	1,185,179	769,116	(416,063)	65%
Miscellaneous	5,368,818	2,929,403	(2,439,415)	55%
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	4,295,020	4,295,020	-	100%
Total Revenues and Other Sources	599,305,850	384,883,947	(214,421,903)	64%
Expenditures and Other Uses:				
General government	19,823,327	12,320,787	7,502,540	62%
Public safety				
Police	38,776,603	22,613,887	16,162,716	58%
Fire	19,486,362	11,264,241	8,222,121	58%
Centralized Dispatch	1,738,594	569,036	1,169,558	33%
Other	3,388,166	1,992,366	1,395,800	59%
Health and Welfare	5,162,721	2,852,058	2,310,664	55%
Public works	10,227,390	7,837,374	2,390,016	77%
Education	385,243,389	209,545,087	175,698,303	54%
Culture and recreation	11,697,811	7,644,793	4,053,018	65%
Pension and fringe	53,111,269	41,379,795	11,731,474	78%
State and district assessments	3,245,637	1,937,422	1,308,215	60%
Debt Service	40,759,110	34,834,534	5,924,576	85%
Pay as you go Capital	2,113,020	690,480	1,422,540	33%
Other Financing Use - Trash Enterprise Supplement	4,532,450	4,532,450	-	100%
Total Expenditures and Other Uses	599,305,850	360,014,309	239,291,541	60%
Excess (deficiency) of revenues and other sources over expenditures and other uses	\$ -	\$ 24,869,638	\$ 24,869,638	

(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
01/31/14

Expenditures and Other Uses:

	Original Budget	Transfers In/(Out)	Revised Budget	Expenditure	Encumbrance	Variance Over/(Under)	%
General government	19,872,315	(48,988)	19,823,327	10,329,625	1,991,162	7,502,540	62%
Public safety							
Police	38,776,603	-	38,776,603	22,139,727	474,160	16,162,716	58%
Fire	19,486,362	-	19,486,362	11,012,191	252,050	8,222,121	58%
Centralized Dispatch	1,738,594	-	1,738,594	567,200	1,836	1,169,558	33%
Other	3,297,832	90,334	3,388,166	1,756,541	235,825	1,395,800	59%
Health and Welfare	5,169,721	(7,000)	5,162,721	2,819,561	32,497	2,310,664	55%
Public works	10,227,390	-	10,227,390	7,410,314	427,060	2,390,016	77%
Education	357,868,723	27,374,666	385,243,389	185,354,949	24,190,138	175,698,303	54%
Culture and recreation	11,697,811	-	11,697,811	6,612,220	1,032,573	4,053,018	65%
Pension and fringe	53,111,269	-	53,111,269	41,049,795	330,000	11,731,474	78%
State and district assessments	3,245,637	-	3,245,637	1,854,503	82,919	1,308,215	60%
Debt Service	40,759,110	-	40,759,110	34,834,534	-	5,924,576	85%
Pay as you go Capital	2,095,020	18,000	2,113,020	275,010	415,470	1,422,540	33%
Other Financing Use - Trash Enterprise Supplement	4,532,450	-	4,532,450	4,532,450	-	-	100%
Total Expenditures and Other Uses	571,878,836	27,427,012	599,305,850	330,548,619	29,465,690	239,291,541	60%



City of Springfield

ADOPTED

Meeting: 03/03/14 07:00 PM
Initiator: Lou DiCarlo
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2523

3.3

Order of Location for the Installation and Maintenance of Underground Utilities

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

IT IS HEREBY ORDERED:

That the FIBER TECHNOLOGIES NETWORKS, L.L.C., be and it is hereby granted a location for and permission to
<<Insert proper utility template>>

Main Street - Installing PVC Conduit (FIBERTECH)

<<Enter brief purpose>>

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

I hereby certify that the foregoing order was adopted at a meeting of the City Council of the City of Springfield, Massachusetts held on March 3, 2014

City Clerk

We hereby certify that on January 29, 2014, at 5:00 PM, at The Corner of Main Street and Saint George Road a public hearing was held on the petition of the FIBER TECHNOLOGIES NETWORKS, L.L.C. for permission to complete the above mentioned request.

City Clerk

I hereby certify that the foregoing is a true copy of a location order and certificate of hearing with notice adopted by the City Council of the City of Springfield, Massachusetts, on the March 3, 2014, and recorded with the records of location orders of said city. This certified copy is made under the provision of Chapter 166 of the General Laws and any additions thereto or amendments thereof.

Attest:

City Clerk



City of Springfield

ADOPTED

Meeting: 03/03/14 07:00 PM
Initiator: Lou DiCarlo
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2533

3.4

Order of Location for the Installation and Maintenance of Underground Utilities

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

IT IS HEREBY ORDERED:

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

11 Herman Street - Installing a Stub Pole & Anchor (WMECO)

<<Enter brief purpose>>

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

I hereby certify that the foregoing order was adopted at a meeting of the City Council of the City of Springfield, Massachusetts held on March 3, 2014

City Clerk

We hereby certify that on February 10, 2014, at 5:00 PM, at In Front of #11 Herman Street a public hearing was held on the petition of the WESTERN MASSACHUSETTS ELECTRIC COMPANY for permission to complete the above mentioned request.

City Clerk

I hereby certify that the foregoing is a true copy of a location order and certificate of hearing with notice adopted by the City Council of the City of Springfield, Massachusetts, on the March 3, 2014, and recorded with the records of location orders of said city. This certified copy is made under the provision of Chapter 166 of the General Laws and any additions thereto or amendments thereof.

Attest:

City Clerk



City of Springfield

ADOPTED

3.5

Meeting: 03/03/14 07:00 PM

Initiator: Lou DiCarlo

Sponsors: Mayor Domenic J. Sarno

DOC ID: 2534

Order of Location for the Installation and Maintenance of Underground Utilities

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

IT IS HEREBY ORDERED:

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

43 Herman Street - Installing Stub Pole & Anchor (WMECO)

<<Enter brief purpose>>

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

I hereby certify that the foregoing order was adopted at a meeting of the City Council of the City of Springfield, Massachusetts held on March 3, 2014

City Clerk

We hereby certify that on February 10, 2014, at 5:10 PM, at In Front of #43 Herman Street a public hearing was held on the petition of the WESTERN MASSACHUSETTS ELECTRIC COMPANY for permission to complete the above mentioned request.

City Clerk

I hereby certify that the foregoing is a true copy of a location order and certificate of hearing with notice adopted by the City Council of the City of Springfield, Massachusetts, on the March 3, 2014, and recorded with the records of location orders of said city. This certified copy is made under the provision of Chapter 166 of the General Laws and any additions thereto or amendments thereof.

Attest:

City Clerk



City of Springfield

ADOPTED

3.6

Meeting: 03/03/14 07:00 PM

Initiator: Lou DiCarlo

Sponsors: Mayor Domenic J. Sarno

DOC ID: 2535

Order of Location for the Installation and Maintenance of Underground Utilities

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

IT IS HEREBY ORDERED:

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

7 Sorrento Street - Installing Stub Pole & Anchor (WMECO)

<<Enter brief purpose>>

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

I hereby certify that the foregoing order was adopted at a meeting of the City Council of the City of Springfield, Massachusetts held on March 3, 2014

City Clerk

We hereby certify that on February 10, 2014, at 5:20 PM, at In Front of #7 Sorrento Street a public hearing was held on the petition of the WESTERN MASSACHUSETTS ELECTRIC COMPANY for permission to complete the above mentioned request.

City Clerk

I hereby certify that the foregoing is a true copy of a location order and certificate of hearing with notice adopted by the City Council of the City of Springfield, Massachusetts, on the March 3, 2014, and recorded with the records of location orders of said city. This certified copy is made under the provision of Chapter 166 of the General Laws and any additions thereto or amendments thereof.

Attest:

City Clerk



City of Springfield

ADOPTED

Meeting: 03/03/14 07:00 PM
Initiator: Lou DiCarlo
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2536

3.7

Order of Location for the Installation and Maintenance of Underground Utilities

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

IT IS HEREBY ORDERED:

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

137 Manchester Terrace - Installing Stub Pole & Anchor (WMECO)

<<Enter brief purpose>>

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

I hereby certify that the foregoing order was adopted at a meeting of the City Council of the City of Springfield, Massachusetts held on March 3, 2014

City Clerk

We hereby certify that on February 12, 2014, at 5:00 PM, at In Front of #137 Manchester Terrace a public hearing was held on the petition of the WESTERN MASSACHUSETTS ELECTRIC COMPANY for permission to complete the above mentioned request.

City Clerk

I hereby certify that the foregoing is a true copy of a location order and certificate of hearing with notice adopted by the City Council of the City of Springfield, Massachusetts, on the March 3, 2014, and recorded with the records of location orders of said city. This certified copy is made under the provision of Chapter 166 of the General Laws and any additions thereto or amendments thereof.

Attest:

City Clerk



City of Springfield

ADOPTED

Meeting: 03/03/14 07:00 PM
Initiator: Lou DiCarlo
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2537

3.8

Order of Location for the Installation and Maintenance of Underground Utilities

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

IT IS HEREBY ORDERED:

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

Armory Street - Installing 3 MH's & PVC Conduit (TCA)

<<Enter brief purpose>>

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

I hereby certify that the foregoing order was adopted at a meeting of the City Council of the City of Springfield, Massachusetts held on March 3, 2014

City Clerk

We hereby certify that on February 19, 2014, at 5:00 PM, at At the Corner of Armory Street and Hannon Street a public hearing was held on the petition of the for permission to complete the above mentioned request.

City Clerk

I hereby certify that the foregoing is a true copy of a location order and certificate of hearing with notice adopted by the City Council of the City of Springfield, Massachusetts, on the March 3, 2014, and recorded with the records of location orders of said city. This certified copy is made under the provision of Chapter 166 of the General Laws and any additions thereto or amendments thereof.

Attest:

City Clerk



City of Springfield

ADOPTED

Meeting: 03/03/14 07:00 PM
Initiator: Lou DiCarlo
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2538

3.9

Order of Location for the Installation and Maintenance of Underground Utilities

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

IT IS HEREBY ORDERED:

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

Albany Street - Installing PVC Conduit (TCA)

<<Enter brief purpose>>

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

I hereby certify that the foregoing order was adopted at a meeting of the City Council of the City of Springfield, Massachusetts held on March 3, 2014

City Clerk

We hereby certify that on February 19, 2014, at 5:10 PM, at At the Corner of Armory Street and Hannon Street. a public hearing was held on the petition of the for permission to complete the above mentioned request.

City Clerk

I hereby certify that the foregoing is a true copy of a location order and certificate of hearing with notice adopted by the City Council of the City of Springfield, Massachusetts, on the March 3, 2014, and recorded with the records of location orders of said city. This certified copy is made under the provision of Chapter 166 of the General Laws and any additions thereto or amendments thereof.

Attest:

City Clerk



City of Springfield

ADOPTED

3.10

Meeting: 03/03/14 07:00 PM

Initiator: Lou DiCarlo

Sponsors: Mayor Domenic J. Sarno

DOC ID: 2548

Order of Location for the Installation and Maintenance of Underground Utilities

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

IT IS HEREBY ORDERED:

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

Boston Road - Installing, Relocating & Removing 49 Poles (WMECO)

<<Enter brief purpose>>

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

I hereby certify that the foregoing order was adopted at a meeting of the City Council of the City of Springfield, Massachusetts held on March 3, 2014

City Clerk

We hereby certify that on February 24, 2014, at 5:00 PM, at D.P.W. Conference Room, 70 Tapley Street a public hearing was held on the petition of the WESTERN MASSACHUSETTS ELECTRIC COMPANY for permission to complete the above mentioned request.

City Clerk

I hereby certify that the foregoing is a true copy of a location order and certificate of hearing with notice adopted by the City Council of the City of Springfield, Massachusetts, on the March 3, 2014, and recorded with the records of location orders of said city. This certified copy is made under the provision of Chapter 166 of the General Laws and any additions thereto or amendments thereof.

Attest:

City Clerk



City of Springfield

ADOPTED

Meeting: 03/03/14 07:00 PM
Initiator: Ronald Molina-Brantley
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2542 A

5.11

Fire Donation - \$50.00 (Mayor Sarno)

WHEREAS, the Fire Department ("Department") has been awarded a donation of \$50.00 from Glenn A Palmer & Sue Palmer, 1717 Sly Brook Road Eagle Lake, ME; and

WHEREAS, the donor has requested that the funds be used for the purpose of the Memorial Fund in memory of Frank Hroback; and

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

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

WHEREAS, the 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:

Fire Department Donation - \$50.00

**Glenn A Palmer & Sue Palmer
1717 Sly Brook Rd
Eagle Lake, ME 04739**

RESULT: PASSED BY VOICE VOTE

Please accept this Memorial
Contribution in memory of

Frank Hrobach

Thank you Glenn + Sue Palmer
1717 Sly Brook Rd.
Eagle Lake, ME 04739



GLENN A PALMER
1717 SLY BROOK RD
EAGLE LAKE, ME 04739

1753

51-57/119 CT
18482

2/12/14

Date

Pay To The
Order Of

Springfield Fire Department

\$ 50.00

Dollars

Security
Features
Details on
Back

Bank of America

ACH R/T 011900571

For Frank Hrobach
Memorial Donation

Glenn Palmer

MP

⑆011900571⑆ 009350050949⑈1753

Harland Clarke



City of Springfield

ADOPTED

Meeting: 03/03/14 07:00 PM
Initiator: Lindsay B. Hackett
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2551

5.12

Springfield Women's Commission Donation - \$100 (Mayor Sarno)

WHEREAS, the Springfield Women's Commission ("Commission"), an ad hoc committee of the City Council, has been awarded a donation of \$100.00 from the U.S. Trust Bank of America, One Monarch Place, Springfield MA 01144,

WHEREAS, the funds provided shall be used towards the cost of the Commission's International Women's Day event on Friday, March 7th,

WHEREAS, the funds provided shall cover the cost of miscellaneous expenses totaling \$100,

WHEREAS, the Commission has accepted the donation and requests authorization from the City Council and the Mayor to expend the donation funds for the purposes of the International Women's Day event:

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:

Springfield Women's Commission Donation \$100.00

U.S. Trust, Bank of America
One Monarch Place
Springfield, MA 01144

RESULT: PASSED BY VOICE VOTE



City of Springfield

ADOPTED

Meeting: 03/03/14 07:00 PM
Initiator: Ronald Molina-Brantley
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2497 A

5.13

An Order Accepting a Gift from PVTA (Mayor Sarno)

AN ORDER ACCEPTING GIFTS OF PERSONAL PROPERTY FROM THE PIONEER VALLEY TRANSIT AUTHORITY

WHEREAS, the Pioneer Valley Transit Authority ("PVTA") has offered to donate a bus to be used by the City of Springfield; and

WHEREAS, the City of Springfield intend to use the bus as a mobile triage center as part of the Springfield Metropolitan Medical Response System; and

WHEREAS, Mayor Domenic J. Sarno supports and approves the acceptance of this gift from the PVTA;

NOW THEREFORE BE IT ORDERED, acting pursuant to Mass. Gen. Laws ch. 44, sec. 53A 1/2, that the City Council hereby accepts the donation of the a bus from the PVTA on behalf of the City of Springfield.

PVTA estimates the value of the bus at \$7,000.00

RESULT: PASSED BY VOICE VOTE



East Forest Park Feasibility Study - Match Needed (\$29,000.00) (Mayor Sarno)

WHEREAS, the Library Department ("Department") seeks authorization from the City Council to apply for a grant from the Massachusetts Board of Library Commissioners to fund a feasibility study and schematic design to examine the options for building a new East Forest Park Branch Library; and

WHEREAS, with approval, the Library Department will apply for the Massachusetts Public Library Construction Planning and Design grant which may be available for the East Forest Park Branch Library feasibility study and schematic design; and

WHEREAS, the Department intends to use the grant funds to pay for the feasibility study and schematic design for the East Forest Park Branch Library project; and

WHEREAS, the Massachusetts Public Library Construction Planning and Design grant will fund up to two thirds of the cost of the feasibility study and schematic design up to \$50,000.00

WHEREAS, the City intends to use a \$50,000.00 grant from the Massachusetts Board of Library Commissioners and \$29,000.00 in city funds which will be paid from the "Pay as you Go Capital Account" (Account # 0100-10-133-0000-0000-0010-000000-0000000-580600-), to pay for the East Forest Park Branch Library feasibility study and schematic design totaling \$79,000.00; and

WHEREAS, with the City Council's approval, the Department will apply for, and accept the grant, and requests authorization from the City Council and the Mayor to expend the grant funds referenced herein for the purposes of such grant/s; 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 and the required City matching contribution described 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, sect 53A, that the City Council approves the expenditure by the Department of the grant funds referenced herein 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 (listed below) and may be expended for the purposes of the grant without further appropriation:

East Forest Park Feasibility Study - \$79,000.00 - Match Required

**Massachusetts Public Library Construction Planning and Design Grant -
\$50,000**

**Account # 0100-10-133-0000-0000-0010-000000-0000000-580600-
\$29,000**

RESULT: PASSED BY VOICE VOTE



City of Springfield

ADOPTED

Meeting: 03/03/14 07:00 PM
Initiator: Kathy Breck
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2556 A

6.15

Request for Approval of Joint Labor Management Committee Arbitration Panel Award To International Brotherhood of Police Officers, Local 364 (Mayor Sarno)

WHEREAS, on January 29, 2014, the Joint Labor Management Committee ("JLMC") issued an Award and Decision in the Matter of Interest Arbitration Between the International Brotherhood of Police Officers, Local 354, and the City of Springfield, Case No. JLMC-13-2559 ("Decision"), a copy of which is attached hereto as Exhibit A; and

WHEREAS, the City's Labor Relations Director, William Mahoney, Esq., has prepared a Memorandum summarizing the issues that were before the Joint Labor Management Committee, and the decisions on such issues, which is attached hereto as Exhibit B; and

WHEREAS, pursuant to Chapter 589 of the Acts of 1987, the Mayor, as the "public employer", must, within 30 days of the Decision, submit to the legislative body a request for an appropriation to fund such Decision with his recommendation of approval of such request, and by this Order, the Mayor submits such request and recommendation; and

WHEREAS, the City's Chief Administrative and Financial Officer has determined that no additional appropriation is necessary to fund the Decision, as sufficient funds are available in the Police Department's budget to pay the full Quinn Bill payments and the 2% raise;

WHEREAS, if the City Council, as the legislative body, approves the Decision, then the Mayor is required to take steps to implement the Decision; and

WHEREAS, if the City Council votes not to approve the request for appropriation and Decision, then the Decision shall cease to be binding on the parties and the matter shall be returned to the parties for further bargaining;

NOW THEREFORE, the City Council, acting pursuant to Chapter 589 of the Acts of 1987, hereby approves funding for, and the Decision of the JLMC, which is attached hereto as Exhibit A.

RESULT:	ADOPTED [11 TO 0]
MOVER:	Clodo Concepcion, Ward 5 Councilor
SECONDER:	Timothy J. Rooke, At-Large Councilor
AYES:	Luna, Concepcion, Shea, Edwards, Williams, Ramos, Rooke, Allen, Hurst, Ashe, Fenton
ABSENT:	E. Henry Twiggs, Kateri B. Walsh

MEMORANDUM

TO: MAYOR DOMENIC J. SARNO

FROM: BILL MAHONEY, DIRECTOR
HUMAN RESOURCES AND LABOR RELATIONS

DATE ISSUED: 2-24-14

RE: JLMC ARBITRATION AWARD CASE NO. 13-2559

On February 4, 2014 the Commonwealth of Massachusetts Joint Labor Management Committee arbitration panel issued its award in the above referenced case. Under the law (Chapter 589 of the Acts of 1987) governing collective bargaining between an employer and a police or fire bargaining unit the parties are required to take the following steps in the bargaining process: negotiate, mediate, attend a 3 (a) hearing to determine how to resolve the dispute between the parties, arbitrate, submit an award to the funding body (City Council) and if rejected by the City Council, continue with bargaining. If the City Council rejects the arbitration award the award is null and void. A contract can be settled at any point in the above noted process.

The administration, when submitting the award to the City Council, must support an award issued by a JLMC arbitration panel regardless of the contents of the award.

On August 1, 2013 a sub-committee of the JLMC held a (3) a hearing. At the commencement of the hearing the City was asked if it complied with the JLMC's standing revision of procedure for hearings occurring after January 15, 2013. The revision of procedures requires the parties to exchange their proposal 24 hours in advance of the hearing or "...the JLMC may limit the parties from presenting issues to the 3A panel that have not been exchanged..." The City replied that it did. The Union was asked if it complied with the regulation. The Union replied that it did not. The JLMC did not issue a sanction to the Union for non-compliance.

The City proposed that the parties be allowed to arbitrate seven issues each, plus wages and duration. The Union proposed five issues each, plus wages and duration. The sub-committee recommended five issues each, plus wages and duration. The City was directed to reduce its issues from seven to five.

The City proposed a single arbitrator to hear the case. The Union proposed a three member panel. The sub-committee was comprised of the interim JLMC director, a retired Attleboro, MA mayor and a retired Springfield police officer (who is also a national vice president of the IBPO and a former Springfield IBPO president). The sub-committee determined it would be a three member panel arbitration. The management and labor sub-committee members at the 3(a) hearing also served on the arbitration panel, as well as a neutral arbitrator.

The arbitration was held on October 29, 2013. The City called nine witnesses including the Police Commissioner, two deputy chiefs, a captain, a sergeant, the CAFO, a senior financial analyst, a doctor and a regional vice president for a technology company. The Union called one witness, the current Union president.

The City filed a timely brief on December 6, 2013.

The following were the issues presented to the panel, the position of both parties and the award of the panel.

1. Duration. The City proposed a two year contract. The Union proposed a one year contract, followed by a three year contract.

The Union proposal was awarded.

2. Wages. The City proposed 0% in year one and 1% in year two. The Union proposed 8% over 4 years. The Union was awarded 0, 2%, 2% and 2% (the Union was awarded an additional 1.5% on July 1, 2014 to compensate the employees for a light duty proposal made by the employer).

3. Assignments. There is existing language in the contract which restricts the Police Commissioner in assigning officers to assignments. The City proposed to delete same. The City argued it is an inherent management right, that there is a recent Supreme Judicial Court case on point, and that the law governing the JLMC process itself notes that assignments are a management prerogative and are not to be a subject of a JLMC award.

The panel awarded the issue to the Union and maintained the status quo.

4. Court time. The Union proposed to increase the amount of court time for officers on their work days from 3 hours to 4 hours. The City opposed the proposal.

The panel awarded this issue to the Union.

5. Mobile video and audio recording system. The City proposed that police cruisers be outfitted with video cameras to record what is occurring on the street as well microphones to be worn by the officers on their uniforms. There has been a pilot program in the Department for the past 18 months. The Union opposed the City proposal and suggested in their brief that there be a study committee instead and that this be a topic for the next round of negotiations.

The panel rejected the City's proposal, ordered a study committee and stated that this can be a subject for the next round of negotiations.

6. Uniform allowance. The Union proposed to eliminate the current quartermaster system and to increase the existing \$500 clothing allowance to \$1,000. The City proposed to maintain the status quo.

The panel rejected the Union's proposal and maintained the status quo.

7. and 8. Quinn bill benefits. The City has adopted MGL Ch . 41 sec. 108(l) which is the Quinn bill. Under this law police officers receive an additional 10% of their base salary for a qualifying associate's degree, 20% for a qualifying bachelor's degree and 25% for a qualifying master's or law degree. The state was reimbursing cities and towns for 50% of the cost of this benefit as provided for in the statute. The state decreased and then eliminated their reimbursement to cities and towns over the past few years. The City has paid the full cost of this benefit.

The City of Boston unilaterally stopped paying its police officers the state's share of the benefit. The SJC ruled that the City of Boston was within their rights to stop paying the state's share of the benefit (a JLMC award more recently ordered Boston to pay the full benefit).Currently, employees hired before 2009 are entitled to education incentive payments. Employees hired after 2009 are not.

The City reviewed this issue with the Law Department and outside counsel and determined that the prudent route was to negotiate with the Union over this benefit rather than act unilaterally as Boston did. In negotiations, mediation and arbitration the City proposed that it would only be responsible for 50% of the Quinn payments as well as any money received from the state for the state's share of the benefit.

The Union proposed that the City's proposal be rejected. Furthermore, the Union proposed that the panel award a new education incentive to employees hired after 2009, who are disqualified from the Quinn benefit by statute, at the rate of 50% of the Quinn benefit.

The panel rejected the City's proposal and awarded an education incentive for employees hired after 2009 as proposed by the Union.

9. Light duty. Officers who are injured on duty are entitled to full pay while out of work pursuant to MGL Ch. 41 sec. 111(f).The City proposed that officers who are injured on duty be required to return to work after a period of 12 weeks to perform light duty assignments, if they have been cleared to perform same. The City was successful in getting this proposal approved by a different JLMC panel in 2010 with the firefighters bargaining unit. The Union proposed that if the City were awarded such a proposal the City should be required to pay for it. The Union noted that in 1995 (18 years ago) the City negotiated a 3% cost of living allowance for police supervisors who agreed to a light duty program (with a much shorter out of work period). The City objected and noted that no premium was paid to the firefighters for this program just four years ago.

The panel awarded a light duty program and required the City to pay a 1.5% cola to all employees effective on 7-1-14 (this is in addition to the general wage increase of 2% on 7-1-14).

10. Appeals of MGL Ch. 41 sec. 100 and 111 (f) benefits. Employees who are injured on duty are paid their full salary while out of work and their medical bills are paid for by the employer. On occasion there are disputes as to if an injury occurred in the course of employment and is covered by 111(f). The Union proposed that appeals of these claims be filed to arbitration. The long history between the parties is that these appeals have always been heard in Superior Court. The City opposed the Union proposal.

The panel awarded the issue to the Union.

11. Swaps. Police officers can currently swap a given shift with another officer as long as they pay it back within the same pay period. The Union proposed that the swap period be expanded to six weeks. The City opposed this and argued that with three shifts each day and multiple groups assigned to each shift this will be difficult to track and ensure that a swap has been paid back.

The panel awarded the issue to the Union.

12. Random drug and alcohol testing. The City proposed a random drug and alcohol testing program. There is currently a reasonable suspicion testing program in place. The Union opposed the City's proposal. The City had proposed a random drug and alcohol testing program with the firefighters bargaining unit in 2012 in a JLMC arbitration. In the firefighter's case the City was awarded one random test within the first 60 day period after the date of the award.

The neutral arbitrator in this matter had previously awarded a random drug and alcohol testing program in another JLMC case in the City of New Bedford.

The panel awarded one random test within 60 days of the date of the award. No other random testing is allowed.

Pursuant to Ch. 589 of the Acts of 1987 Mayor you are required to support the award in this case. Should the Council reject same the award becomes null and void and we will commence negotiations immediately.



City of Springfield

36 Court Street
Springfield, MA 01103

Meeting: 03/03/14 07:00 PM

Department: Law

Category: Local Law

Prepared By: Anthony I. Wilson

Initiator: Anthony I. Wilson

Sponsors: Williams, Twiggs, Edwards, Ramos, Fenton, Luna

DOC ID: 2514

TABLED

ORDINANCE 2014-3

Board of Police Commissioners

AMENDING CHAPTER 16, OF THE REVISED ORDINANCES OF THE CITY OF SPRINGFIELD, 1986, AS AMENDED IS HEREBY FURTHER AMENDED BY ADDING ARTICLE XIX THERETO: BOARD OF POLICE COMMISSIONERS.

Chapter 16, of the Revised Ordinances of the City of Springfield, 1986, as amended, is hereby further amended by adding the following new Article XIX thereto:

Article XIX

BOARD OF POLICE COMMISSIONERS

Sections:

Section 59 Established--Appointment and number of board.

Section 60 Terms of office.

Section 61 Qualifications of members.

Section 62 Filling vacancies--Compensation.

Section 63 Rules of government--Chairperson.

Section 64 Powers of mayor to be exercised by board.

Section 65 Management and control of members and signal system.

Section 66 Rules for maintenance of department.

Section 67 Absences from department.

Section 68 Adoption of rules and regulations for government and discipline.

Section 69 Monthly meetings;--Annual estimate of necessary maintenance--Accounting for expenditures.

Section 59 Established--Appointment and number of board. A board of police commissioners is established. Such board shall consist of five (5) persons who shall be appointed by the mayor.

Section 60 Terms of office. A. The first and second appointees to the board shall serve three (3) year terms. The third and fourth appointees to the board shall serve two (2) year terms and the fifth appointee to the board shall serve a one (1) year term.

B. Annually thereafter appointees to the board shall serve three (3) year terms. Each term shall expire on the first Monday in April in the year the term expires. Members may serve on the board of police commissioners beyond the expiration of his/her term until his/her successor is appointed.

Section 61 Qualifications of members. A. No person shall be appointed a member of such board who has not been a resident of the city for at least three (3) years next prior to his/her appointment, who is a member of the city council, an employee of city, or who holds any municipal or political office for which he receives compensation.

B. Removal from the city, membership in the city council or the holding of any such public office shall automatically vacate the office of a member of such board.

Section 62 Filling vacancies--Compensation. A. Vacancy in such board shall be filled in the manner of an original appointment within thirty (30) days from its occurrence. The members of such board shall serve without compensation.

Section 63 Rules of government--Chairperson. The board of police commissioners may make rules for the government of its procedure. It shall choose one (1) of its members to be chairperson and may prescribe the length of his/her term.

Section 64 Powers of mayor to be exercised by board. The powers and duties vested in the mayor and the city council by chapter 244 of the Acts of 1909 shall be exercised and performed by the board of police commissioners.

Section 65 Management and control of members and signal system. The board of police commissioners shall, subject to the provisions of this chapter, have the appointment, management and control of the members and employees of the police department and of the superintendent of the police signal system.

Section 66 Rules for maintenance of department. The board of police commissioners shall make such lawful rules for the maintenance of the police department, including the regulation, government and discipline of such members and employees, and for the direction and control of those having charge of such signal system, including employees thereof, as it deems wise and proper.

Section 67 Absences from department. The board of Police commissioners shall have the power to examine into absences of members

and employees of the department, other than those allowed by law or ordinance, and may approve or disapprove the payment of salary for the period of any absences.

Section 68 Adoption of rules and regulations for government and discipline. The rules and regulations for the government and discipline of the police department as adopted and promulgated by the former board of police commissioners in the year 1939 with all amendments thereto, a copy of which rules and regulations and amendments thereto, duly attested, is on file with the city clerk, are adopted as and shall continue to be the lawful rules for the maintenance of the police department, and for the regulation, government and discipline of all members and employees thereof, until the adoption and promulgation of rules and regulations as heretofore provided.

Section 69 Monthly meetings-Annual estimate of necessary maintenance-Accounting for expenditures. A. The board of police commissioners shall meet at least once a month and shall annually in the month of January prepare and communicate to the mayor an estimate of the amount of money necessary for the maintenance and use of the department for the then current fiscal year, itemized as the mayor may require.

B. It shall keep or cause to be kept an accurate and detailed account of all expenditures of the police department, and annually in the month of January shall render to the city council an itemized and exact account of the same.

Approved as to form*:

Anthony Ivan Wilson
Associate City Solicitor

* This proposed ordinance effectively restores the Board of Police Commissioners ordinance that was in contained Chapter 2.58 of the Revised Ordinances of the City of Springfield, 1986 as amended. Chapter 2.58 was amended by the Springfield Financial Control Board on August 5, 2005, when the Board of Police Commissioners was abolished and the position of Police Commissioner was enacted. Should the Council act favorably on this ordinance then it should also amend Article XIII of Chapter 67 of the Revised Ordinances of the City of Springfield, 1986 as amended.

Ordinance 2014-3

Meeting of March 3, 2014

HISTORY:

02/03/14 City Council
Next: **03/03/14**

REFERRED TO COMMITTEE


City of Springfield

36 Court Street
Springfield, MA 01103

Meeting: 03/03/14 07:00 PM

Department: City Council

Category: Council Request

Prepared By: Kelley Mickiewicz

Initiator: Justin Hurst

Sponsors: Williams, Walsh, Fenton, Edwards, Allen, Luna

DOC ID: 2557 C

ADOPTED
RESOLUTION (ID # 2557)

Police Commission

WHEREAS, On December 2, 2013 the Springfield City Council referred a proposal to revive the Police Commission to the Public Safety Committee in order to allow for the new members of the City Council to participate in the discussions pertaining to the Police Commission, and

WHEREAS, on February 3, 2014 the new Springfield City Council debated said proposal to revive the Police Commission (Ordinance ID# 2514) and refereed it to the Public Safety Committee in order to facilitate a public hearing, and

WHEREAS, the Public Safety Committee held a public hearing on the Police Commission proposal on February 20, 2014, and

WHEREAS, a majority of the City Council support the revival of the Police Commission, and

WHEREAS, the Mayor has announced that he is engaging in an internal process to choose the next Police Commissioner while the City Council is in the process of debating the resurrection of the Police Commission and the dissolution of the position of Police Commissioner,

NOW, THEREFORE, BE IT RESOLVED that the Springfield City Council respectfully requests that Mayor Domenic J. Sarno delay appointing a new Police Commissioner until such time that the City Council is able to act with finality on the proposal to revive the Police Commission and dissolve the position of Police Commissioner. Be it further resolved that the City Council encourages Mayor Domenic J. Sarno to open up the application process for Police Commissioner to any and all interested and qualified candidates.

RESULT:	PASSED BY VOICE VOTE
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City of Springfield

36 Court Street
Springfield, MA 01103

Meeting: 03/03/14 07:00 PM

Department: Law

Category: General

Prepared By: Anthony I. Wilson

Initiator: Anthony I. Wilson

TABLED

Sponsors: At-Large Councilor Williams, President - Ward 2 Councilor Fenton

ORDINANCE (ID # 2558)

DOC ID: 2558

Chapter 270 Pawnbrokers and Junk Dealers

AN ORDINANCE (A LOCAL LAW) 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 3 of Chapter 270, Records of purchases, of the Code of the City of Springfield, is hereby amended to include:

- G. The purchase, sale or barter of junk, old metal or secondhand articles weighing more than one ton for a single transaction shall be exempt from the provisions of Subsection E and D.

Section 7 of Chapter 270, Time period for holding articles prior to resale, of the Code of the City of Springfield, is hereby amended to include:

- C. The purchase, sale or barter of junk, old metal or secondhand articles weighing more than one ton for a single transaction shall be exempt from the provisions of Subsection A.



City of Springfield

ADOPTED

Meeting: 03/03/14 07:00 PM
Initiator: Ronald Molina-Brantley
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2545 C

6.19

Pine Point Expansion Bond - \$750,000 (Mayor Sarno)

A BOND ORDER TO PAY FOR COSTS ASSOCIATED TO THE PINE POINT LIBRARY EXPANSION PROJECT

BE IT ORDERED THAT: the sum of \$750,000 is hereby appropriated to pay costs of designing, constructing, reconstructing, originally equipping and furnishing the Pine Point Library Expansion Project, 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(3) and 7(3A) 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.

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 borrowing, 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.

BE IT 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 [10 TO 0]
MOVER:	Timothy C. Allen, Ward 7 Councilor
SECONDER:	Kenneth E. Shea, Ward 6 Councilor
AYES:	Luna, Concepcion, Shea, Edwards, Ramos, Rooke, Allen, Hurst, Ashe, Fenton
ABSENT:	E. Henry Twiggs, Kateri B. Walsh, Bud L. Williams

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: March 3, 2014
Re: Order for Council Meeting – Bond Order Publications
Cc: Mayor Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the March 3, 2014 Council meeting pertaining to Bond Order publication requirements.

Background: The City of Springfield is required by MGL Chapter 43, Section 23 that every proposed ordinance or loan order, except emergency measures as hereinbefore shall be published once in full in at least one newspaper of the city, at least ten days before its final passage.

In order to meet Mass General Law requirements the city published the following Bond Authorization Orders in the Republican appearing in the 2/21/14 issue.

Bond Order	Amount	Initial Date Approved		
		by Council	City Share	MSBA
Central High Science Labs	\$ 32,082,901.00	3/4/2013	\$ 6,416,580.20	\$ 25,666,320.80
Boston Road Corridor	\$ 6,000,000.00	10/21/2013	\$ 6,000,000.00	-
Accelerated Roof Repairs	\$ 6,846,534.00	11/18/2013	\$ 1,369,306.80	\$ 5,477,227.20
Pine Point Library Expansio	\$ 750,000.00	1/13/2014	\$ 750,000.00	-

The above bond orders have been previously adopted by City Council. All bond orders must be adopted again before the city's financial advisors can validly authorize the issuance of debt.

Attachment: Bond Order Publications (2545 : Pine Point Expansion Bond - \$750,000)



City of Springfield

ADOPTED

Meeting: 03/03/14 07:00 PM
Initiator: Ronald Molina-Brantley
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2546 A

6.20

Boston Road Bond Authorization - \$6,000,000 (Mayor Sarno)

ORDERED: That the City hereby appropriates the sum of \$6,000,000 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 [10 TO 0]
MOVER:	Orlando Ramos, Ward 8 Councilor
SECONDER:	Justin Hurst, At Large Councilor
AYES:	Concepcion, Shea, Edwards, Williams, Ramos, Rooke, Allen, Hurst, Ashe, Fenton
ABSENT:	Zaida Luna, E. Henry Twiggs, Kateri B. Walsh



City of Springfield

ADOPTED

Meeting: 03/03/14 07:00 PM
Initiator: Ronald Molina-Brantley
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2544 A

6.21

Accelerated Repairs Bond Authorization - \$6,846,534.00 (Mayor Sarno)

BOND ORDER TO PAY FOR THE COSTS OF ROOFS, WINDOWS AND BOILER REPLACEMENT PROJECTS AT SPRINGFIELD HIGH SCHOOL OF SCIENCE AND TECHNOLOGY, MARGARET C. ELLS, SOUTH END MIDDLE SCHOOL AND SPRINGFIELD PUBLIC DAY HIGH SCHOOL AS REQUIRED BY THE MASSACHUSETTS SCHOOL BUILDING AUTHORITY

BE IT ORDERED THAT the City of Springfield hereby appropriates the amount of Six Million Eight Hundred Forty-Six Thousand Five Hundred Thirty-Four Dollars (\$6,846,534) for the purpose of paying costs of roof replacement projects at the Springfield High School of Science and Technology (\$3,513,407), Margaret C. Ells School (\$1,641,442), South End Middle School (\$771,153), and Springfield Public Day High School (\$920,532), including the payment of all costs incidental or related thereto (collectively, the "Projects"), provided that the sums appropriated above for each school may be reallocated among the Projects to reflect actual costs, but the total sum appropriated will not exceed \$6,846,534, which proposed repair Projects would materially extend the useful life of each respective school and preserve assets that otherwise are capable of supporting the required educational program, and for which the City has applied for a grant from the Massachusetts School Building Authority ("MSBA"), said amount to be expended under the direction of the School Committee. To meet this appropriation, the Treasurer, with the approval of the Mayor, is authorized to borrow said amount under Mass. Gen. Laws Chapter 44, or pursuant to any other enabling authority. The City acknowledges that the MSBA's grant program is a non-entitlement, discretionary program based on need, as determined by the MSBA, and if the MSBA's Board of Directors votes to invite the City to collaborate with the MSBA on this proposed repair projects, any project costs the City incurs in excess of any grant that may be approved by and received from the MSBA shall be the sole responsibility of the City; and that, if invited to collaborate with the MSBA on the proposed repair projects, the amount of borrowing authorized pursuant to this vote shall be reduced by any grant amounts set forth in the Project Funding Agreements that may be executed between the City and the MSBA.

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.

BE IT FURTHER ORDERED: That the Treasurer is hereby authorized to file an application with the appropriate officials of 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 such Municipal Finance Oversight Board of the Commonwealth may require.

RESULT:	ADOPTED [11 TO 0]
MOVER:	Timothy J. Rooke, At-Large Councilor
SECONDER:	Timothy C. Allen, Ward 7 Councilor
AYES:	Luna, Concepcion, Shea, Edwards, Williams, Ramos, Rooke, Allen, Hurst, Ashe, Fenton
ABSENT:	E. Henry Twiggs, Kateri B. Walsh

IN THE MATTER OF
INTEREST ARBITRATION
BETWEEN

INTERNATIONAL BROTHERHOOD
OF POLICE OFFICERS, LOCAL 364

-AND-

CITY OF SPRINGFIELD

JLMC-13-2559

AWARD

A. DURATION OF CONTRACTS:

Contract #1 July 1, 2012 – June 30, 2013

Contract #2 July 1, 2013 – June 30, 2016

B. ASSIGNMENTS:

Status quo.

C. COURT TIME:

Effective July 1, 2014, amend Article 17 (Court Time) Section 17.01 to provide a minimum of four (4) hours pay at the overtime rate of compensation for a court appearance on a scheduled work day.

D. MOBILE DIGITAL RECORDING SYSTEM:

Joint Study Committee

E. WAGES:

Contract #1: July 1, 2012 – No increase

Contract #2: July 1, 2013 – 2% across-the-board wage increase applied to the salary schedule in effect on June 30, 2013

July 1, 2014 – 2% across-the-board wage increase applied to the salary schedule in effect on June 30, 2014

July 1, 2015 – 2% across-the-board wage increase applied to the salary schedule in effect on June 30, 2015

F. UNIFORM ALLOWANCE:

Status quo.

G. EDUCATIONAL INCENTIVE:

Amend Article 24 (Educational Incentive) to include the following provisions:

Police officers eligible for benefits pursuant to G.L.c. 41, §108L shall receive such benefits regardless of reimbursement by the Commonwealth of Massachusetts to the City. Police officers not eligible for G.L.c. 41, § 108L benefits shall receive 50% of such benefits, if they satisfy the degree requirements of that statute.

Police Officers eligible for benefits pursuant to G.L.C.41, §108L shall receive the following educational incentive, regardless of the contribution by the Commonwealth of Massachusetts to the City of Springfield:

10% base salary increase for an Associate's Degree;
20% base salary increase for a Bachelor's Degree;
25% base salary increase for a Master's Degree.

Effective July 1, 2014, Police Officers not eligible for benefits pursuant to G.L.C.41, §108L shall receive the following educational incentive benefits:

5% base salary increase for an Associate's Degree;
10% base salary increase for a Bachelor's Degree;
12.5% base salary increase for a Master's Degree.

H. TEMPORARY RESTRICTED DUTY/WORK HARDENING ASSIGNMENTS:

New provisions added to the collective bargaining agreement (See pages 20-23 for terms and conditions):

Effective July 1, 2014, a Temporary Restricted Duty/Work Hardening Assignments Program is awarded.

Effective July 1, 2014, a 1.5% Temporary Restricted Duty/Work Hardening Assignments stipend shall be applied across-the-board to the salary schedule in effect on June 30, 2014.

I. INJURED-ON-DUTY:

Disputes referred to grievance arbitration.

J. SWAPS:

Amend Article 19 (Interchange of Work Hours) §19.01 as follows:

Swaps implemented and applied over a six (6) week cycle.

K. DRUG AND ALCOHOL TESTING:

In addition to the current Article 32 (Drug and Alcohol Testing) provisions, a one (1) time drug test during the Agreement (July 1, 2013 through June 30, 2016) is awarded.


Paul Birks
Union Panelist


Richard Boulanger, Esq.
Chairman and Neutral Panelist


Judith Robbins
City Panelist

Dated: 01/29/14

Dated: 1/29/14

Dated: 1/29/14

I. INTRODUCTION

The Joint Labor-Management Committee (JLMC) interest arbitration panel is composed of Union Representative, Paul Birks; Neutral Panelist and Chairman, Richard Boulanger, Esq.; and Management Representative, Judith Robbins. The arbitration panel was appointed by the JLMC to resolve a contract dispute between the International Brotherhood of Police Officers, Local 364 (Union) and the City of Springfield (City). In addition to Wages and Duration, the parties submitted their issues for hearing. The Union's issues are Educational Incentive, Court Time, Uniform Allowance, Swaps and Injured-on-Duty. The City's issues are Assignments, Education Incentive, Mobile Digital Recording System, Light Duty, and Random Drug Testing.

The interest arbitration case was heard by the arbitration panel on October 29, 2013 at the Forest Park Commissioner's Office, Springfield, Massachusetts.

The Union was represented by Mr. Kevin Coyle, Esq. Mr. Joseph Gentile, IBPO, Local 364 President, testified for the Union:

Mr. William Mahoney, Esq. represented the City. The following individuals testified for the City: Dr. Barry Magnus, Concentra; Mr. Glenn Hembling, Regional Vice President Coban Technologies; Police Commissioner William Fitchet; Chief Administrative and Financial Officer T.J. Plante; Deputy Chief Robert McFarlane; Deputy Chief John Barbieri; Captain Robert Cheetham; Sergeant Phil Tarpey; and Mr. Chris Kulig, Senior Financial Analyst

The parties were given full opportunity to present evidence and make arguments.

In formulating its award, the panel considered the following provisions of c.589 of the Acts of 1987:

- 1) the interests and welfare of the public;
- 2) the hazards of employment;

- 3) physical, educational and mental qualifications;
- 4) job training and skills involved;
- 5) comparative wage and employment conditions with employees performing similar services and with other employees generally in public and private employment in comparable communities;
- 6) the cost-of-living as determined by the Department of Labor;
- 7) the overall compensation presently received by the employees, including direct wages and fringe benefits;
- 8) tax levy limit - Prop 2½ ;
- 9) comparable property tax rates;
- 10) municipal growth rates- residential/commercial;
- 11) Free Cash/reserves;
- 12) mean residential income;
- 13) debt/projected expenses;
- 14) other settlements in the municipality and in other comparable communities for employees similarly situated; and
- 15) changes in any of the foregoing circumstances during the pendency of the dispute.

In formulating its award, the panel applied all of the statutory elements to the parties' evidence. The panel carefully reviewed and applied relevant internal and external comparability data to the parties' issues.

Based on the evidence submitted, the panel concludes that the awarded proposals are justified, and that the City has the requisite ability to pay for the financial components of the award, as discussed in more detail below. The terms of the parties' July 1, 2009 to June 30, 2012 collective bargaining agreement remain in effect from July 1, 2012 through June 30, 2013, Contract #1, and from July 1, 2013 through June 30, 2016, Contract #2, except as awarded herein by the arbitration panel, or as otherwise modified by the parties. Tentative agreements reached by the parties if any shall be included in the parties' July 1, 2012 through June 30, 2013 contract (Contract #1), and in their July 1, 2013 through June 30, 2016 collective bargaining agreement (Contract #2).

FINDINGS AND OPINION

A. DURATION:

1.) UNION PROPOSAL:

The Union proposes a one (1) year agreement, from July 1, 2012 through June 30, 2013 followed by a three (3) year agreement, from July 1, 2013 through June 30, 2016.

2.) CITY PROPOSAL:

The City proposes a two (2) agreement from July 1, 2012 through June 30, 2014.

3.) DISCUSSION:

The award date is more than six (6) months into Fiscal Year 2014. Therefore, in order to afford the parties some labor relations stability as well as cost and compensation predictability, contracts effective through June 30, 2016 are awarded.

4.) AWARD

Contract #1: July 1, 2012 – June 30, 2013

Contract #2: July 1, 2013 – June 30, 2016

B. ASSIGNMENTS:

1.) CITY PROPOSAL:

Delete certain terms of Article 7.01 and Article 29.02 in their totality.

2.) UNION COUNTER-PROPOSAL:

Reject the City's proposal as unnecessary.

3.) DISCUSSION:

According to the City, deletion of certain terms of Article 7.01 and Article 29.02 in their totality is necessary because their provisions preclude the Police Commissioner from assigning Police Officers based on their skills. Rather, those terms require

assignment by seniority, ruled invalid by the Massachusetts Supreme Judicial Court in *City of Boston v. Boston Police Superior Officers Federation*, 466 Mass. 210 (2013). It is important that the Commissioner assign Police Officers based on ability rather than by seniority in order to make maximum use of limited resources. The comparability data supports the City's position on assignment.

The Union rejects the City's proposal as unnecessary. According to the Union, the City presented no evidence that the current sector seniority assignment system has created a problem for it. Moreover, for a number of years, the Union bargained for seniority-based sector assignments, and made concessions in connection therewith. Moreover, only twelve (12) to thirteen (13) sectors are staffed by the seniority bidding process. In all other cases, Shift Commanders may assign Patrol Officers at their discretion. Additionally, the parties negotiated a term allowing the Commissioner to deviate from the seniority-based assignment process in "exceptional circumstances."

Due to the intricacies of assignment logistics, the panel believes that changes to the current system of assignment, if any, are best left to the parties to negotiate. Except for approximately twelve (12) assignments, Shift Commanders are not impeded by seniority when making assignments. Furthermore, the Commissioner is excused from making seniority-based assignments in "exceptional circumstances."

4.) **AWARD**

Status quo.

C. COURT TIME:**1.) UNION PROPOSAL:**

All off-shift court appearances are to be compensated at a minimum of four (4) hours at the overtime rate.

2.) CITY COUNTER-PROPOSAL:

Status quo.

3.) DISCUSSION:

The Union seeks a uniform court time benefit.

The City argues that the current benefit is a generous one, and it is supported by the comparability data. According to the City, it does not have an ability to pay for the expanded court time benefit sought by the Union.

City Police Officers currently receive a minimum of four (4) hours pay at their overtime rate when appearing in court on their days' off. They receive a minimum of three (3) hours pay at their overtime rates when appearing in court on a work day, but not during their regularly scheduled shift.

The panel awards the Union's proposal to increase the offset to lost detail and overtime earnings, and as a component of its compensation package as consideration for the City's Light Duty program. The City has an ability to pay for the increased court time payment.

4.) AWARD

Effective July 1, 2014, modify Article 17 §17.01 to provide a minimum of four (4) hours payment at time-and-one-half a Police Officer's straight-time rate of pay.

D. MOBILE DIGITAL RECORDING SYSTEM:**1.) CITY PROPOSAL:**

The City proposes the installation of a video camera recording system in Departmental vehicles, and an audio recording device to be worn on a Police Officer's uniform.

2.) UNION COUNTER-PROPOSAL:

The Union urges the panel to reject the City's proposal.

3.) DISCUSSION:

The City contends that installing video camera recording systems in the police cruisers, and equipping Police Officers with an audio recording device would be of great advantage to the Department and its Police Officers, as they are elsewhere in Massachusetts and in other states. They would allow Police Officers to testify accurately as to arrests, and other law enforcement encounters. Moreover, the video camera recording system will reduce the liability faced by the City, the Department and its Police Officers. A pilot video and audio recording system was undertaken in the City for a period of eighteen (18) months. It received a favorable review by the Police Officer who volunteered for the program. The City expects to pay for such devices by means of grants. According to the City, the Union failed to introduce evidence indicating that the City's proposal should be rejected.

The Union argues that, at most, the panel should order a joint study committee to evaluate the video camera recording system, and the audio recording device to be worn on a Police Officer's uniform in more depth than occurred during the parties' bargaining.

It contends that the City was non-specific as to its video and audio policy during the parties' bargaining. The Union argues that before the City's proposal can be considered much more discussion and bargaining between the parties must take place as to all issues regarding the devices, their costs and all employment-related issues.

Due to the potentially far-reaching impact of the City's proposal, and the lack of such systems in universe communities, the panel does not award the City's proposal. In an August 8, 2006 Memorandum of Agreement, the parties agreed that either one of them could initiate bargaining on this issue. Therefore, the issue should be remanded to the parties for further bargaining preceded by a Joint Study Committee.

4.) **AWARD**

The formulation of a Joint Study Committee comprised of four (4) bargaining unit employees appointed by the Union President, and four (4) Management officials appointed by the Commissioner. The Joint Study Committee shall meet regularly and develop recommendations to be referred to the parties' bargaining committees in advance of the negotiations for a successor contract to the July 1, 2013 to June 30, 2016 collective bargaining agreement.

E. **WAGES**

1.) **UNION PROPOSAL:**

The Union seeks an 8% wage increase over a four (4) year contract period.

2.) **CITY COUNTER-PROPOSAL:**

The City is proposing a 1% wage increase effective July 1, 2013, contingent on a Quinn Bill award in its favor.

3.) DISCUSSION:

The Union argues that the universe evidence, and the City's ability to pay supports its wage demand.

The City contends that the comparability data, and its inability to pay support its wage increase proposal.

In light of the internal and external comparability data, and the City's ability to pay, as discussed in more detail below, the panel awards the following wage increases:

Contract #1: Effective July 1, 2012 – No increase.

Contract #2: Effective July 1, 2013 – 2% across-the-board wage increase applied to the salary schedule in effect on June 30, 2013;

Effective July 1, 2014 – 2% across-the-board wage increase applied to the salary schedule in effect on June 30, 2014;

Effective July 1, 2015 – 2% across-the-board wage increase applied to the salary schedule in effect on June 30, 2015.

a. JUSTIFICATION

It is clear that City officials expect much of their Police Officers. In the Fiscal Year 2014 Budget Introduction, Mayor Dominic Sarno and Mr. Timothy Plante, City Administrator and Financial Officer, commented as follows: "Public safety also is a vital component to quality-of-life in Springfield. This budget strived to underscore the City's commitment to the most important responsibility of any local government." (See City Exhibit #5.) The Police Commissioner noted drugs, gangs, guns, homicides (sixteen (16) as of early December, 2013), and other crimes as challenges faced by City Police Officers. Moreover, they are facing such risks and dangers with far fewer Police Officers than in the past. The Commissioner testified that 492 funded Police Officer positions were included in the 2000 budget while 372 such slots are funded in the 2014 budget.

The panel acknowledges the higher wage increases paid to City public safety employees in the 2007-2012 period as compared to non-public safety workers. However, City school department employees bargained wage increases of an un compounded 8.5% from Fiscal Year 2013 -2016, with a 2% increase July 1, 2012 and a 2 ½% increase effective July 1, 2013. Furthermore, Northampton and Westfield negotiated a 1% wage increase with its Police Officers in Fiscal Year 2013 . West Springfield bargained a 1% increase effective July 1, 2012, and another 1% increase effective January 1, 2013. Pittsfield has not yet settled its Police Officer contract. Chicopee and Holyoke did not negotiate wage increases in Fiscal Year 2013.

In Fiscal Year 2014, the City bargained 2% wage increases with two (2) City bargaining units, NAGE Building Inspectors Union, and AFSCME Council #93, Local 15961A. In Fiscal Year 2014, the City also provided a 2% wage increase to a non-union employee group. Universe wage increases of 1% to 1½% in Fiscal Year 2014 are within the range of the 2% wage increase granted herein, particularly where no wage increase is awarded in Fiscal Year 2013 to City Police Officers, but negotiated in some universe communities, and in the City's School Department. Consequently, a 2% wage increase effective July 1, 2013 is justified based on internal and external comparability data. Two percent (2%) wage increases effective July 1, 2014 and 2015 are also justified based on internal comparability data. Additionally, as consideration, the panel awards an enhanced drug and alcohol testing program based on the City's proposal.

b. ABILITY-TO-PAY

While the City has a limited ability to pay, the panel's wage increase award is

within its ability to pay. The cost of a 1% wage increase is \$267,000, and the panel has not awarded more than a 2% wage increase in any one (1) fiscal year. Effective July 1, 2012, a wage increase of 2% was negotiated on the City's school side. However, unlike the City's School Department and some universe communities, the panel does not award a wage increase in Fiscal Year 2013. A Fiscal Year 2013 wage increase is not awarded by the panel to lessen by at least eighteen (18) months the City's retroactive burden as well as the compounding impact of such an increase.

Effective July 1, 2013, the City's School Department negotiated a 2.5% wage increase with its unions, but the panel awards a 2% increase to its Police Officers, the same increase that the City negotiated with two (2) bargaining units and one (1) non-union group. Moreover, the panel has not awarded the retroactivity of the educational incentive to employees not eligible for Quinn Bill benefits per G.L.c.41, §108L, but makes it effective July 1, 2014. It is the same educational incentive benefit that has been financed by the City for its Firefighters since July 1, 2002. It should also be noted that in April 1995, the City agreed to a 3% wage increase as consideration for the Police Superior Officer Association's agreement to the City's light duty proposal awarded herein, but with a 1.5% stipend effective prospectively on July 1, 2014. Moreover, the City contributes 5%-10% less in health insurance payments than do most universe cities and towns. Pittsfield subsidizes 85% of all of its health insurance plans. Chicopee contributes 85% of the costs of an HMO Single Plan and 80% of HMO Family Plan costs. Westfield and Northampton finance 80% of their HMO plans. West Springfield contributes 75% of HMO costs.

State aid is the City's largest source of revenue, double that provided by City property taxes. (See City Exhibit #4.) Although the City's Unrestricted General Government Aid from the State dropped from \$45 million in Fiscal Year 2008 to \$32 million in Fiscal Year 2010, it has remained stable at \$32 million through Fiscal Year 2013 . (See City Exhibit #3.) Unrestricted state aid increased by \$750,000 in Fiscal Year 2014. (See City Exhibit #5.)

As to increased revenue, in July, 2013, City voters approved the City's Host Community Casino Agreement (Casino Agreement) with MGM. (See Union Exhibit #7.) In the Casino Agreement, MGM pledged one million dollars (\$1,000,000) as an "unrestricted grant to the City paid in July 2013" when the first 2% wage increase is payable to City Police Officers. (See Union Exhibit #5 and City Exhibit #5.) The one million dollars (\$1,000,000) is an "upfront and advance payment" and it is not contingent on the Casino's opening. (See Union Exhibits #5 and #6.) In addition to that "signing bonus," Mayor Sarno and Mr. Plante noted that a four million dollar (\$4,000,000) payment would be made by MGM to the City in Fiscal Year 2014 if it is chosen as the location of the Western, Massachusetts casino. (See City Exhibit #5.) There is no other Western Massachusetts community vying for a license.

Although the City is the only Massachusetts community at its levy limit, as a result of stringent financial control measures,

"...the General Fund actually had budgetary surpluses (deficits) of \$300,000, (\$8) million, \$12 million, \$23 million, \$14 million, and \$8 million, in 2012 2011, 2010, 2009, 2008, and 2007, respectively, where revenues and transfers in exceeded expenditures and transfers out. These surpluses are all exclusive of amounts transferred to/from the stabilization funds established by the City. The actual results far exceeded the initial

expectations but the City believes the structural deficit still exists since some of the surplus was the one-time collection of past due amounts. The result of these favorable results has increased the General Fund total budgetary fund balance to \$71 million at June 30, 2012.” (See City Exhibit #3.)

The City’s Fiscal Year 2012 Free Cash amount was nearly \$7.5 million, up from \$4.7 million in Fiscal Year 2011, and a far cry from the negative amounts from Fiscal Year 1989 through Fiscal Year 2004, but down from the Fiscal Year 2006 to Fiscal Year 2010 levels.(See City Exhibit #3.) In Fiscal Year 2012, the City’s Stabilization Fund was \$41 million, down from \$45 million in Fiscal Year 2011, but up from Fiscal Year 2009 and Fiscal Year 2010 amounts. (See City Exhibit #3.)

In their introduction to the “hold-the-line” Fiscal Year 2014 budget, Mayor Sarno and Mr. Plante noted “a modest increase in the City’s assessed valuation, and home prices are ticking upward...” (See City Exhibit #5.) They were also confident and testified that Free Cash would increase modestly over Fiscal Year 2013 levels. Although dealing with a “structural budget deficit,” they included “full funding” of a twenty-two (22) member police recruit class, as well as “one-time” funding for “computer and technology upgrades” in the Police and Fire Departments. (See City Exhibit #5.) In the Fiscal Year 2014 Budget’s Executive Summary, it was noted that “the Assessors have declared surpluses in the overlay accounts for Fiscal Year 2007, Fiscal Year 2008, Fiscal Year 2009, Fiscal Year 2010 and Fiscal Year 2013 totaling \$14.4 million. (See City Exhibit #5.) Ultimately, the surplus becomes a component of Free Cash. (See City Exhibit #5.)

As to the perennial cost-increasing nemesis of health insurance, the City reports

that:

At June 30, 2012 the Health Insurance Internal Service Fund has positive net assets of \$4.5 million compared with \$4.0 million in the prior year. The fund experienced a \$531,000 increase during FY2012. Employee benefits increased from \$77 million in FY2011 to \$79 million in FY2012. During fiscal year 2007, the City joined the Commonwealth's Group Insurance Commission (GIC) program in order to gain access to more favorable health insurance rates and further the initiative to reduce costs while still providing quality health coverage to its employees and retirees. The GIC program is fully insured. (See City Exhibit #3.)

It is expected to "provide significant savings for the City over the next several years."

(See City Exhibit #3.) City officials noted a \$2.3 million dollar decrease in Fiscal Year 2014 health insurance costs due to the reconciliation of City-paid plans. (See City Exhibit #5.) In Fiscal Year 2014, the GIC was not forecasting increases to premiums, co-pays or deductibles. (See City Exhibit #5.) In Fiscal Year 2014, the City was increasing its cost projections by only 1% over Fiscal Year 2013. (See City Exhibit #5.)

Standard and Poor's recently upgraded the City's bond rating. Its rationale for the increase was as follows:

Standard and Poor's Ratings Services raised its issuer credit rating (ICR) on Springfield, Mass. to 'A' from 'A-' based on our view of the city's progress toward rebuilding its reserve levels, which is due, in part, to a proactive financial management team that took control of the city's finances after a period of commonwealth oversight.

At the same time, Standard & Poor's affirmed its 'AA' long-term rating on Springfield's commonwealth-qualified general obligation (GO) qualified school construction bonds (QSCB) and affirmed its 'AA' underlying rating (SPUR) on the city's previously issued commonwealth qualified debt.

The 'AA' ratings are based on the bonds' eligibility under the commonwealth's Chapter 44A Qualified Bond Act. The commonwealth's emergency finance board has authorized the city to issue bonds or notes, including this issuance, as commonwealth-qualified bonds.

The outlooks on all ratings are stable.

The ICR reflects Standard & Poor's opinion of the city's:

- Strong total available general fund balance that management expects to maintain;
- Full repayment of commonwealth loans in fiscal 2009, which were related to the city's 2005 budget deficit; and
- Low debt.

However, it expressed its concerns over the City's "limited economy, with decreasing assessed values (AV) and below-average, although adequate incomes, large other post employment benefit (OPEB) liability and historically high unemployment compared with the commonwealth and national averages." Nevertheless, its projection was as follows:

The stable outlook on the program rating reflects that of the commonwealth rating. The stable outlook on the ICR reflects the city's strong reserve levels and our expectation that management will maintain strong financial performance over the near term. As such, we do not expect to change the rating within the next two years.

Therefore, for all of the reasons delineated above, while the City does not have an unlimited ability to pay, it has and will have sufficient finances to fund the award.

4.) AWARD

July 1, 2012 – No increase

July 1, 2013 – 2% across-the-board wage increase applied to the salary schedule in effect on June 30, 2013

July 1, 2014 – 2% across-the-board wage increase applied to the salary schedule in effect on June 30, 2014

July 1, 2015 – 2% across-the-board wage increase applied to the salary schedule in effect on June 30, 2015¹

F. UNIFORM ALLOWANCE:

1.) UNION PROPOSAL:

The Union proposes an increase in the yearly uniform allowance from \$500 to

¹Wage increases shall be rounded to the next whole dollar amount based on the application of the percentage wage increases awarded herein.

\$1,000, and the elimination of the City's quartermaster system of providing uniform-related items per Article 16 (Uniform Allowance) §16.01 and §16.04 of the collective bargaining agreement.

2.) **CITY COUNTER-PROPOSAL:**

The City rejects the Union's proposal, and requests maintenance of the current benefit.

3.) **DISCUSSION:**

The Union argues that its uniform allowance proposal is efficient and more cost effective than the current Departmental program. The increased cost to the City would be minimal as elimination of the quartermaster system would result in savings which would nearly off-set the \$500 increase in the uniform allowance itself.

The City rejects any change to the current quartermaster system, and the \$500 increase to the current uniform allowance. The quartermaster benefit is not in any need of modification, and the Union did not present any evidence so indicating. Furthermore, the City does not have an ability to pay for the Union's proposal which would cost the City nearly \$200,000 in the first year of the agreement, increasing annually thereafter. Moreover, comparability data does not support the Union's proposal.

It appears from the comparability data that most universe cities and towns provide a single, dollar amount for uniforms. (See Union Exhibit #8.) However, the panel does not award the Union's proposal, preferring to focus City finances on other compensation increases, in light of panel awards of City proposals.

4.) **AWARD**

Status quo.

G. **EDUCATION INCENTIVE:**

1.) **UNION PROPOSAL:**

Bargaining unit employees eligible for benefits pursuant to G.L.C.41, §108L shall receive 100% of c. 41 §108L benefits, irrespective of the financial contribution by the Commonwealth of Massachusetts to the City. Bargaining unit employees not eligible for benefits pursuant to G.L.C.41, §108L shall receive 50% of c. 41 §108L benefits.

2.) **CITY PROPOSAL:**

The City shall only pay its fifty percent (50%) statutory share, and any additional Commonwealth of Massachusetts contribution to bargaining unit employees eligible for Quinn Bill benefits. It rejects expansion of the stipend.

3.) **DISCUSSION:**

The Union contends that full Quinn Bill benefits have been an essential component of employee compensation since the parties first negotiated the benefit in 1993. Furthermore, despite the holding in *Adams v. City of Boston*, 461 Mass. 602 (2012), which was adverse to the Union's position, the City has continued paying the full benefit value.

The City argues that it should not be required to contribute to eligible employees any more than 50% to the benefit cost, as that was its original statutory obligation. The City cannot afford to pay the Commonwealth of Massachusetts' share of the benefit.

Quinn Bill eligible employees have historically received full Quinn Bill benefits.

Despite its sizeable cost, to the City's credit, it has continued to so provide, even after Adams Id. relieved it of any obligation beyond fifty percent (50%) of the benefit and any Commonwealth of Massachusetts contribution. While the panel acknowledges the failure of the Commonwealth to uphold its funding commitment to cities and towns, awarding the City's proposal would result in a severe and unwarranted reduction in employee compensation, and result in a 50% rescission of the consideration granted to employees for their attainment of requisite degrees. As Quinn Bill eligible Police Officers retire, the cost of education leave shall decrease. Moreover, the external comparability data supports the Union's proposal.

As to non-Quinn Bill eligible Police Officers, who have to date received no educational benefit, the panel awards the same education benefit as the City negotiated with the Firefighters' Union effective July 1, 2002. Furthermore, the external comparability data supports the panel's award. The communities of Chicopee, Holyoke, West Springfield and Northampton provide education achievement benefits to non-Quinn Bill eligible Police Officers. (See Union Exhibit #8.) The City has an ability to pay for the educational incentive awarded herein. However, mindful of the City's limited ability to pay, the panel awards no retroactive educational incentive benefits to non-Quinn Bill eligible employees. Moreover, of the fifty-seven (57) patrol officers hired after July 1, 2009, only thirty-one (31) or fifty-four percent (54%) have degrees that qualify for the educational incentive benefit. Additionally, the panel awards the City's no-increase wage proposal in Fiscal Year 2013, and it awards less of a wage increase than proposed by the Union in Fiscal Years 2014 through 2016.

4.) AWARD

Amend Article 24 (Educational Incentive) to include the following provisions:

Police officers eligible for benefits pursuant to G.L.c. 41, §108L shall receive such benefits regardless of reimbursement by the Commonwealth of Massachusetts to the City. Police officers not eligible for G.L.c. 41, § 108L benefits shall receive 50% of such benefits, if they satisfy the degree requirements of that statute.

Police officers eligible for benefits pursuant to G.L.c. 41, § 108L shall receive the following educational incentive, regardless of reimbursement by of the Commonwealth of Massachusetts to the City, if they satisfy the degree requirements of that statute:

10% base salary increase for an Associate's Degree
 20% base salary increase for a Bachelor's Degree
 25% base salary increase for a Master's Degree

Effective July 1, 2014, Police Officers not eligible for benefits pursuant to G.L.c. 41, §108L shall receive the following educational incentive if they satisfy the degree requirements of that statute:

5% base salary increase for an Associate's Degree
 10% base salary increase for a Bachelor's Degree
 12.5% base salary increase for a Master's Degree

H. TEMPORARY RESTRICTED DUTY/WORK HARDENING ASSIGNMENTS:

1.) CITY PROPOSAL:

The City proposes a light duty program similar to that implemented in the City's Fire Department as a result of a 2010 JLMC award. The Fire Department's light duty program includes Firefighters Injured-on-Duty (IOD), and off-duty, which the City's seeks in the instant case. It also seeks a twelve (12) week waiting period prior to the commencement of light duty as exists in the Fire Department program.

2.) **UNION COUNTER-PROPOSAL:**

If the panel awards the City's proposal, it should award a 3% base wage increase to Police Officers as the City granted a 3% salary increase to Police Superior Officers in exchange for their light duty concession. Moreover, it should consider the Union's concerns regarding sick leave and hours of duty.

3.) **DISCUSSION:**

The City argues that its proposal benefits the Department and injured Police Officers as it encourages a return-to-work when a Police Officer is medically cleared to do so. The City's proposal does not require a sick or injured Police Officer to be exposed to the normal dangers and risks associated with law enforcement, as the light duty program is restricted to clerical, supply, and property room assignments. The citizens of the City have a right to expect the performance of some employment duties while an IOD Police Officer is collecting his total salary. Moreover, the comparability data supports the City's position.

The Union argues that it has concerns regarding the impact of the City's proposal on bargaining unit sick leave and hours of work. Moreover, the City has placed a 3% base wage increase value on the light duty program with Police Superiors, and it should not be allowed to escape from its self-imposed consideration as regards Police Officers.

The communities of Chicopee, Holyoke, Northampton and Pittsfield have light duty programs. Moreover, the Light Duty program has been implemented in the Police Superiors and Firefighters bargaining units, the other two (2) City public safety units. A Light Duty program benefits both the City and the recovering Police Officer. The City

receives a level of services from an IOD Police Officer not yet medically cleared for full duty, but who is able to perform some support duties. Moreover, a Police Officer on sick leave performing light duty will utilize less sick leave than would otherwise be the case. Consequently, a Temporary Restricted Duty/Work Hardening Assignments provision is awarded.

As to the financial consideration for the Light Duty program, the parties agreed to the following terms in an August 8, 2006 Memorandum of Agreement:

Either the City or Local 364 may initiate bargaining on the subject of limited duty for members of Local 364 who are incapacitated from performing all of the essential duties of a police officer, and what if any financial or other benefit may appropriately be received by Local 364 if limited duty is implemented. If such bargaining does not produce an agreement either party may initiate mediation and final and binding arbitration by the Joint Labor Management Committee on this matter.

Consequently, the parties envisioned independent financial consideration to Police Officers for a Light Duty program. The Union seeks a 3% benefit as negotiated by the City and the Police Superiors Association in 1995. (See Union Exhibit #10.) However, while the City bargained a 3% value for the Light Duty program, based on its limited ability to pay, the panel awards a non-retroactive 1.5% value in conjunction with the enhanced non-retroactive court time benefit, and the no-cost, liberalized six (6) week swap mechanism. The City has an ability to pay for the 1.5% Light Duty stipend.

4.) **AWARD**

a.) A Temporary Restricted Duty/Work Hardening Assignments provision is awarded as follows:

_.010 When an employee is on Injured on Duty or paid/unpaid sick leave status he/she shall be subject to placement in a temporary restricted duty work

hardening assignment, under the terms of this Article.

_.02. An Employee on Injured on Duty or paid/unpaid sick leave status may be assigned to a restricted duty/work hardening assignment when he/she is not able to perform all of his/her ordinary duties as a police officer. Temporary restricted duty work hardening assignments will be any assignment which does not require the use of a firearm. Such duties may include, but are not limited to, the following: nonphysical training, assisting with the academy class, dispatching, teletype operations, clerical work, crime prevention, assist in the property room or evidence room, and computer operations.

_.03. An Employee on Injured on Duty or paid/unpaid sick leave status shall comply with the applicable provisions of the Rules and Regulations of the Springfield Police Department relating to accidents, sickness or injury sustained in the performance of duty. This includes, but is not limited to submission of the appropriate Departmental forms, and attending physician certificates. The Commissioner or his/her designee may at any time make restricted duty work hardening assignments consistent with restrictions set forth in the certificate(s) of the Employee's treating/attending physician. The Department shall notify the employee and the Union when assignments are made under the terms of this Article.

_.04. If there is a disagreement between the Department and the employee's medical provider as to the intended temporary restricted duty work hardening assignment, the Department and the employee's medical provider shall confer in an effort to resolve their differences. In the absence of such a resolution, the Commissioner or his/her designee shall have the right to direct an employee who is on injured on duty leave, or paid/unpaid sick leave status to be examined by a physician designated by the City. For purposes of this Article, the City, when designating a physician, shall designate the physician from the impartial physician list established and maintained by the Massachusetts Department of Industrial Accidents, pursuant to Mass. G.L. c. 152, Section 11A ("the DIA list"). The City shall notify the Union, through either its President or Vice President, when it wishes to make a designation from the DIA list pursuant to this section. If the parties do not thereafter agree, within two (2) business days from such notification, to the name of a physician from the DIA list who shall be designated, both the Union and the City shall within the (2) business days, separately rank the top five (5) names on the DIA Springfield list for the appropriate medical specialty. (If there are multiple medical issues the selection shall initially be from a list for the primary injury.) The physician who is highest ranked considering both parties' rankings shall thereafter be designated. If the Union does not rank the physicians within two (2) business days, the City may designate any physician from the list. If there is not a Springfield DIA list for the appropriate specialty, the parties shall mutually agree to a physician from Bay State Medical Center or

Mercy Hospital. In no case shall the physician designated pursuant to this paragraph be the treating physician. The Commissioner or his/her designee may make restricted duty work hardening assignments consistent with restrictions set forth in the report(s) of the physician designated in accordance with this paragraph. Copies of any report received from a designated physician shall be provided to the employee and, provided that the employee so authorizes, the Union.

_.05. The report of the physician designated in paragraph .04 above shall be binding on the employee, the Union and the City, and will not be subject to review through the grievance/arbitration provisions of the parties' contract.

_.06. No paid Injured on Duty or paid/unpaid sick leave shall be granted or continued for any period after the Commissioner or his/her designee determines that a temporary restricted duty work hardening assignment is available for which the Employee is capable of performing, and the Commissioner assigns him/her to such position.

_.07. A temporary restricted duty work hardening assignment will not interfere with the employee's ongoing medical treatment.

_.08. An employee injured, re-injured, or whose injury is aggravated while performing a temporary restricted duty work hardening assignment shall be treated as an employee injured in the course of employment under Mass. G.L. c. 41, Section 111F.

_.09. During any temporary restricted duty work hardening assignment the employee shall receive compensation equivalent to what he/she was receiving prior to his/her injury. As to tax issues, employees on light duty shall be paid in accordance with applicable IRS regulations.

_.10. Either the Employee or the Department may initiate restricted duty work hardening assignment, and no Employee will be denied the opportunity to perform a restricted duty work hardening assignment, if otherwise eligible pursuant to this article.

_.11. In no case shall a temporary restricted duty work hardening assignment extend beyond the period of the Employee's incapacity from full duty. An Employee will be removed from his/her restricted duty assignment upon either of the following two events: (i) the Department submits an involuntary retirement petition for the Employee; or (ii) the Employee submits a voluntary accidental disability retirement petition and a medical panel is scheduled in accordance with the provisions of law concerning said petition. In the event that an employee is removed from restricted duty pursuant to the provisions of the preceding sentence, the Employee is required to cooperate in the completion of the retirement

application process. Otherwise, he/she may be placed back on restricted duty.

_.12. All employees assigned to Light Duty shall work their regular shift and schedule, or such other hours and schedule as may be mutually agreed by the employee and the Department with time off to be granted for medical treatment related to their illness or injury. When a police officer is required to receive medical attention during duty hours, such hours shall be considered as his/her hours worked in the computation of his/her weekly shift, not to include overtime. Employees shall be paid the same base weekly rate of pay as those employees assigned to rotating 4 on-2 off schedule.

_.13. Employees injured on duty may be compelled to return on light duty after twelve (12) weeks. The process to place an employee on light duty shall be completed as specified in the agreement between the parties during this twelve (12) week period.

_.14. Employees who are injured off duty may initiate a light duty assignment after the usage of eight (8) weeks of sick leave. Once an employee is placed on light duty they shall be removed in the same manner as an employee who is injured on duty. They shall not be removed due to the subsequent placement of an IOD employee on light duty.

_.15. Light duty assignments shall not continue beyond a period of one (1) year without the mutual consent of the Employee, the Union and the City.

_.16. An officer on light/limited duty status shall not be held responsible for failure to render emergency assistance. Light duty is understood by the parties not to be used as a means of punishment or punitive in nature but to enhance an officer's return to work.

_.17. Disputes regarding interpretation of or the application of this Policy, including c. 41 §100 and §111F eligibility, will be subject to the grievance/arbitration procedures of Article 5 (Grievance Procedure) notwithstanding any contrary, contractual provisions.

_.18. An employee shall be eligible for all rights, benefits, and privileges without diminution under the collective bargaining agreement.

b.) Effective July 1, 2014, a 1.5% Temporary Restricted Duty/Work Hardening Assignments stipend shall be applied across-the-board to the salary schedule in effect on June 30, 2014.

I. INJURED-ON-DUTY:

1.) UNION PROPOSAL:

The Union proposes grievance arbitration to resolve IOD disputes between the parties.

2.) CITY COUNTER-PROPOSAL:

The City counter-proposes the status quo.

3.) DISCUSSION:

The Union argues that arbitration of an IOD dispute is more effective, and less costly than court litigation, the current dispute resolution mechanism.

The City asserts that the current process of IOD dispute resolution should not be altered.

Most, if not all disputes between the parties are resolved through the grievance procedure, culminating in final and binding grievance arbitration. It is far more cost effective and time sensitive than traditional litigation. Furthermore, all universe communities have agreed to submit IOD disputes to grievance arbitration. (See Union Exhibit #8.)

4.) AWARD

Add the following term to Article 25 (Miscellaneous) §25.02 “including those provided by G.L.c. 41.”

Add the following provision to Article 5 (Grievance Procedure) §5.10:

Notwithstanding any contract provision to the contrary, in order to resolve a c.41 §100 or §111F IOD dispute, either party is entitled to process such a dispute through the

grievance procedure, including to arbitration pursuant to Article 5 terms..

J. **SWAPS:**

1.) **UNION PROPOSAL:**

The Union proposes a modification of collective bargaining agreement §19.01 to expand the swap period from one (1) week to six (6) weeks.

2.) **CITY COUNTER-PROPOSAL:**

The City rejects the Union's proposal as unwieldy.

3.) **DISCUSSION:**

The Union argues that based on a 4/2 weekly work schedule, a six (6) week swap cycle is necessary in order that Police Officers have attractive weekend days to trade with other Police Officers, as Saturdays and Sundays are at a premium. The Union's proposal has no cost impact on the City, and will likely reduce sick leave usage. Moreover, the City's computerized payroll system will be able to track the swaps. The Union's proposal does not alter Police Officers' obligation to notify Shift Commanders of swaps.

The City contends that the 4/2 schedule, long sought by the Union, is a sufficient scheduling benefit without tying an expanded swap system to it. As a result of the 4/2 scheduling, Police Officers receive seventeen (17) additional days off per year as compared to a 5/2 shift schedule. They also receive compensatory time off which allows them more time away from the job. The evidence reveals that it is difficult enough to track current swaps, and that its expansion would be considerably more complex. Moreover, the payroll implications of a six (6) week program would likely create difficulties with the Commonwealth of Massachusetts retirement system (PERAC). The

Union's proposal may also increase overtime costs which the City is currently ill-able to afford.

The evidence reveals that Firefighter swaps are unlimited as to trade deadlines in a calendar year. The panel awards the Union's proposal as partial consideration for the City's Temporary Restricted Duty/Work Hardening Assignments. Over a six (6) week cycle, the swap system should be more productive allowing Patrol Officers to more efficiently trade shifts, decreasing the use of paid leave benefits. Furthermore, the Departmental TeleStaff payroll software tracks swaps and should be able to do so over a six (6) week cycle. (See Union Exhibit #12.)

4.) **AWARD**

Amend Article 19 (**Interchange of Work Hours**) §19.01 as follows:

Swaps implemented and applied over a six (6) week cycle.

K. **DRUG AND ALCOHOL TESTING:**

1.) **CITY PROPOSAL:**

The City proposes random drug and alcohol testing of Police Officers.

2.) **UNION COUNTER-PROPOSAL:**

The Union rejects the City's drug and alcohol testing proposal as unnecessary.

3.) **DISCUSSION:**

The City contends that its random drug and alcohol testing proposal is necessary to ferret out drug abuse by Police Officers, even if by a minority. According to the City, evidence of recent drug abuse by Police Officers supports its proposal. Reasonable suspicion drug and alcohol testing, as in the current collective bargaining agreement, is

not an effective discovery tool. Random testing not only benefits the City's citizens, but also the drug abusing Police Officer and his/her colleagues. Sound Police Officer judgment, his/her physical fitness, and quick reaction time are critical to the performance of law enforcement duties and responsibilities. Drug testing is common throughout the country for Police Officers. It should be awarded in the instant case.

The Union contends that the City has not demonstrated a need for random drug and alcohol testing. It has not availed itself of the current contractual reasonable suspicion standard. The Union and its members have considerable, well-founded insecurities regarding random drug and alcohol testing. Invalid test results can damage and even end an otherwise stellar law enforcement career. It should not be awarded in the instant case.

Public safety employees must be free from the adverse effects of alcohol and drug abuse. Their job duties and responsibilities require sound judgment, instantaneous decision-making and the physical ability to implement strenuous activity. When the City sought Firefighter random drug and alcohol testing, a JLMC panel awarded one-time drug and alcohol testing during the life of the contract. Moreover, universe data does not support random drug and alcohol testing. While Chicopee, Holyoke and Westfield have the right to an annual test, similar to the City's Firefighter award, there is no evidence of random testing in the universe. (See Union Exhibit #8.) Consequently, the panel awards one-time drug and alcohol testing during the life of the collective bargaining agreement.

4.) **AWARD**

Include the existing terms of Article 32, except as modified herein.

Each Patrol Officer shall submit to one (1) drug test during the life of the 2013-2016 collective bargaining agreement as follows:

Add new Section 32.07a.

At the City's option, within sixty (60) days of the execution date of this contract each member of the bargaining unit shall submit to a drug/alcohol test. This shall be a one-time event only and shall not be repeated during the life of this collective bargaining agreement. No bargaining unit member shall lose any pay during the administration of this particular test. An employee testing positive shall be referred to the §32.08 rehabilitation program and shall be subject to its terms as well as other Article 32 provisions.

In Section 32.08, add the words "and/or" after the word "results" and before the word "for."

Add new Section 32.08a.

Any employee who is found to have tested positive for either drugs or alcohol will be required to submit to a drug/alcohol test prior to returning to duty. Said test will be administered once an employee has been cleared to return to duty by a substance abuse professional (SAP). The SAP shall confer with and weigh the recommendation of the employee's drug/alcohol counselor prior to ordering a return-to-work drug/alcohol test; in the event that there is a conflict of opinion about return-to-work testing between the employee's counselor and the SAP, the employee may request that the Medical Review Officer (MRO) involved in his/her case make the outcome-determinative decision. Employees must successfully pass a return-to-work test in order to be reinstated to active employment.

In the event that an employee fails to pass his/her first return to work drug/alcohol test, the employee shall be returned to rehabilitation and afforded one more opportunity to pass a return to work, drug/alcohol test. In the event that the employee fails his/her second return to work, drug/alcohol test, the employee shall be subject to discipline up to and including termination of employment.

Replace the first sentence of Section 32.10 with the following provision:

Any employee who successfully passes a return to work test will be subject to random, follow up drug/alcohol testing as often as determined by the employee's SAP for a period not to exceed 18 months following the employee's successful return to work.

Include the second sentence of Section 32.10.

Add 32.13

An employee shall be accorded the right of Union representation for either breath or urine testing provided that the securing of such representation does not unreasonably delay the conduct of such test.

Testing for alcohol may be done either by breathalyzer or by urine sample. The breathalyzer test shall be performed by a certified breath alcohol technician (BAT). If alcohol testing is done by breathalyzer and if the test result is positive, either the Employer or the employee may request a confirmatory urine test at a certified laboratory.

Testing for drugs shall be done at a certified laboratory. Urine testing shall be done with due regard for the chain of custody. Each urine sample shall be subdivided into primary and split specimens. If the primary specimen has a positive test result, the employee shall be deemed to have tested positive unless the employee within 72 hours after the consultation with the MRO requests that the split specimen be tested at another certified laboratory. If the split specimen also has a positive test result, then the employee shall be deemed to have tested positive. In cases where the employee has requested further testing, i.e., the testing of a split sample, and the test is positive, the employee shall bear the expense of the test of the split sample. If the split specimen has a negative test result, then the primary specimen shall be deemed to have been negative, and the employee shall be recorded as having a negative test result overall. All testing costs shall be borne by the Employer except where otherwise specified in this Policy.

All test results shall be reviewed by a medical review officer prior to the result being reported to the Employer. In the event of a positive test result, the MRO shall contact the employee and conduct an interview to determine if there are any legitimate reasons for the positive test result. If the MRO determines that there is a legitimate medical explanation for the positive test result, the MRO will report the test result as a negative result. The employee shall bear no testing costs under circumstances where the MRO declares a negative test result. The Employer may be asked by the MRO to assist in getting the employee to contact the MRO; the MRO shall divulge no testing information to the Employer prior to reporting the test result to the Employer. Any employee who has a final positive test result on the first occasion for alcohol/drugs shall receive no discipline provided the employee seeks and participates in treatment for his/her condition.

Any refusal to participate in treatment shall result in the discharge of the employee.

Any employee who has a positive test result for drugs/alcohol on the second occasion or subsequent occasions shall be subject to discipline up to and including termination of employment excepting an initial positive test result, followed by a positive first return-to-work test result per §32.08a.

Add 32.14

Any interference with the testing process or a refusal to submit to testing shall be grounds for disciplinary action up to and including termination. Interference with the testing process includes, but is not limited to, the following: tampering with a specimen, offering bogus specimens, substituting specimens, altering specimens, and obstructing the testing process. In the event that a test result is a dilute negative as defined by the MRO, an employee will be subject to retesting and will bear the cost of such retest.

Add 32.15

Any employee who voluntarily comes forward at any time prior to undergoing a test for drugs/alcohol or being charged criminally regarding drugs/alcohol and discloses to the Employer that s/he has a drug/alcohol problem shall be granted an opportunity to seek treatment, shall be granted 30 days paid administrative leave for such treatment, and shall further be permitted thereafter to use accumulated sick or vacation leave for the period of treatment, and shall not be subject to discipline. First-time treatment which arises in the course of employment by the City shall be at no cost to the employee for the duration of the time the employee is on paid administrative leave plus any time covered by use of the employee's sick and/or vacation leave. The SAP bears the responsibility for determining the employee's treatment plan after consultation with the employee's counselor, if any.

Following treatment an employee will be subject to return to work testing and follow-up testing pursuant to the terms set forth in this contract with respect to each.

Nothing herein shall preclude disciplinary action against an employee who is under criminal investigation for drug/alcohol related misconduct.

Add 32.16

An alcohol level of .03 or greater shall be considered a positive test result. An employee with an alcohol level of .01 to less than .03 will be relieved of duty; in such event the employee may, if s/he chooses, use sick leave, vacation leave, compensatory time, or leave without pay to cover the balance of his/her absence from the remainder of the shift.

The drugs tested for shall be those comprising the standard DOT 5 panel screen, namely, marijuana (THC), cocaine, amphetamines, phencyclidine (PCP), and opiates including heroin, oxycontin, & oxycodone. Standard cutoffs shall be used in determining whether or not an employee has a positive test result. Standard cutoffs and the drugs tested for may be changed by agreement of the parties.

An employee who has a valid prescription for medication and who

receives a positive test result shall bring such prescription to the attention of the MRO.

Add 32.17

Employees who are out of work due to an on-the-job injury may be required to be available for drug/alcohol testing if they are otherwise authorized by this article.

Except as otherwise provided in this Drug/Alcohol Policy, the Employer shall bear all costs associated with the alcohol/drug testing of its employees.

Add 32.18

Any disputes concerning the interpretation or application of Article 32 shall be resolved through the parties' grievance and arbitration procedure (Article 5).

Add 32.19

Should any portion of this Alcohol/Drug Policy be held unlawful by any court of competent jurisdiction within Massachusetts, the remaining provisions of this Policy shall remain enforceable provided that the portion struck down does not so cripple the policy as to make it dysfunctional. The parties agree to try to negotiate a substitute provision for any provision struck down.

City of Springfield
36 Court Street
Springfield, MA 01103



Division of Administration
and Finance

To: Springfield City Council
From: TJ Plante, Chief Administrative & Financial Officer
Date: March 3, 2014
Re: Order for Council Meeting – 3/3/2014
Cc: Mayor Sarno

Purpose: The purpose of this memo is to request the City Council to consider an order to authorize and appropriate the sum of Six Million Eight Hundred Forty-Six Thousand Five Hundred Thirty Four Dollars (\$6,846,534.00) for four schools that were invited into the MSBA Accelerated repairs program.

Background: Springfield High School of Science and Technology, Margaret C. Ells School, South End Middle School and Springfield Public Day High School were invited into the MSBA's Accelerated Repair Program. The program will repair or replace roofs, windows and boilers in schools that are otherwise structurally, functionally and educationally sound. The main goals of the Accelerated Repair Program are to improve learning environments for children and teachers, reduce energy use and generate cost savings for districts.

The City needs to authorize bonds for the total amount of this project before any reimbursements from MSBA can be requested. The City can expect 80% reimbursement from MSBA. The total bond authorization being sought is \$6,846,534 to cover all costs associated with the Accelerated repairs program.

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.

Total Project Budget

Springfield
Margaret C. Ells Elementary School

11/13/2013

Total Project Budget: All costs associated with the project are subject to 963 CMR 2.16(5)	Estimated Budget	Scope Items Excluded from the Basis of Estimated Total Facilities Grant or Otherwise Ineligible	Basis of Estimated Total Facilities Grant ¹	Estimated Maximum Total Facilites Grant ¹
Feasibility Study Agreement				
OPM Feasibility Study	\$3,000		\$3,000	
A&E Feasibility Study	\$18,100		\$18,100	
Env. & Site			\$0	
Other			\$0	
Feasibility Study Agreement Subtotal	\$21,100	\$0	\$21,100	\$16,880
Administration				
Legal Fees			\$0	\$0
Owner's Project Manager				
Design Development			\$0	
Construction Contract Documents	\$9,380		\$9,380	
Bidding	\$1,877		\$1,877	
Construction Contract Administration	\$70,140		\$70,140	
Closeout	\$6,005		\$6,005	
Extra Services			\$0	
Reimbursable & Other Services			\$0	
Cost Estimates			\$0	
Advertising	\$350		\$350	
Permitting			\$0	
Owner's Insurance			\$0	
Other Administrative Costs			\$0	
Administration Subtotal	\$87,752	\$0	\$87,752	\$70,202
Architecture and Engineering				
Basic Services				
Design Development			\$0	
Construction Contract Documents	\$15,700		\$15,700	
Bidding	\$1,600		\$1,600	
Construction Contract Administration	\$22,900		\$22,900	
Closeout	\$3,800		\$3,800	
Other Basic Services			\$0	
Basic Services Subtotal	\$44,000	\$0	\$44,000	
Reimbursable Services				
Construction testing	\$4,000		\$4,000	
Printing (over minimum)	\$1,000		\$1,000	
Other Reimbursable Costs			\$0	
Hazardous Materials	\$2,500		\$2,500	
Geotech & Geo-Env.			\$0	
Site Survey			\$0	
Wetlands			\$0	
Traffic Studies			\$0	
Architectural/Engineering Subtotal	\$51,500	\$0	\$51,500	\$41,200
CM & Risk Preconstruction Services				
Pre-Construction Services			\$0	\$0
Site Acquisition				
Land/Building Purchase			\$0	
Appraisal Fees			\$0	
Recording fees			\$0	
Site Acquisition Subtotal	\$0	\$0	\$0	\$0
Construction Costs				
Construction Budget				
GMP Fee				
GMP Insurance				
GMP Contingency				
Division 1 - General Requirements	\$259,748			
Division 2 - Existing Conditions	\$102,850			
Division 3 - Concrete	\$114,660			
Division 4 - Masonry	\$25,525			
Division 5 - Metals				
Division 6 - Woods, Plastics and Composites				
Division 7 - Thermal and Moisture Protection	\$820,097			
Division 8 - Openings				

ProRated 20% Exclusion

\$0 -Administration

\$0 -A/E Services

\$0 -Miscellaneous Proj Costs

\$171,352 Sum of Three Soft Costs

Eligible Soft Costs Category

\$90,752 -Administration

\$69,600 -A/E Services

Ineligible therefore not included in calculation -Site Acquisition

\$11,000 -Miscellaneous Proj Costs

\$0 FFE

Not included in this calculation Owners Contingency

\$171,352 Total Eligible Soft Costs

Construction Costs associated with Soft Cost Cap Calculation

Est'd Budget Construction Costs Category

\$0 -CM Preconstruction services

\$1,333,530 -Construction Cost

Not included in this calculation -Construction Contingency

\$1,333,530 Total Construction Cost

20% Soft Cost Allowance

\$266,706 Reimbursable Soft Cost

-\$95,354 Eligible minus Reimbursable

-If Eligible minus Reimbursable is negative OK.

-If Eligible minus Reimbursable is positive enter value into Soft Costs that exceed 20% of Const'n Cost below in the Ineligible column.

Cosntruction Budget		\$1,333,530
OPM Services	Eligible Fees	Total % of Constr
Basic Services	\$90,402	\$90,402 6.78%
Extra Services	\$0	0.00%
OPM Fee @ 10.00%		\$133,353
Designer Services	Eligible Fees	Total % of Constr
Basic Services	\$62,100	\$62,100 4.66%
Extra Services	\$7,500	0.56%
Dsg'r Fee @ 15.00%		\$200,030

Designer Cost Est		24.19%			
Direct Scope	direct cost	square footage	direct cost/sf	markup cost	m/u cost/sf
Roof (PVC)	\$641,127	39,500	\$16.23	\$796,216	\$20.16
Vapor barrier	\$158,000	39,500	\$4.00	\$196,220	\$4.97
Total Direct Costs	\$799,127	39,500	\$20.23	\$992,436	\$25.12
Associated Scope	assoc cost	square footage	assoc cost/sf	markup cost	m/u cost/sf
Demo	\$81,850	39,500	\$2.07	\$101,650	\$2.57
Abatement	\$21,000	39,500	\$0.53	\$26,080	\$0.66
Deck Repair	\$114,660	11,466	\$10.00	\$142,396	\$12.42
Sheet metal panels	\$10,200	39,500	\$0.26	\$12,667	\$0.32
Walkway pads	\$2,500	39,500	\$0.06	\$3,105	\$0.08
Snowguards	\$2,340	39,500	\$0.06	\$2,906	\$0.07
Masonry restoration	\$25,525	39,500			
Drains, gutters, & downspouts	\$5,930	39,500	\$0.15	\$7,364	\$0.19
Electrical/HVAC Disconnect	\$10,650	39,500	\$0.27	\$13,226	\$0.33

Springfield
Margaret C. Ells Elementary School

Total Project Budget: All costs associated with the project are subject to 963 CMR 2.16(5)	Estimated Budget	Scope Items Excluded from the Basis of Estimated Total Facilities Grant or Otherwise Ineligible	Basis of Estimated Total Facilities Grant ¹	Estimated Maximum Total Facilites Grant ¹
Division 9 - Finishes				
Division 10 - Specialties				
Division 11 - Equipment				
Division 12 - Furnishings				
Division 13 - Special Construction				
Division 14 - Conveying Systems				
Division 21 - Fire Suppression				
Division 22 - Plumbing				
Division 23 - HVAC	\$8,150			
Division 25 - Integrated Automation				
Division 26 - Electrical	\$2,500			
Division 27 - Communications				
Division 28 - Electronic Safety and Security				
Division 31 - Earthwork				
Division 32 - Exterior Improvements				
Division 33 - Utilities				
Construction Budget	\$1,333,530	\$0	\$1,333,530	\$1,066,824
Alternates				
			\$0	
			\$0	
			\$0	
Alternates Subtotal³	\$0	\$0	\$0	\$0
Miscellaneous Project Costs				
Utility company Fees			\$0	
Testing Services	\$11,000		\$11,000	
Swing Space/Modulars			\$0	
Other Project Costs (Mailing & Moving)			\$0	
Misc. Project Costs Subtotal	\$11,000	\$0	\$11,000	\$8,800
Furnishings and Equipment				
Furnishings			\$0	
Equipment			\$0	
Computer Equipment			\$0	
FF&E Subtotal	\$0	\$0	\$0	\$0
Soft Costs that exceed 20% of Const'n Cost				
Project Budget	\$1,504,882	\$0	\$1,504,882	\$1,203,906

Total Construction Contingency ²	\$133,353
Total Owner's Contingency ²	\$3,207
Potentially Eligible Construction Contingency ²	\$66,677
Potentially Eligible Owner's Contingency ²	\$3,207
Total Potentially Eligible Contingency ²	\$69,884
Reimbursement Rate	80.00%
Potential Additional Contingency Grant Funds ²	\$55,907
Maximum Total Facilities Grant	\$1,259,813
Total Project Budget	\$1,641,442

Contingency Cap Calculations	
Construction Budget	\$1,333,530
Eligible Constr Cont Cap @ 5%	\$66,677
Soft Cost Total	\$171,352
Eligible Soft Cost Cap @ 2%	\$3,427

Springfield
Margaret C. Ells Elementary School

11/13/2013

Total Project Budget: All costs associated with the project are subject to 963 CMR 2.16(5)	Estimated Budget	Scope Items Excluded from the Basis of Estimated Total Facilities Grant or Otherwise Ineligible	Basis of Estimated Total Facilities Grant ¹	Estimated Maximum Total Facilites Grant ¹
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This document was prepared by the MSBA based on a preliminary review of information and estimates provided by the City of Springfield for the Margaret C. Ells Elementary School project. Based on this preliminary review, certain budget, cost and scope items have been determined to be ineligible for reimbursement, however, this document does not contain a final, exhaustive list of all budget, cost and scope items which may be ineligible for reimbursement by the MSBA. Nor is it intended to be a final determination of which budget, cost and scope items may be eligible for reimbursement by the MSBA. All project budget, cost and scope items shall be subject to review and audit by the Authority, and the Authority shall determine, in its sole discretion whether any such budget, cost and scope items are eligible for reimbursement. The MSBA may determine that certain additional budget, cost and scope items are ineligible for reimbursement.

1. The estimated maximum facilities grant established for the Project Funding Agreement does not include any potentially eligible contingency funds and is subject to review and audit by the MSBA. At the time of PFA Bid Amendment, the Estimated Maximum Facilities Grant and the Maximum Total Facilities Grant will be adjusted to account for any budget revision requests submitted and approved by the MSBA at the time of establishing the Amendment.
2. Pursuant to Section 3.20 of the Project Funding Agreement and the applicable policies and guidelines of the Authority, any project costs associated with the reallocation or transfer of funds from either the Owner's contingency or the Construction contingency to other budget line items shall be subject to review by the Authority to determine whether any such costs are eligible for reimbursement by the Authority. All costs are subject to review and audit by the MSBA.
3. Alternates have not been included in the Construction Budget and therefore the Alternates Subtotal is not included in the Construction Budget and is not included in the Estimated Basis of Total Facilities Grant. The District will only consider the deduct alternates if the construction bids come in higher than the estimated Construction Budget shown in the Total Project Budget. These alternates will only be considered eligible expenses if they can be accommodated within the Total Project Budget and within the Estimated Total Maximum Facilities Grant. The District will only consider the add alternates if the construction bids come in lower than the estimated Construction Budget shown in the Total Project Budget. These alternates will only be considered eligible expenses if they can be accommodated within the Construction Budget and within the Estimated Total Maximum Facilities Grant.

Total Project Budget

Springfield
Springfield Public Day High School

11/13/2013

Total Project Budget: All costs associated with the project are subject to 963 CMR 2.16(5)	Estimated Budget	Scope Items Excluded from the Basis of Estimated Total Facilities Grant or Otherwise Ineligible	Basis of Estimated Total Facilities Grant ¹	Estimated Maximum Total Facilites Grant ¹						
Feasibility Study Agreement										
OPM Feasibility Study	\$3,000		\$3,000		ProRated 20% Exclusion					
A&E Feasibility Study	\$12,800		\$12,800		\$24,248 -Administration					
Env. & Site			\$0		\$11,377 -A/E Services					
Other			\$0		\$2,764 -Miscellaneous Proj Costs					
Feasibility Study Agreement Subtotal	\$15,800	\$0	\$15,800	\$12,640	Soft Cost Reimbursement					
Administration					Est'd Budget	Excluded	Eligible Soft Costs	Category	Sum of Three Soft Costs	
Legal Fees			\$0	\$0	\$109,658	\$0	\$109,658	-Administration		
Owner's Project Manager					\$51,450	\$0	\$51,450	-A/E Services		
Design Development			\$0		Ineligible therefore not included in calculation					
Construction Contract Documents	\$5,905		\$5,905		\$12,500	\$0	\$12,500	-Site Acquisition		
Bidding	\$1,180		\$1,180		\$0	\$0	\$0	-Miscellaneous Proj Costs		
Construction Contract Administration	\$95,440		\$95,440		Not included in this calculation					
Closeout	\$3,783		\$3,783		Owners Contingency					
Extra Services			\$0		\$173,608 Total Eligible Soft Costs					
Reimbursable & Other Services			\$0							
Cost Estimates			\$0		Construction Costs associated with Soft Cost Cap Calculation					
Advertising	\$350		\$350		Est'd Budget		Construction Costs	Category		
Permitting			\$0		\$0		\$0	-CM Preconstruction services		
Owner's Insurance			\$0		\$676,093		\$676,093	-Construction Cost		
Other Administrative Costs			\$0		Not included in this calculation					
Administration Subtotal	\$106,658	\$0	\$106,658	\$85,326	\$676,093 Total Construction Cost					
Architecture and Engineering					20% Soft Cost Allowance					
Basic Services					\$135,219 Reimbursable Soft Cost					
Design Development			\$0		\$38,389 Eligible minus Reimbursable					
Construction Contract Documents	\$11,200		\$11,200		-If Eligible minus Reimbursable is negative OK.					
Bidding	\$1,000		\$1,000		-If Eligible minus Reimbursable is positive enter value into Soft Costs that exceed 20% of Const'n Cost below in the Ineligible column.					
Construction Contract Administration	\$16,200		\$16,200							
Closeout	\$2,750		\$2,750							
Other Basic Services			\$0							
Basic Services Subtotal	\$31,150	\$0	\$31,150							
Reimbursable Services					Cosntruction Budget \$676,093					
Construction testing	\$4,000		\$4,000		OPM Services	Eligible Fees	Total % of Constr	OPM Fee @ 10.00%		
Printing (over minimum)	\$1,000		\$1,000		Basic Services	\$109,308	\$109,308	16.17%	\$67,609	
Other Reimbursable Costs			\$0		Extra Services	\$0	0.00%			
Hazardous Materials	\$2,500		\$2,500		Designer Services	Eligible Fees	Total % of Constr	Dsg'r Fee @ 15.00%		
Geotech & Geo-Env.			\$0		Basic Services	\$43,950	\$43,950	6.50%	\$101,414	
Site Survey			\$0		Extra Services	\$7,500	1.11%			
Wetlands			\$0							
Traffic Studies			\$0							
Architectural/Engineering Subtotal	\$38,650	\$0	\$38,650	\$30,920						
CM & Risk Preconstruction Services										
Pre-Construction Services			\$0	\$0						
Site Acquisition										
Land/Building Purchase			\$0							
Appraisal Fees			\$0							
Recording fees			\$0							
Site Acquisition Subtotal	\$0	\$0	\$0	\$0						
Construction Costs										
Construction Budget										
GMP Fee										
GMP Insurance										
GMP Contingency										
Division 1 - General Requirements	\$131,691									
Division 2 - Existing Conditions	\$56,750									
Division 3 - Concrete	\$7,500									
Division 4 - Masonry	\$16,400									
Division 5 - Metals	\$5,500									
Division 6 - Woods, Plastics and Composites										
Division 7 - Thermal and Moisture Protection	\$443,202									
Division 8 - Openings	\$3,500									

Total Project Budget

Springfield
Springfield Public Day High School

11/13/2013

Total Project Budget: All costs associated with the project are subject to 963 CMR 2.16(5)	Estimated Budget	Scope Items Excluded from the Basis of Estimated Total Facilities Grant or Otherwise Ineligible	Basis of Estimated Total Facilities Grant ¹	Estimated Maximum Total Facilites Grant ¹						
Division 9 - Finishes					Drains, gutters, & downspouts	\$5,850	22,500	\$0.26	\$7,265	\$0.32
Division 10 - Specialties					Fall protection	\$2,000	22,500	\$0.09	\$2,484	\$0.11
Division 11 - Equipment					Electrical/HVAC Disconnect	\$11,550	22,500	\$0.51	\$14,344	\$0.64
Division 12 - Furnishings					Exterior Doors	\$3,500	22,500	\$0.16	\$4,347	\$0.19
Division 13 - Special Construction										
Division 14 - Conveying Systems					Total Associated Costs	\$177,252	22,500	\$7.88	\$220,129	\$9.78
Division 21 - Fire Suppression										
Division 22 - Plumbing					Construction Budget Costs	\$544,402	22,500	\$24.20	\$676,093	\$30.05
Division 23 - HVAC	\$6,250									
Division 25 - Integrated Automation										
Division 26 - Electrical	\$5,300									
Division 27 - Communications										
Division 28 - Electronic Safety and Security										
Division 31 - Earthwork										
Division 32 - Exterior Improvements										
Division 33 - Utilities										
Construction Budget	\$676,093	\$0	\$676,093	\$540,874						
Alternates										
			\$0							
			\$0							
			\$0							
Alternates Subtotal ³	\$0	\$0	\$0	\$0						
Miscellaneous Project Costs										
Utility company Fees			\$0							
Testing Services	\$12,500		\$12,500							
Swing Space/Modulars			\$0							
Other Project Costs (Mailing & Moving)			\$0							
Misc. Project Costs Subtotal	\$12,500	\$0	\$12,500	\$10,000						
Furnishings and Equipment										
Furnishings			\$0							
Equipment			\$0							
Computer Equipment			\$0							
FF&E Subtotal	\$0	\$0	\$0	\$0						
Soft Costs that exceed 20% of Const'n Cost		\$38,389								
Project Budget	\$849,701	\$38,389	\$849,701	\$679,761						

Board Authorization	
Project Budget	\$849,701
Scope Items Excluded or Otherwise Ineligible	-\$38,389
Third Party Funding (Ineligible)	\$0
Basis of Estimated Total Facilities Grant ¹	\$811,312
Reimbursement Rate	80.00%
Estimated Maximum Total Facilities Grant ¹	\$649,050

Total Construction Contingency ²	\$67,609
Total Owner's Contingency ²	\$3,222
Potentially Eligible Construction Contingency ²	\$33,805
Potentially Eligible Owner's Contingency ²	\$3,222
Total Potentially Eligible Contingency ²	\$37,027
Reimbursement Rate	80.00%
Potential Additional Contingency Grant Funds ²	\$29,622
Maximum Total Facilities Grant	\$678,671
Total Project Budget	\$920,532

Contingency Cap Calculations	
Construction Budget	\$676,093
Eligible Constr Cont Cap @ 5%	\$33,805
Soft Cost Total	\$173,608
Eligible Soft Cost Cap @ 2%	\$3,472

Attachment: Public Day Schematic Design TPB MSBA Review 11 1 13 (2544 : Accelerated Repairs Bond Authorization - \$6,846,534.00)

Springfield
Springfield Public Day High School

11/13/2013

Total Project Budget: All costs associated with the project are subject to 963 CMR 2.16(5)	Estimated Budget	Scope Items Excluded from the Basis of Estimated Total Facilities Grant or Otherwise Ineligible	Basis of Estimated Total Facilities Grant ¹	Estimated Maximum Total Facilites Grant ¹
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This document was prepared by the MSBA based on a preliminary review of information and estimates provided by the City of Springfield for the Springfield Public Day High School project. Based on this preliminary review, certain budget, cost and scope items have been determined to be ineligible for reimbursement, however, this document does not contain a final, exhaustive list of all budget, cost and scope items which may be ineligible for reimbursement by the MSBA. Nor is it intended to be a final determination of which budget, cost and scope items may be eligible for reimbursement by the MSBA. All project budget, cost and scope items shall be subject to review and audit by the Authority, and the Authority shall determine, in its sole discretion whether any such budget, cost and scope items are eligible for reimbursement. The MSBA may determine that certain additional budget, cost and scope items are ineligible for reimbursement.

1. The estimated maximum facilities grant established for the Project Funding Agreement does not include any potentially eligible contingency funds and is subject to review and audit by the MSBA. At the time of PFA Bid Amendment, the Estimated Maximum Facilities Grant and the Maximum Total Facilities Grant will be adjusted to account for any budget revision requests submitted and approved by the MSBA at the time of establishing the Amendment.
2. Pursuant to Section 3.20 of the Project Funding Agreement and the applicable policies and guidelines of the Authority, any project costs associated with the reallocation or transfer of funds from either the Owner's contingency or the Construction contingency to other budget line items shall be subject to review by the Authority to determine whether any such costs are eligible for reimbursement by the Authority. All costs are subject to review and audit by the MSBA.
3. Alternates have not been included in the Construction Budget and therefore the Alternates Subtotal is not included in the Construction Budget and is not included in the Estimated Basis of Total Facilities Grant. The District will only consider the deduct alternates if the construction bids come in higher than the estimated Construction Budget shown in the Total Project Budget. These alternates will only be considered eligible expenses if they can be accommodated within the Total Project Budget and within the Estimated Total Maximum Facilities Grant. The District will only consider the add alternates if the construction bids come in lower than the estimated Construction Budget shown in the Total Project Budget. These alternates will only be considered eligible expenses if they can be accommodated within the Construction Budget and within the Estimated Total Maximum Facilities Grant.

Attachment: Public Day Schematic Design TPB MSBA Review 11 1 13 (2544 : Accelerated Repairs Bond Authorization - \$6,846,534.00)

Springfield
Springfield High School of Science and Technology

11/13/2013

Total Project Budget: All costs associated with the project are subject to 963 CMR 2.16(5)	Estimated Budget	Scope Items Excluded from the Basis of Estimated Total Facilities Grant or Otherwise Ineligible	Basis of Estimated Total Facilities Grant ¹	Estimated Maximum Total Facilites Grant ¹
Feasibility Study Agreement				
OPM Feasibility Study	\$6,000	\$214	\$5,786	
A&E Feasibility Study	\$31,700	\$1,132	\$30,568	
Env. & Site			\$0	
Other			\$0	
Feasibility Study Agreement Subtotal	\$37,700	\$1,346	\$36,354	\$29,083
Administration				
Legal Fees			\$0	\$0
Owner's Project Manager				
Design Development			\$0	
Construction Contract Documents	\$20,365	\$727	\$19,638	
Bidding	\$4,075	\$145	\$3,930	
Construction Contract Administration	\$164,870	\$5,886	\$158,984	
Closeout	\$13,035	\$465	\$12,570	
Extra Services			\$0	
Reimbursable & Other Services			\$0	
Cost Estimates			\$0	
Advertising	\$350	\$12	\$338	
Permitting			\$0	
Owner's Insurance			\$0	
Other Administrative Costs			\$0	
Administration Subtotal	\$202,695	\$7,235	\$195,460	\$156,368
Architecture and Engineering				
Basic Services				
Design Development			\$0	
Construction Contract Documents	\$27,600	\$985	\$26,615	
Bidding	\$2,600	\$93	\$2,507	
Construction Contract Administration	\$40,000	\$1,428	\$38,572	
Closeout	\$6,700	\$239	\$6,461	
Other Basic Services			\$0	
Basic Services Subtotal	\$76,900	\$2,745	\$74,155	
Reimbursable Services				
Construction testing	\$10,000	\$357	\$9,643	
Printing (over minimum)	\$2,000	\$71	\$1,929	
Other Reimbursable Costs			\$0	
Hazardous Materials	\$2,500	\$89	\$2,411	
Geotech & Geo-Env.			\$0	
Site Survey			\$0	
Wetlands			\$0	
Traffic Studies			\$0	
Architectural/Engineering Subtotal	\$91,400	\$3,262	\$88,138	\$70,510
CM & Risk Preconstruction Services				
Pre-Construction Services			\$0	\$0
Site Acquisition				
Land/Building Purchase			\$0	
Appraisal Fees			\$0	
Recording fees			\$0	
Site Acquisition Subtotal	\$0	\$0	\$0	\$0
Construction Costs				
Construction Budget				
GMP Fee				
GMP Insurance				
GMP Contingency				
Division 1 - General Requirements	\$535,896	\$19,131		
Division 2 - Existing Conditions	\$179,100	\$6,394		
Division 3 - Concrete				
Division 4 - Masonry	\$885,789	\$31,623		
Division 5 - Metals	\$75,450	\$2,694		
Division 6 - Woods, Plastics and Composites				
Division 7 - Thermal and Moisture Protection	\$1,170,311	\$41,780		
Division 8 - Openings				

ProRated 20% Exclusion

\$0 -Administration

\$0 -A/E Services

\$0 -Miscellaneous Proj Costs

\$351,292 Sum of Three Soft Costs

Eligible Soft Costs Category

\$201,246 -Administration

\$118,706 -A/E Services

Ineligible therefore not included in calculation -Site Acquisition

\$31,340 -Miscellaneous Proj Costs

\$0 FFE

Not included in this calculation Owners Contingency

\$351,292 Total Eligible Soft Costs

Construction Costs associated with Soft Cost Cap Calculation

Est'd Budget

Construction Costs Category

\$0 -CM Preconstruction services

\$2,856,796 -Construction Cost

Not included in this calculation -Construction Contingency

\$2,856,796 Total Construction Cost

20% Soft Cost Allowance

\$571,359 Reimbursable Soft Cost

Eligible minus Reimbursable

-\$220,067

-If Eligible minus Reimbursable is negative OK.

-If Eligible minus Reimbursable is positive enter value into Soft Costs that exceed 20% of Const'n Cost below in the Ineligible column.

Cosntruction Budget		\$2,856,796
OPM Services	Eligible Fees	Total % of Constr
Basic Services	\$208,345	\$200,908
Extra Services	\$0	0.00%
Designer Services	Eligible Fees	Total % of Constr
Basic Services	\$108,600	\$104,723
Extra Services	\$14,500	0.51%

Designer Cost Est		23.09%
Direct Scope	direct cost	square footage
Roof (PVC)	\$1,048,472	64,800
Parapet walls (PVC)	\$69,482	9,926
Total Direct Costs	\$1,117,954	74,726
3,811sf roof covers pool space - Attachment memo sent by Atlantic 10/31/2013		
Associated Scope	assoc cost	square footage
Demo (Roof)	\$130,100	64,800
Abatement	\$49,000	64,800
Deck Repair	\$2,500	64,800
Sheet metal & coping @ parapet wallss	\$47,357	2,500
Walkway pads	\$5,000	64,800
Electrical/HVAC Disconnect	\$10,250	64,800
Masonry restoration @ penthouse/lobby	\$48,345	64,800
Total Roof Associated Costs	\$292,552	64,800

direct cost/sf	markup cost	m/u cost/sf
\$16.18	\$1,290,564	\$19.92
\$7.00	\$85,525	\$8.62
\$7.00	\$1,376,090	\$18.42

assoc cost/sf	markup cost	m/u cost/sf
\$2.01	\$160,140	\$2.47
\$0.76	\$60,314	\$0.93
\$0.04	\$3,077	\$0.05
\$18.94	\$58,292	\$23.32
\$0.08	\$6,155	\$0.09
\$0.16	\$12,617	\$0.19
\$0.75	\$59,508	\$0.92
\$4.51	\$360,102	\$5.56

Total Project Budget

Springfield
Springfield High School of Science and Technology

11/13/2013

Total Project Budget: All costs associated with the project are subject to 963 CMR 2.16(5)	Estimated Budget	Scope Items Excluded from the Basis of Estimated Total Facilities Grant or Otherwise Ineligible	Basis of Estimated Total Facilities Grant ¹	Estimated Maximum Total Facilites Grant ¹						
Division 9 - Finishes					Masonry parapet reconstruction	\$837,444	1,459	\$573.98	\$1,030,810	\$706.52
Division 10 - Specialties					Angle supports for parapet reconstruction	\$72,950	1,459	\$50.00	\$89,794	\$61.55
Division 11 - Equipment					Total Parapet Associated Costs	\$910,394	1,459	\$623.98	\$1,120,604	\$768.06
Division 12 - Furnishings										
Division 13 - Special Construction					Total Associated Costs	\$1,202,946	64,800	\$18.56	\$1,480,706	\$22.85
Division 14 - Conveying Systems										
Division 21 - Fire Suppression					Construction Budget Costs	\$2,320,900	64,800	\$25.56	\$2,856,796	\$44.09
Division 22 - Plumbing										
Division 23 - HVAC	\$5,750	\$205								
Division 25 - Integrated Automation										
Division 26 - Electrical	\$4,500	\$161								
Division 27 - Communications										
Division 28 - Electronic Safety and Security										
Division 31 - Earthwork										
Division 32 - Exterior Improvements										
Division 33 - Utilities										
Construction Budget	\$2,856,796	\$101,988	\$2,754,808	\$2,203,846						
Alternates										
Alternates Subtotal ³	\$0	\$0	\$0	\$0						
Miscellaneous Project Costs										
Utility company Fees										
Testing Services	\$32,500	\$1,160	\$31,340							
Swing Space/Modulars										
Other Project Costs (Mailing & Moving)										
Misc. Project Costs Subtotal	\$32,500	\$1,160	\$31,340	\$25,072						
Furnishings and Equipment										
Furnishings										
Equipment										
Computer Equipment										
FF&E Subtotal	\$0	\$0	\$0	\$0						
Soft Costs that exceed 20% of Const'n Cost										
Project Budget	\$3,221,091	\$114,991	\$3,106,100	\$2,484,880						

Total Roof Area (sf) 64,800
Pool Roof Area (sf) 3,811
Percentage of Pool Area 5.88%
Total Non-Parapet Direct Costs \$1,410,506
Roof Costs Related to Pool \$82,954
Total Direct Costs \$2,320,900
Percentage of Pool Costs 3.57% 3.57% of all Project Budget costs are ineligible for reimbursement to reflect the cost of the roof replacement over the pool.

Board Authorization	
Project Budget	\$3,221,091
Scope Items Excluded or Otherwise Ineligible	-\$114,991
Third Party Funding (Ineligible)	\$0
Basis of Estimated Total Facilities Grant ¹	\$3,106,100
Reimbursement Rate	80.00%
Estimated Maximum Total Facilities Grant ¹	\$2,484,880

Total Construction Contingency ²	\$285,680
Total Owner's Contingency ²	\$6,636
Potentially Eligible Construction Contingency ²	\$142,840
Potentially Eligible Owner's Contingency ²	\$6,636
Total Potentially Eligible Contingency ²	\$149,476
Reimbursement Rate	80.00%
Potential Additional Contingency Grant Funds ²	\$119,581
Maximum Total Facilities Grant	\$2,604,461
Total Project Budget	\$3,513,407

Contingency Cap Calculations	
Construction Budget	\$2,856,796
Eligible Constr Cont Cap @ 5%	\$142,840
Soft Cost Total	\$364,295
Eligible Soft Cost Cap @ 2%	\$7,286

Attachment: Science Tech HS Schematic Design TPB MSBA - Review 11 1 13 (2544 : Accelerated Repairs Bond Authorization - \$6,846,534.00)

Springfield
Springfield High School of Science and Technology

11/13/2013

Total Project Budget: All costs associated with the project are subject to 963 CMR 2.16(5)	Estimated Budget	Scope Items Excluded from the Basis of Estimated Total Facilities Grant or Otherwise Ineligible	Basis of Estimated Total Facilities Grant ¹	Estimated Maximum Total Facilites Grant ¹
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This document was prepared by the MSBA based on a preliminary review of information and estimates provided by the OPM of the City of Springfield for the Springfield High School of Science and Technology project. Based on this preliminary review, certain budget, cost and scope items have been determined to be ineligible for reimbursement, however, this document does not contain a final, exhaustive list of all budget, cost and scope items which may be ineligible for reimbursement by the MSBA. Nor is it intended to be a final determination of which budget, cost and scope items may be eligible for reimbursement by the MSBA. All project budget, cost and scope items shall be subject to review and audit by the Authority, and the Authority shall determine, in its sole discretion whether any such budget, cost and scope items are eligible for reimbursement. The MSBA may determine that certain additional budget, cost and scope items are ineligible for reimbursement.

1. The estimated maximum facilities grant established for the Project Funding Agreement does not include any potentially eligible contingency funds and is subject to review and audit by the MSBA. At the time of PFA Bid Amendment, the Estimated Maximum Facilities Grant and the Maximum Total Facilities Grant will be adjusted to account for any budget revision requests submitted and approved by the MSBA at the time of establishing the Amendment.
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3. Alternates have not been included in the Construction Budget and therefore the Alternates Subtotal is not included in the Construction Budget and is not included in the Estimated Basis of Total Facilities Grant. The District will only consider the deduct alternates if the construction bids come in higher than the estimated Construction Budget shown in the Total Project Budget. These alternates will only be considered eligible expenses if they can be accommodated within the Total Project Budget and within the Estimated Total Maximum Facilities Grant. The District will only consider the add alternates if the construction bids come in lower than the estimated Construction Budget shown in the Total Project Budget. These alternates will only be considered eligible expenses if they can be accommodated within the Construction Budget and within the Estimated Total Maximum Facilities Grant.

Attachment: Science Tech HS Schematic Design TPB MSBA - Review 11 1 13 (2544 : Accelerated Repairs Bond Authorization - \$6,846,534.00)

Total Project Budget

Springfield
South End Middle School

11/13/2013

Total Project Budget: All costs associated with the project are subject to 963 CMR 2.16(5)	Estimated Budget	Scope Items Excluded from the Basis of Estimated Total Facilities Grant or Otherwise Ineligible	Basis of Estimated Total Facilities Grant ¹	Estimated Maximum Total Facilites Grant ¹
Feasibility Study Agreement				
OPM Feasibility Study	\$3,000		\$3,000	
A&E Feasibility Study	\$12,800		\$12,800	
Env. & Site			\$0	
Other			\$0	
Feasibility Study Agreement Subtotal	\$15,800	\$0	\$15,800	\$12,640
Administration				
Legal Fees			\$0	\$0
Owner's Project Manager				
Design Development			\$0	
Construction Contract Documents	\$4,350		\$4,350	
Bidding	\$868		\$868	
Construction Contract Administration	\$60,250		\$60,250	
Closeout	\$2,777		\$2,777	
Extra Services			\$0	
Reimbursable & Other Services			\$0	
Cost Estimates			\$0	
Advertising	\$350		\$350	
Permitting			\$0	
Owner's Insurance			\$0	
Other Administrative Costs			\$0	
Administration Subtotal	\$68,595	\$0	\$68,595	\$54,876
Architecture and Engineering				
Basic Services				
Design Development			\$0	
Construction Contract Documents	\$11,200		\$11,200	
Bidding	\$1,000		\$1,000	
Construction Contract Administration	\$16,200		\$16,200	
Closeout	\$2,750		\$2,750	
Other Basic Services			\$0	
Basic Services Subtotal	\$31,150	\$0	\$31,150	
Reimbursable Services				
Construction testing	\$8,000		\$8,000	
Printing (over minimum)	\$1,000		\$1,000	
Other Reimbursable Costs			\$0	
Hazardous Materials	\$2,500		\$2,500	
Geotech & Geo-Env.			\$0	
Site Survey			\$0	
Wetlands			\$0	
Traffic Studies			\$0	
Architectural/Engineering Subtotal	\$42,650	\$0	\$42,650	\$34,120
CM & Risk Preconstruction Services				
Pre-Construction Services			\$0	\$0
Site Acquisition				
Land/Building Purchase			\$0	
Appraisal Fees			\$0	
Recording fees			\$0	
Site Acquisition Subtotal	\$0	\$0	\$0	\$0
Construction Costs				
Construction Budget				
GMP Fee				
GMP Insurance				
GMP Contingency				
Division 1 - General Requirements	\$109,887			
Division 2 - Existing Conditions	\$76,500			
Division 3 - Concrete				
Division 4 - Masonry	\$43,470			
Division 5 - Metals	\$5,000			
Division 6 - Woods, Plastics and Composites				
Division 7 - Thermal and Moisture Protection	\$310,645			
Division 8 - Openings	\$4,000			

ProRated 20% Exclusion

\$17,030 -Administration

\$13,190 -A/E Services

\$4,995 -Miscellaneous Proj Costs

\$148,045 Sum of Three Soft Costs

Eligible Soft Costs Category

\$71,595 -Administration

\$55,450 -A/E Services

Ineligible therefore not included in calculation -Site Acquisition

\$21,000 -Miscellaneous Proj Costs

\$0 FFE

Not included in this calculation Owners Contingency

\$148,045 Total Eligible Soft Costs

Construction Costs associated with Soft Cost Cap Calculation

Est'd Budget Construction Costs Category

\$0 -CM Preconstruction services

\$564,152 -Construction Cost

Not included in this calculation -Construction Contingency

\$564,152 Total Construction Cost

20% Soft Cost Allowance

\$112,830 Reimbursable Soft Cost

\$35,215 Eligible minus Reimbursable

-If Eligible minus Reimbursable is negative OK.

-If Eligible minus Reimbursable is positive enter value into Soft Costs that exceed 20% of Const'n Cost below in the Ineligible column.

Cosntruction Budget		\$564,152
OPM Services	Eligible Fees	Total % of Constr
Basic Services	\$71,245	\$71,245 12.63%
Extra Services	\$0	0.00%
OPM Fee @ 10.00%		
\$56,415		
Designer Services	Eligible Fees	Total % of Constr
Basic Services	\$43,950	\$43,950 7.79%
Extra Services	\$11,500	2.04%
Dsg'r Fee @ 15.00%		
\$84,623		

Designer Cost Est		24.19%
Direct Scope	direct cost	square footage
Roof (PVC)	\$203,400	12,400
Parapet walls (PVC)	\$19,215	2,745
Total Direct Costs	\$222,615	15,145
Associated Scope	assoc cost	square footage
Demo	\$500	12,400
Abatement	\$76,000	12,400
Steel supports for RTUs	\$5,000	12,400
Sheet metal wall panels and coping	\$79,330	12,400
Walkway pads	\$2,500	12,400
Fall protection	\$5,000	12,400
Masonry restoration	\$43,470	12,400
Drains, gutters, & downspouts	\$1,200	12,400
Electrical/HVAC Disconnect	\$14,650	12,400

Total Project Budget

Springfield
South End Middle School

11/13/2013

Total Project Budget: All costs associated with the project are subject to 963 CMR 2.16(5)	Estimated Budget	Scope Items Excluded from the Basis of Estimated Total Facilities Grant or Otherwise Ineligible	Basis of Estimated Total Facilities Grant ¹	Estimated Maximum Total Facilites Grant ¹						
Division 9 - Finishes					Exterior Doors	\$4,000	12,400	\$0.32	\$4,968	\$0.40
Division 10 - Specialties										
Division 11 - Equipment					Total Associated Costs	\$231,650	12,400	\$18.68	\$287,686	\$23.20
Division 12 - Furnishings										
Division 13 - Special Construction					Construction Budget Costs	\$454,265	12,400	\$42.08	\$564,152	\$45.50
Division 14 - Conveying Systems										
Division 21 - Fire Suppression										
Division 22 - Plumbing										
Division 23 - HVAC	\$5,250									
Division 25 - Integrated Automation										
Division 26 - Electrical	\$9,400									
Division 27 - Communications										
Division 28 - Electronic Safety and Security										
Division 31 - Earthwork										
Division 32 - Exterior Improvements										
Division 33 - Utilities										
Construction Budget	\$564,152	\$0	\$564,152	\$451,322						
Alternates										
			\$0							
			\$0							
			\$0							
Alternates Subtotal ³	\$0	\$0	\$0	\$0						
Miscellaneous Project Costs										
Utility company Fees			\$0							
Testing Services	\$21,000		\$21,000							
Swing Space/Modulars			\$0							
Other Project Costs (Mailing & Moving)			\$0							
Misc. Project Costs Subtotal	\$21,000	\$0	\$21,000	\$16,800						
Furnishings and Equipment										
Furnishings			\$0							
Equipment			\$0							
Computer Equipment			\$0							
FF&E Subtotal	\$0	\$0	\$0	\$0						
Soft Costs that exceed 20% of Const'n Cost		\$35,215								
Project Budget	\$712,197	\$35,215	\$712,197	\$569,758						

Board Authorization	
Project Budget	\$712,197
Scope Items Excluded or Otherwise Ineligible	-\$35,215
Third Party Funding (Ineligible)	\$0
Basis of Estimated Total Facilities Grant ¹	\$676,982
Reimbursement Rate	80.00%
Estimated Maximum Total Facilities Grant ¹	\$541,586

Total Construction Contingency ²	\$56,415
Total Owner's Contingency ²	\$2,541
Potentially Eligible Construction Contingency ²	\$28,208
Potentially Eligible Owner's Contingency ²	\$2,541
Total Potentially Eligible Contingency ²	\$30,749
Reimbursement Rate	80.00%
Potential Additional Contingency Grant Funds ²	\$24,599
Maximum Total Facilities Grant	\$566,185
Total Project Budget	\$771,153

Contingency Cap Calculations	
Construction Budget	\$564,152
Eligible Constr Cont Cap @ 5%	\$28,208
Soft Cost Total	\$148,045
Eligible Soft Cost Cap @ 2%	\$2,961

Attachment: South End MS Schematic Design TPB MSBA - Review 11 1 13 (2544 - Accelerated Repairs Bond Authorization - \$6,846,534.00)

Springfield
South End Middle School

11/13/2013

Total Project Budget: All costs associated with the project are subject to 963 CMR 2.16(5)	Estimated Budget	Scope Items Excluded from the Basis of Estimated Total Facilities Grant or Otherwise Ineligible	Basis of Estimated Total Facilities Grant ¹	Estimated Maximum Total Facilites Grant ¹
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This document was prepared by the MSBA based on a preliminary review of information and estimates provided by the City of Springfield for the South End Middle School project. Based on this preliminary review, certain budget, cost and scope items have been determined to be ineligible for reimbursement, however, this document does not contain a final, exhaustive list of all budget, cost and scope items which may be ineligible for reimbursement by the MSBA. Nor is it intended to be a final determination of which budget, cost and scope items may be eligible for reimbursement by the MSBA. All project budget, cost and scope items shall be subject to review and audit by the Authority, and the Authority shall determine, in its sole discretion whether any such budget, cost and scope items are eligible for reimbursement. The MSBA may determine that certain additional budget, cost and scope items are ineligible for reimbursement.

1. The estimated maximum facilities grant established for the Project Funding Agreement does not include any potentially eligible contingency funds and is subject to review and audit by the MSBA. At the time of PFA Bid Amendment, the Estimated Maximum Facilities Grant and the Maximum Total Facilities Grant will be adjusted to account for any budget revision requests submitted and approved by the MSBA at the time of establishing the Amendment.
2. Pursuant to Section 3.20 of the Project Funding Agreement and the applicable policies and guidelines of the Authority, any project costs associated with the reallocation or transfer of funds from either the Owner's contingency or the Construction contingency to other budget line items shall be subject to review by the Authority to determine whether any such costs are eligible for reimbursement by the Authority. All costs are subject to review and audit by the MSBA.
3. Alternates have not been included in the Construction Budget and therefore the Alternates Subtotal is not included in the Construction Budget and is not included in the Estimated Basis of Total Facilities Grant. The District will only consider the deduct alternates if the construction bids come in higher than the estimated Construction Budget shown in the Total Project Budget. These alternates will only be considered eligible expenses if they can be accommodated within the Total Project Budget and within the Estimated Total Maximum Facilities Grant. The District will only consider the add alternates if the construction bids come in lower than the estimated Construction Budget shown in the Total Project Budget. These alternates will only be considered eligible expenses if they can be accommodated within the Construction Budget and within the Estimated Total Maximum Facilities Grant.

Attachment: South End MS Schematic Design TPB MSBA - Review 11 1 13 (2544 : Accelerated Repairs Bond Authorization - \$6,846,534.00)



City of Springfield

ADOPTED

Meeting: 03/03/14 07:00 PM
Initiator: Ronald Molina-Brantley
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2543 B

6.22

Central High Bond Authorization \$32,082,901 (Mayor Sarno)

WHEREAS, the City has been awarded a grant from the Massachusetts School Building Authority (MSBA) Science Laboratory Initiative. This innovative, competitive grant program represents a unique opportunity for the City to invest in an otherwise-sound high school by focusing capital spending on prototype designs for science labs; and

WHEREAS, the City intends to renovate the existing science labs within Central High School and add 12 labs in a separate new addition to the school. A new roof and a sprinkler system are also included in the project scope; and

WHEREAS, the MSBA Grant Program requires the City to appropriate the full cost of the project, which is Thirty-Two Million Eighty-One Thousand Nine Hundred One Dollars (\$32,082,901.00). The City acknowledges that the MSBA's grant program is a non-entitlement, discretionary program based on need, as determined by the MSBA, and any project costs the City incurs in excess of any grant approved by and received from the MSBA shall be the sole responsibility of the City, and that any grant that the District may receive from the MSBA shall not exceed the lesser of (1) eighty percent (80%) of eligible, approved Project costs, as determined by the MSBA, or (2) the total maximum grant amount determined by the MSBA on account of the Project, and that the amount of borrowing authorized pursuant to this vote shall be reduced by any grant amount set forth in the Project Funding Agreement that may be executed between the District and the MSBA ; 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 appropriation, 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 appropriates the amount of Thirty-Two Million Eighty-One Thousand Nine Hundred One Dollars (\$32,081,901.00) to pay costs of constructing a new science wing at Central High School, located at 1840 Roosevelt Avenue in Springfield, including the payment of all costs incidental or related thereto (collectively, the "Project"), which proposed addition shall have an anticipated useful life as an educational facility for the instruction of children for at least 50 years, and for which the City may be eligible for a grant from the Massachusetts School Building Authority ("MSBA"), said amount to be expended under the direction of the School Building Commission. To meet this appropriation, the Treasurer, with the approval of the Mayor, is authorized to borrow said sum of money, pursuant to M.G.L. Chapter 44, or pursuant to any other

enabling authority. The City acknowledges that the MSBA's grant program is a non-entitlement, discretionary program based on need, as determined by the MSBA, and any project costs the City incurs in excess of any grant approved by and received from the MSBA shall be the sole responsibility of the City, and that any grant that the District may receive from the MSBA shall not exceed the lesser of (1) eighty percent (80%) of eligible, approved Project costs, as determined by the MSBA, or (2) the total maximum grant amount determined by the MSBA on account of the Project, and that the amount of borrowing authorized pursuant to this vote shall be reduced by any grant amount set forth in the Project Funding Agreement that may be executed between the District and the MSBA.

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

RESULT:	ADOPTED [11 TO 0]
MOVER:	Timothy C. Allen, Ward 7 Councilor
SECONDER:	Kenneth E. Shea, Ward 6 Councilor
AYES:	Luna, Concepcion, Shea, Edwards, Williams, Ramos, Rooke, Allen, Hurst, Ashe, Fenton
ABSENT:	E. Henry Twiggs, Kateri B. Walsh



City of Springfield

ADOPTED

Meeting: 03/03/14 07:00 PM

Initiator: Kathy Breck

Sponsors: Mayor Domenic J. Sarno

DOC ID: 2516 B

6.23

Appropriation Order for Mount Carmel School Eminent Domain Taking, \$2,643,373.00 (Mayor Sarno)

WHEREAS, the School Department has requested that the Springfield City Council approve the eminent domain taking of the former Our Lady of Mt. Carmel school from the Roman Catholic Bishop of Springfield, for use for educational purposes; and

WHEREAS, the City has been leasing the property since 2010, and the lease contains a requirement that the City acquire the property, including the real estate, personal property (including classroom furniture) and equipment, for a sum to be calculated by a formula based on an agreed upon purchase price of \$2,700,000.00, adjusted by a rent credit; and

WHEREAS, the acquisition is needed to comply with the terms of the Lease/Purchase Agreement entered into by the City on August 1, 2010 ("Agreement"), a copy of which is attached hereto as Exhibit A, and the property is needed by the School Department for educational purposes; and

WHEREAS, assuming a March 10, 2014 acquisition date, the price per the Agreement would be \$2,643,373.00, due to the additional month of rent paid; and

WHEREAS, the City intends to use \$2,600,000.00 in CDBG Disaster Recovery funds, and \$43,373.00 in City funds, to pay the eminent domain taking damages, which includes payment for the fair market value of the property (\$2,600,000.00), and the personal property, classroom furniture, and equipment at the premises (\$43,373.00);

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 Two Million Six Hundred Forty-Three Thousand Three Hundred Seventy-Three and 00/100 Dollars (**\$2,643,373.00**) for the anticipated eminent domain taking of the former Our Lady of Mt. Carmel School, for educational purposes, as well as the personal property and equipment contained therein, to be paid from the following accounts:

**Account # 26401815 - \$2,600,000.00
CDBG Disaster Recovery Account**

Account #3416-10-133-0000-0000-0010-000000-00000000-580200-MCPUR- \$43,373.00

RESULT:	ADOPTED [11 TO 0]
MOVER:	Timothy C. Allen, Ward 7 Councilor
SECONDER:	Bud L. Williams, At-Large Councilor
AYES:	Luna, Concepcion, Shea, Edwards, Williams, Ramos, Rooke, Allen, Hurst, Ashe, Fenton
ABSENT:	E. Henry Twiggs, Kateri B. Walsh

in its name and behalf by its hereunder duly authorized officers this 6th day of April, A. D. 1943.

J. B. Richardson Jr.
by both

Union Trust Company of Springfield,
Massachusetts (Corporate Seal)
By: William H. Haskins, Treasurer
By: Benjamin L. Bragg,
First Assistant Trust Officer

The Commonwealth of Massachusetts Hampden, ss. April 6, 1943. William H. Haskins Treasurer, and Benjamin L. Bragg, First Assistant Trust Officer, acknowledged the foregoing instrument to be the free act and deed of Union Trust Company of Springfield, Massachusetts, by personally appearing before me,

J. Bushnell Richardson Jr. Notary Public--My commission expires Feb. 5, 1948.

Rec'd April 7, 1943 at 2H. 17M. P.M. and Reg'd from the original.

Doc. 3525
R.H. Stevens

to

Roman Catholic
Bishop of Spd.

Stamps \$3.85
& c'd

Know all Men by these Presents That, I, Ralph H. Stevens (married) of Springfield, Hampden County, Massachusetts, for consideration paid, grant to Roman Catholic Bishop of Springfield, a Corporation sole, duly established under the laws of the Commonwealth of Massachusetts, located in said Springfield, with WARRANTY COVENANTS A certain parcel of real estate situated in SPRINGFIELD, in said County on the Northerly Side of Margaret Street, bounded and described as follows: Beginning at an iron pin in the Northerly line of said Margaret Street, situated seventy-five and 64/100 (75.64) feet westerly from a stone bound at the intersection of said Northerly line of Margaret Street with the Westerly line of Main Street in said Springfield; running thence Northerly at an angle of ninety (90) degrees with said Northerly line of Margaret Street a distance of one hundred seventeen and 27/100 (117.27) feet to an iron pin in the Southerly line of Geraldine Court; running thence Westerly along said Southerly line of Geraldine Court and land owned by the Roman Catholic Bishop of Springfield fifty-eight and 23/100 (58.23) feet to a point; running thence Southerly two and 31/100 (2.31) feet to an iron pin; running thence further Southerly along said land of Roman Catholic Bishop of Springfield one hundred twenty and 12/100 (120.12) feet to an iron pin in the Northerly line of said Margaret Street; running thence Easterly along said Northerly line of Margaret Street fifty-eight (58) feet to an iron pin and the place of beginning. Subject to a possible claim or easement in a small triangular piece of said real estate as described at the Northwest corner of same where an existing fence and the true property line do not coincide. Being the premises conveyed to me by deed of Emily Clegg, dated March 18, 1943 and recorded in Hampden County Registry of Deeds Doc. 2806 of 1943. And I, Alice J. Stevens wife of said grantor, release to said grantee all rights of dower and homestead and other interests therein.

Witness our hands and seals this 31 day of March 1943.

Gladys E. Locke) Ralph H. Stevens & Seal
by both) Alice J. Stevens & Seal

The Commonwealth of Massachusetts Hampden, ss. Springfield, March 31, 1943. Then personally appeared the above named Ralph H. Stevens and acknowledged the foregoing instrument to be his free act and deed, before me,

Gladys E. Locke Notary Public--My commission expires Feb. 17th 1950.

Rec'd April 7, 1943 at 2H. 17M. P.M. and Reg'd from the original.

Doc. 3526
Ware Sav. Bank

The Ware Savings Bank, holder of a mortgage from Arthur P. Penno to Ware Savings Bank recorded with Hampden County Registry of Deeds Book 1735 Page 532, acknowledges satisfaction of the same.

In Witness Whereof, the said Ware Savings Bank has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by Leonard B. Campbell, its Treasurer, this Fifth day of April A.D. 1943.

Signed and sealed in presence of) Ware Savings Bank (Corporate Seal)
John H. Conkey) by Leonard B. Campbell, Treasurer

Commonwealth of Massachusetts Hampshire, ss. April 5, 1943. Then personally appeared Leonard B. Campbell, Treasurer and acknowledged the foregoing instrument to be the free act and deed of the Ware Savings Bank, Before me,
John H. Conkey Notary Public (Notarial Seal) My commission expires November 27, 1948

Rec'd Apr. 7, 1943 at 3H. 05M. P.M. and Reg'd from the original.

We hereby certify that on the twenty-first day of December in the year one thousand nine hundred twenty three we were present and saw Walenty Szklany of Lawrence, acting in behalf of himself and Aniela Szklany, of Lawrence, the mortgagees named in a certain mortgage given by Stanley Bielanski, of Chicopee, to Walenty Szklany and Aniela Szklany, of Lawrence, Massachusetts dated January 23rd A.D. 1923, and recorded in the Hampden County Registry of Deeds, Book 1163, Page 320 make an open, peaceable and unopposed entry on the premises described in said mortgage, for the purpose, by him declared, of foreclosing said mortgage for breach of conditions thereof.

John C. Wisniewski
Henry Braczkowski

Commonwealth of Massachusetts

Hampden ss. December 21st 1923. Then personally appeared the above named John C. Wisniewski and Henry Braczkowski, and made oath that the above certificate by them subscribed is true, before me Alford H. Tavernier, Justice of Peace. My commission expires March 10 1927

Rec'd Dec. 22, 1923 and Reg'd from the original

*

Know all Men by these Presents That I, Joseph Francis Hope, of Springfield, Hampden County, in the Commonwealth of Massachusetts Executor of the last will of Catherine Mary Hope late of Springfield in the county of Hampden and Commonwealth aforesaid, deceased, which will was duly proved and allowed by the Probate Court for said County on November 7, 1923 do by virtue and in execution of the power to me given in and by said will, and of every other power and authority me hereto enabling, and in consideration of the sum of Nineteen Thousand Dollars ^{to} me paid by The Roman Catholic Bishop of Springfield, a corporation sole by Chapter 368 of the Acts of 1898 of the Legislature of Massachusetts the receipt whereof is hereby acknowledged, hereby grant, bargain, sell and convey unto the said The Roman Catholic Bishop of Springfield

Catherine M. F. Est.
to
Roman Catholic Bishop of Springfield
Stamps \$19.00

Certain real estate situated in said Springfield, bounded and described as follows:

Bounded Northerly by land now or formerly of J. H. Webber and land now or formerly of P. D. Winter about one hundred sixteen and 25/100 (116.25) feet; Easterly by land now or formerly of George Nye; Southerly by Margaret Street, about one hundred sixteen and 25/100 (116.25) feet; and Westerly by land now or formerly of D. DeF. Douglas.

To Have and to Hold the above-granted premises, with all the privileges and appurtenances thereto belonging, to the said The Roman Catholic Bishop of Springfield and his successors and assigns, to their own use and behoof forever.

In Witness Whereof I the said Joseph Francis Hope hereunto set my hand and seal this sixth day of December in the year one thousand nine hundred twenty-three.

Signed and sealed in presence of)
George D. Cummings) Joseph Francis Hope & Seal
Commonwealth of Massachusetts

Hampden ss. December 6th 1923. Then personally appeared the above named Joseph Francis Hope and acknowledged the foregoing instrument to be his free act and deed, before me, George D. Cummings, Justice of the Peace. My commission expires March 9th, 1928

Rec'd Dec. 22, 1923 and Reg'd from the original

Attachment: Exhibit a to Appropriation Order, Lease/Purchase Agreement for Mount Carmel School (2516 : Appropriation Order for Mount

The Commonwealth of Massachusetts Hampden ss. January 2nd, 1929. Then personally appeared the above-named Sara Cartmill and acknowledged the foregoing instrument to be her free act and deed, before me

Thomas H. Kirkland Notary Public--My commission expires Feb. 13, 1931.

Rec'd April 22, 1929 and Reg'd from the original

Doc. 6780
Joel Soderman &c

to

Joseph A. Cormier
&c

We, Joel Soderman and Emma F. Soderman, husband and wife, both of Springfield, Hampden County, Massachusetts, for consideration paid, grant to Joseph A. Cormier and Aurelia Cormier, husband and wife, as tenants by the entireties, both of 112 Eddy Street in said Springfield, with WARRANTY COVENANTS Certain real estate situated in said Springfield, and known and designated as the southwesterly fifty-two (52) feet of lots #18 (eighteen) and #19 (nineteen) on a plan of lots recorded in Hampden County Registry of Deeds, Book 519, Page 602, said real estate being more particularly bounded and described as follows: Bounded Southeasterly by Littleton Street, fifty-two (52) feet; Southwesterly by lots #20 (twenty) and #21 (twenty-one) on said plan, one hundred (100) feet; Northwesterly by lot #17 (seventeen) on said plan fifty-two (52) feet; Northeasterly by the remaining portions of lots #18 (eighteen) and #19 (nineteen) on said plan one hundred (100) feet. Subject to a mortgage of \$2500. to the Springfield Institution for Savings and a mortgage the principal sum of which was originally \$2500. to John A. Lakeman, now held by George R. Yerrall, Jr. and Russell C. Sayre, the conditions and stipulations of which mortgages the grantees agree to perform. Subject to taxes for the current municipal year and municipal assessments which the grantees agree to pay. The above described premises were conveyed to us by John A. Lakeman by deed dated August 1, 1925 and recorded in Hampden County Registry of Deeds in Book 1288, Page 210, and are known as number 158 Littleton Street. We, Joel Soderman and Emma F. Soderman, husband and wife as aforesaid, release to said grantees all rights of tenancy by the curtesy, dower and homestead and other interest therein.

Witness our hands and seals this eighteenth day of April 1929.

Signed in the presence of
William W. Yerrall to J.S. &
E.F.S.

} Joel Soderman
Emma F. Soderman

&Seal
&Seal

The Commonwealth of Massachusetts County of Hampden ss. Springfield, April 18, 1929. Then personally appeared the above-named Joel Soderman and acknowledged the foregoing instrument to be his free act and deed, before me
William W. Yerrall Notary Public--My commission expires October 24, 1935.

Rec'd April 22, 1929 and Reg'd from the original

Doc. 6783
Jennie G. Douglass

to

Roman Catholic Bishop
hop Spd.

Know all Men by these Presents that I, Jennie Grace Douglass of Springfield, Hampden County, Massachusetts, being unmarried, for consideration paid, grant to The Roman Catholic Bishop of Springfield, a corporation sole by Chapter 368 of the Acts of 1898 of the Legislature of Massachusetts, with WARRANTY COVENANTS. Certain real estate situated on the northerly side of Margaret Street, Springfield, Hampden County, Massachusetts, and bounded and described as follows: Beginning on the north side of said street, two hundred fifty (250) feet from the corner of Main and Margaret Streets, and thence running Northerly at right angles with Margaret Street, about one hundred five (105) feet to the southeasterly corner of land now or formerly of George Whitney;

BK 1428

thence Westerly by said land now or formerly of said Whitney, sixty and 8/12 (60.8/12) feet; thence Southerly about one hundred five (105) feet to Margaret Street; and thence Easterly by said Street, sixty and 8/12 (60.8/12) feet to the place of beginning. Subject to Taxes assessed April 1, 1929 which the grantee herein assumes and agrees to pay. My title to said premises was derived by descent from D. DeForest Douglass (see probate case #25126). Being the premises known as #28/30 Margaret Street.

Witness my hand and seal this 20th day of April 1929.

Signed and Sealed in presence of } Jennie Grace Douglass & Seal
M. E. Ganley

Commonwealth of Massachusetts Hampden ss. April 20, 1929. Then personally appeared the above named Jennie Grace Douglass and acknowledged the foregoing instrument to be her free act and deed, before me

Margaret E. Ganley Notary Public--My commission expires Feb. 3, 1933.

Rec'd April 22, 1929 and Reg'd from the original

Palmyra Realty Company, a corporation duly established under the laws of Massachusetts and having its usual place of business at Springfield, Hampden County, Massachusetts, for consideration paid, grant to Ariego Sorcinelli (married, wife Zaira Sorcinelli) and Augusto Del Mastro (married, wife Enrica Del Mastro) both of Ludlow in said Hampden County, as tenants in-common with WARRANTY COVENANTS the land in said Springfield, designated as lot number 54 on a revised plan of a section of Palmyra Terrace, which plan is recorded in the Hampden County Registry of Deeds, Book of Plans 7, Page 34, Said lot number 54 is bounded: Easterly by Wayne Street, as shown on said plan, fifty-seven (57) feet; Northerly by lot number 55, as shown on said plan, one hundred (100) feet. Westerly by land supposedly now or formerly of the New York New Haven, and Hartford Railroad Company, fifty-seven (57) feet; and Southerly by lot number 53, as shown on said plan one hundred (100) feet. The above described premises are subject to 1. The following restrictions hereby imposed for the benefit of the remaining land on said plan, but without the burden thereof upon the remaining land of the Palmyra Realty Company on Palmyra Terrace. A. No building shall be erected thereon except a one family dwelling house costing not less than \$6000. and one garage designed for not more than two cars and the dwelling shall have more than one story. B. There shall be no front foundation wall within 22 feet of Wayne Street, but this shall not prevent piazzas, steps, porticoes or bay windows from being within said distance of 22 feet and the front of the house shall face on Wayne Street. C. There shall be no flat roofed building of any kind thereon and no building of any kind erected elsewhere shall be moved thereon and the foundation shall be brick above the grade. D. The grantees for themselves, their heirs, administrators, executors and assigns, agree that they will not erect a house on said lot number 54 except in accordance with plans which have been approved by either the president or treasurer of the grantor. 2. Taxes for the current municipal year which the grantees agree to pay. 3. Sewer rights in Wayne Street granted to the City of Springfield as set forth in instrument dated May 1, 1925 and recorded in Hampden County Registry of Deeds, Book 1257, Page 580. 4. Any and all municipal assessments or betterment assessments of any kind if any. The grantees agree to pay the sewer entrance fee for said lot

Doc. 6804
Palmyra Realty Co.
to
Ariego Sorcinelli
&c



Attachment: Exhibit a to Appropriation Order, Lease/Purchase Agreement for Mount Carmel School (2516 : Appropriation Order for Mount

or affect the original liability of the Mortgagor herein, either in whole or in part. This mortgage is upon the Statutory Condition, and upon the further ^{express} condition that all covenants and agreements on the part of the Mortgagor herein contained shall be kept and fully performed and for any breach of any of the aforementioned conditions the holder hereof shall have the Statutory Power of Sale. The word "Mortgagor" shall, if more than one person executes this mortgage, include all such persons executing this mortgage (excluding witnesses) and the covenants and agreements herein contained shall be binding upon them jointly and severally, and shall bind the heirs, executors, administrators, successors, grantees and assigns of such person or persons, subject to the limitations of law and of this instrument, and if the context requires, the word "Mortgagor" and "Mortgagee" and the pronouns referring to them shall be construed as plural, neuter and feminine. And for the said consideration, I, William E. Sickler husband of said Emmy K. Sickler, hereby release unto the Mortgagee all rights of dower, curtesy and homestead and all other interests in the mortgaged premises.

Witness our hand(s) and seal(s) this tenth day of December, A.D. 1945.

Signed and sealed in the presence of) William E. Sickler
John F. Dowling to both) Emmy K. Sickler

Commonwealth of Massachusetts Hampden, ss. December 10, 1945. Then personally appeared the above-named Emmy K. Sickler and acknowledged the foregoing instrument to be her free act and deed, before me,

John F. Dowling, Notary Public--My commission expires January 3, 1952.

Rec'd Dec. 10, 1945 at 11H. 15M. A.M. and Reg'd from the original

Know all Men by these Presents that I, Frank Krenzul, of Westfield, Hampden County, Massachusetts, being married, for consideration paid, grant to Walter Krenzul and Olga E. Krenzul, married, husband and wife, as tenants by the entirety, and not as joint tenants, nor as tenants in common, both of Westfield, Hampden County, Massachusetts, with WARRANTY COVENANTS the land in WESTFIELD, Hampden County, Massachusetts, with the buildings thereon, bounded and described as follows: Being known and designated as lot numbered Fifty-nine (#59) according to a Plan of Lots of Murphy & O'Connell, of Meadow, Otis and Miller Streets, known as Fairlawn, said Plan being recorded in Hampden County Registry of Deeds, Book of Plans 2, Page 5. Being the same premises conveyed to Katherine Wikowski, now deceased, by Quitclaim Deed from the Westfield Co-operative Bank, dated November 16, 1931, and recorded in Hampden County Registry of Deeds, Book 1494, Page 36. My title is derived under the will of the said Katherine Wikowski, deceased, and reference may be had to the records of the Probate Court of Hampden County, Massachusetts, Case #75480. I, Anne M. Krenzul, wife of said grantor, release to said grantees all rights of dower and homestead and other interests therein.

Witness our hands and seals this seventh day of December, 1945.

Witness To Both:) Frank Krenzul & Seal
Eugene F. Riley) Anne M. Krenzul & Seal

The Commonwealth of Massachusetts Hampden, ss. Westfield, December 7, 1945. Then personally appeared the above named Frank Krenzul, and acknowledged the foregoing instrument to be his free act and deed, before me,
Eugene F. Riley, Notary Public (Notarial Seal) My Commission expires November 12, 1948.

Rec'd Dec. 10, 1945 at 11H. 21M. A.M. and Reg'd from the original

Know all Men by these Presents that I, Antonio Monzillo, of Springfield, Hampden County, Massachusetts, ^{being unmarried} for consideration paid, grant to The Roman Catholic Bishop of Springfield a corporation sole by Chapter 368 of the Acts of 1898 of the Legislature of Massachusetts, with WARRANTY COVENANTS. Certain real estate situated on the Northerly side of Margaret Street in said SPRINGFIELD, and bounded and described as follows: Beginning at a point on the northerly side of Margaret Street distant Westerly about three hundred and ten and 58/100 (310.58) feet from the intersection of the northerly side of Margaret Street with the westerly side of Main Street, and running thence Westerly on said Margaret Street about sixty and 50/100 (60.50) feet to land now or formerly of Jennie M. Nye; thence Northerly on said Nye's land one hundred and eleven (111) feet more or less to a stone monument at land now or formerly of the heirs of Harriet C. Rice; thence Easterly on said heirs land and land now or formerly of Mary I. Nichols sixty and

Doc. 18637
A. Monzillo
to
Roman Catholic
Bishop of Spd.
Stamps \$7.70 &c'd

*

53/100 (60.53) feet to land now or formerly of D. DeForest Douglas; thence South-
erly by said Douglas's land one hundred eleven and 43/100 (111.43) feet more or
less to the place of beginning. Being the premises conveyed to me by Selina
Matthews by deed dated November 27, 1944 and recorded in Hampden County Registry
of Deeds in Book 1791, Page 87.

Witness my hand and seal this eighth day of December A.D. 1945.

Signed and Sealed in presence of) Antonio Monzillo &Seal
M.E. Ganley

Commonwealth of Massachusetts Hampden, ss. December 8, 1945. Then personally
appeared the above named Antonio Monzillo and acknowledged the foregoing instru-
ment to be his free act and deed, before me,

Margaret E. Ganley, Notary Public--My commission expires Jan. 24, 1947.

Rec'd Dec. 10, 1945 at 11H. 24M. A.M. and Reg'd from the original

Doc. 18638
L.W. Prince

I, Leila W. Prince, holder of a mortgage from Therese T. Rothery to me
dated September 3, 1935 recorded with Hampden County Registry of Deeds Book 1602,
Page 251 acknowledge satisfaction of the same.

Witness my hand and seal this tenth day of December, 1945.

Leila W. Prince &Seal

Commonwealth of Massachusetts Hampden, ss. December 10, 1945. Then personally
appeared the above named Leila W. Prince and acknowledged the foregoing instru-
ment to be her free act and deed, before me,

Gerald D. Fitzgerald, Notary Public (Notarial Seal) My Commission Expires March
11, 1949.

Rec'd Dec. 10, 1945 at 11H. 55M. A.M. and Reg'd from the original

Doc. 18639
T.T. Rothery

to
Spd, Five Cents
Savings Bank

Know all Men by these Presents That I, Therese T. Rothery, married, of
Springfield, Hampden County, Massachusetts, for consideration paid, grant unto
Springfield Five Cents Savings Bank, a corporation duly established under the
laws of the Commonwealth of Massachusetts, in Springfield, in the County of Hamp-
den, in said Commonwealth, with MORTGAGE COVENANTS, to secure payment of Ten Thou-
sand Dollars payable as stated in a note of even date signed by me, together with
my husband, Paul R. Rothery, with interest at the rate stated in said note payable
monthly, as provided in said note and also to secure the performance of all agree-
ments and covenants herein contained: Certain real estate situated in SPRING-
FIELD, Hampden County, Massachusetts, bounded and described as follows:

Bounded Northerly by Bellevue Avenue, ninety (90) feet; Westerly by land now or
recently of Mildred D. Cowan et al, one hundred thirty (130) feet; Southerly by
lands now or recently of Ruxton, of Waldron and of Johnson, ninety (90) feet; and
Easterly by land now recently of John P. Byrnes et al. one hundred thirty (130)
feet. Being the same premises conveyed to me by deed of Alma I. Weidner dated
November 24, 1928, recorded with Hampden County Registry of Deeds in Book 1416,
Page 106. Being the premises known as 121 Bellevue Avenue. The mortgagor cov-
enants and agrees that, together with and in addition to the monthly payments of
principal and interest payable under the terms of the note secured by this mort-
gage, he will pay monthly to the mortgagee, on the first business day of each
month beginning with the first day of February A.D. 1946 until the said note is
fully paid, a sum equal to one-twelfth (1/12) of the known or estimated yearly
taxes and assessments levied or to be levied against the herein described prem-
ises; that the mortgagee shall hold all such monthly payments in trust, without
obligation to pay interest thereon, to pay such taxes and assessments when due;
that if the total of monthly payments as made under this paragraph shall exceed
the amounts of payments actually made by the mortgagee for taxes and assessments,
as the case may be, such excess shall be credited on subsequent monthly payments
of the same nature, but if the total of such monthly payments so made under this
paragraph shall be insufficient to pay taxes and assessments when due, then he
will, upon demand, pay to the mortgagee an amount necessary to make up the de-
ficiency; that if, in accordance with the terms and provisions of the note secured
hereby he shall tender full payment of the entire indebtedness of the note secured
hereby, the mortgagee will refund the balance of funds accumulated under the pro-
visions of this paragraph; that to the extent that the provisions of this para-
graph for such payments of taxes and assessments to the mortgagee are complied
with, he shall be relieved from compliance with such covenants herein and/or in

WE ACKNOWLEDGE SATISFACTION AND
HEREBY DISCHARGE THE MORTGAGE
SPRINGFIELD, MASS.
Dec 28, 1945
Gerald D. Fitzgerald

or assessments and the amount paid with interest thereon from the time of payment, shall be added to the principal sum hereby secured payable on demand; that should there be default in the payment of interest or principal of any prior mortgage (except the principal of a demand mortgage, the payment of which has not been demanded), and such default continue for ten days, the holder hereof may pay such interest or principal, and the amount paid with interest thereon from the time of such payment, shall be added to the principal sum hereby secured, payable on demand. This mortgage is upon the statutory condition, for any breach of which the mortgagee shall have the statutory power of sale.

Witness my hand and seal this eighth day of April, A.D. 1946
Signed and sealed in presence of } Ernest E. Bonneau a Seal
Mary L. Brennan } Trustee as aforesaid
Commonwealth of Massachusetts Hampden, ss. Springfield, April 8th, 1946. Then personally appeared the above named Ernest E. Bonneau and acknowledged the foregoing instrument to be his free act and deed, before me.

Mary L. Brennan Notary Public--My commission expires July 10, 1947

Rec'd May 2, 1946 at 11H. 13M. A.M. and Reg'd from the original.

Know all Men by these Presents that I, Ellis C. Holbrook of Springfield, Hampden County, Massachusetts, for consideration paid, grant to Roman Catholic Bishop of Springfield, a corporation sole by Chapter 368 of the Acts of 1898 of the Legislature of Massachusetts, of said Springfield, with WARRANTY COVENANTS, the land in said SPRINGFIELD with the buildings thereon situated on the northerly side of Margaret Street and bounded and described as follows:- Beginning at a point on said Street at the southeasterly corner of land now or formerly of Margaret Sheehan, thence running Northerly on said Sheehan's easterly line, six and one-half (6½) rods to land now or formerly of D. E. Abbott; thence Easterly on the southerly line of D. E. Abbott's and land now or formerly of the Industrial House Charities, four (4) rods to land now or formerly of Selina Matthews; thence Southerly, on said Matthews' westerly line, six and one-half (6½) rods to said Street; thence Westerly on line of said Street, four (4) rods to the place of beginning. Being the same premises conveyed to the grantor by deed of Pietro Laude dated June 3, 1938 and recorded in the Hampden County Registry of Deeds, Book 1657, Page 247. Subject to municipal taxes assessed January 1, 1946, which the grantee herein assumes and agrees to pay as part of the consideration hereof. Subject to restrictions of record, if any. Orsolina S. Holbrook, wife of said grantor, release to said grantee all rights of dower and homestead and other interests therein.

Doc. 9769
Ellis C. Holbrook
to
Roman Catholic
Bishop of Spd.
Stamps \$8.80 &c'd

Witness our hands and seals this Tenth day of May, 1946.

Abraham I. Smith by both } Ellis C. Holbrook
Orsolina S. Holbrook

The Commonwealth of Massachusetts, Hampden, ss: May 10, 1946. Then personally appeared the above named Ellis C. Holbrook and acknowledged the foregoing instrument to be his free act and deed, before me.

Abraham Irving Smith Notary Public--My commission expires January 28, 1949.

Rec'd May 13, 1946 at 4H. 03M. P. M. and Reg'd from the original

Know all Men by these Presents that I, John S. Macmillan, as Trustee of the Associated Realty Company under a Declaration of Trust dated May 15, 1934 and recorded in Hampden County Registry of Deeds, Book 1795, Page 469 for consideration paid, grant to Kenneth L. Broga and Evelyn L. Broga husband and wife, as tenants by the entirety and not as tenants in common of Springfield, Hampden County, Massachusetts with QUITCLAIM COVENANTS certain real estate situated in WEST SPRINGFIELD, Hampden County, Massachusetts, bounded and described as follows: Beginning at the intersection of the southwesterly line of Amostown Road and the northwesterly line of King's Highway; running thence Southwesterly by the northerly line of said King's Highway two hundred seventy and 30/100 (270.30) feet to a point; thence Westerly by the northerly line of King's Highway ten (10) feet to the southeasterly corner of land now or formerly of one Lindley, said southeasterly corner being the southeasterly corner of lot #1 (one) on a plan of lots recorded in Hampden County Registry of Deeds, Book of Plans U, Page 11; thence running Northerly by the easterly line of said lot #1 (one), sixty-one and 83/100 (69.83) feet to the northeasterly corner of said lot #1 (one); thence Westerly by the northerly line of lot #1 (one) ten and 92/100 (10.92) feet

Doc. 5580
Associated Realty
Co. Tr.
to
K. L. Broga &c
Stamps \$7.15 &c'd

*

MASSACHUSETTS STATE EXCISE TAX
HAMPDEN COUNTY REGISTRY OF DEEDS
Date: 10-19-2011 @ 02:14pm
Ct1#: 741 Doc#: 56454
Fee: \$289.56 Cons: \$63,500.00

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that I, ROSE MARY SPAGNA, an unmarried individual, of 50 Margaret Street, Springfield, Massachusetts,

For consideration paid in the amount of SIXTY-THREE THOUSAND FIVE HUNDRED AND 00/100 (\$63,500.00) DOLLARS

Hereby grants to ROMAN CATHOLIC BISHOP OF SPRINGFIELD, a Corporation Sole under Chapter 368 of the Acts of 1898 of the General Court of the Commonwealth of Massachusetts, with offices at 76 Elliott Street, Springfield, Massachusetts,

with QUITCLAIM COVENANTS

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

Commencing at the southeast corner of land now or formerly of E. M. Woodard, said corner being distant five hundred three and 55/100 (503.55) feet from the intersection of Margaret and Main Streets, and running NORTHERLY at right angles to said Woodard one hundred ten and 64/100 (110.64) feet to land now or formerly of R. P. Richards; thence EASTERLY on land now or formerly of said Richards, now or formerly of J.J. Girard and now or formerly of Olive E. Abbott, sixty-five and 75/100 (65.75) feet to land now or formerly of L.C. Scheuing; thence SOUTHERLY on land now or formerly of said Scheuing, one hundred ten and 64/100 (110.64) feet to said Margaret Street; thence WESTERLY at an angle of 89° 51' with the last line along said Margaret Street sixty-six (66) feet to the place of beginning.

SUBJECT to encumbrances of record, if any.

Being the same premises conveyed to the GRANTOR herein by deed of Emilia Spagna, otherwise known as Amilia Spagna, and Rose Mary Spagna, dated April 26, 1985, and recorded in the Hampden County Registry of Deeds, Book 5803, Page 470.

WITNESS MY HAND AND SEAL THIS 19th DAY OF OCTOBER, 2011.

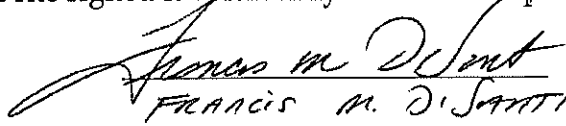
Rose Mary Spagna
ROSE MARY SPAGNA

50 Margaret St.
Springfield, MA

Attachment: Exhibit a to Appropriation Order, Lease/Purchase Agreement for Mount Carmel School (2516 : Appropriation Order for Mount

COMMONWEALTH OF MASSACHUSETTS

On this 19 day of OCTOBER, 2011, before me, the undersigned notary public, personally appeared ROSE MARY SPAGNA, proved to me through satisfactory evidence of identification, which were personal knowledge to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.


FRANCIS M. DI SANTI

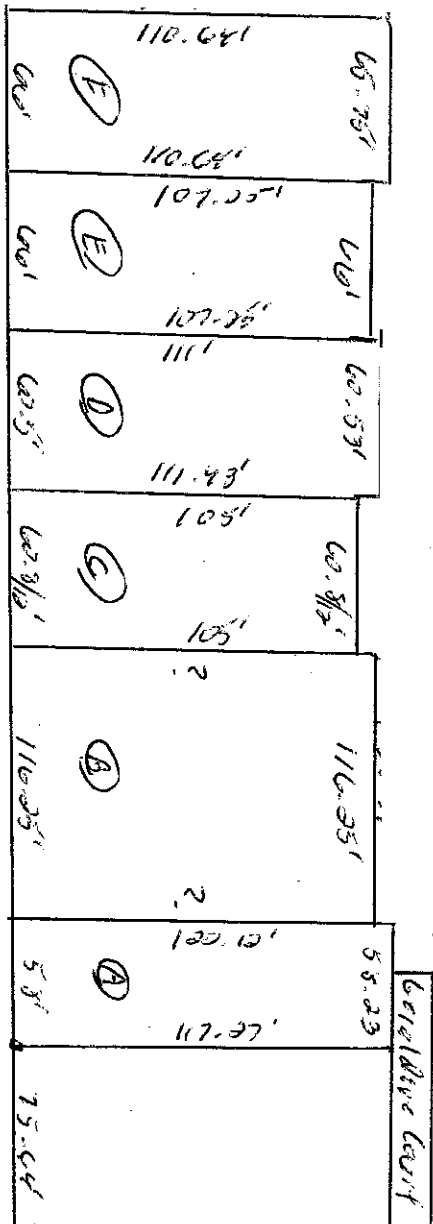
Notary Public - My Commission Expires: 3-29-2013



DONALD E. ASHE, REGISTER
HAMPDEN COUNTY REGISTRY OF DEEDS

EX. 4

EASEMENT INFORMATION



Muirfield St.

Muir St

Subject to Easement for the Muirfield St.
to William (1854/577)

- (A) 1257/455
- (B) 1191/371
- (C) 1434/50
- (D) 1812/117
- (E) 1814/503
- (F) 1596/380

BK 18544 Pg577 #68607

11-15-2010 @ 10:50a

EASEMENT

KNOW ALL MEN BY THESE PRESENTS that THE ROMAN CATHOLIC BISHOP OF SPRINGFIELD, a corporation sole, under Chapter 368 of the Acts of 1898 of the General Court of the Commonwealth of Massachusetts, having a mailing address of 65 Elliot Street, Springfield, Massachusetts 01101 (hereinafter referred to as the Grantor(s)), for consideration of One (\$1.00) Dollar in hand paid by the Grantee to the Grantor, the receipt and sufficiency of which is hereby acknowledged, grant(s) to VERIZON NEW ENGLAND INC., (formerly known as New England Telephone and Telegraph Company) a New York corporation, having its principal place of business at 125 High Street, Oliver Tower, 7th Floor, Boston, Massachusetts 02110, its successors and assigns, (hereinafter referred to as the Grantees) with quitclaim covenants, the exclusive and perpetual right and easement to construct, reconstruct, repair, maintain, operate and patrol, for the transmission and/or distribution of intelligence and telecommunications, lines to consist of, but not limited to wires, cables and conduit installed thereon, and all necessary foundations, anchors, guys braces, fittings, equipment and appurtenances (hereinafter referred to as the "OVERHEAD/INTERIOR SYSTEM") over, across, under and upon the Grantor's land in Springfield, Hampden County, Massachusetts.

Said OVERHEAD/INTERIOR SYSTEM is to be installed on Grantor's land, which is located on the Northwesterly side of Margaret Street, to begin at Pole T. 3, located on the Northwesterly side of Margaret Street, and then running in a Northwesterly direction a distance of approximately three (3) feet to the Southeasterly side of the building at 36 Margaret Street, and then running down said building and through an interior conduit a distance of approximately one hundred seventy (170) feet to an interior terminal room, all of which shall become established by and upon the final installation thereof by the Grantees.

Also with the further perpetual right and easement from time to time without further payment therefore to pass and re-pass over, across and upon said land of Grantors, with the right to enter said building at 36 Margaret Street upon reasonable notice to the Grantors by the Grantee, as is reasonable and necessary in order to renew, replace, repair, remove, add to, maintain, operate and patrol and otherwise change said

**Return to: Albert Bessette, Jr.,
Right of Way Manager
Verizon
365 State Street
Springfield, MA 01105**

Property Address: 36 Margaret Street, Springfield, MA

Attachment: Exhibit a to Appropriation Order, Lease/Purchase Agreement for Mount Carmel School (2516 : Appropriation Order for Mount

OVERHEAD/INTERIOR SYSTEM and each and every part thereof, but not the general location thereof, and to take such other action as may be reasonably necessary in the opinion and judgment of the Grantees, their successors and assigns and to clear and keep clear the portions and areas of the premises wherein the OVERHEAD/INTERIOR SYSTEM is specifically located of such structures, objects and surfaces, as may, in the opinion and judgment of the Grantees, interfere with the efficient and safe operation and maintenance of the OVERHEAD/INTERIOR SYSTEM.

It is agreed that the OVERHEAD/INTERIOR SYSTEM shall remain the exclusive property of the Grantees, their successors and assigns. Grantor agrees that the rights and easement herein granted are for the purpose of providing service to Grantor's property and the further right to service others from said OVERHEAD/INTERIOR SYSTEM.

For Grantor's title see deed dated April 20, 1929, recorded at the Hampden County Registry of Deeds in Book 1428, Page 80, deed dated March 31, 1943 and recorded at the Hampden County Registry of Deeds in Book 1757, Page 488, deed dated December 8, 1945 and recorded at the Hampden County Registry of Deeds in Book 1812, Page 117, and deed dated May 10, 1946, and recorded at the Hampden County Registry of Deeds in Book 1819, Page 503.

IN WITNESS WHEREOF, THE ROMAN CATHOLIC BISHOP OF
SPRINGFIELD, has caused its' corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by Timothy A. McDonnell, Present Roman Catholic Bishop of Springfield this 10th day of September, 2010.

THE ROMAN CATHOLIC BISHOP
OF SPRINGFIELD

By:



Rev. Timothy A. McDonnell

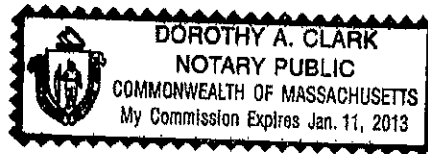
COMMONWEALTH OF MASSACHUSETTS

County of Hampden, ssSeptember 10, 2010

On this 10th day of September, 2010, before me, the undersigned notary public, personally appeared Timothy A. McDonnell, proved to me through satisfactory evidence of identification, which were personally known to me (source of identification) to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose.

Before me,

Dorothy A. Clark
Notary Public
Print Name Dorothy A. Clark
My Commission expires: Jan. 11, 2013



DONALD E. ASHE, REGISTER
HAMPDEN COUNTY REGISTRY OF DEEDS

in its name and behalf by its hereunder duly authorized officers this 6th day of April, A. D. 1943.

J. B. Richardson Jr.
by both

Union Trust Company of Springfield,
Massachusetts (Corporate Seal)
By: William H. Haskins, Treasurer
By: Benjamin L. Bragg,
First Assistant Trust Officer

The Commonwealth of Massachusetts Hampden, ss. April 6, 1943. William H. Haskins Treasurer, and Benjamin L. Bragg, First Assistant Trust Officer, acknowledged the foregoing instrument to be the free act and deed of Union Trust Company of Springfield, Massachusetts, by personally appearing before me,

J. Bushnell Richardson Jr. Notary Public--My commission expires Feb. 5, 1948.

Rec'd April 7, 1943 at 2H. 17M. P.M. and Reg'd from the original.

Doc.3525
R.H.Stevens

to

Roman Catholic
Bishop of Spd.

Stamps \$3.85
& c'd

Know all Men by these Presents That, I, Ralph H. Stevens (married) of Springfield, Hampden County, Massachusetts, for consideration paid, grant to Roman Catholic Bishop of Springfield, a Corporation sole, duly established under the laws of the Commonwealth of Massachusetts, located in said Springfield, with WARRANTY COVENANTS A certain parcel of real estate situated in SPRINGFIELD, in said County on the Northerly Side of Margaret Street, bounded and described as follows: Beginning at an iron pin in the Northerly line of said Margaret Street, situated seventy-five and 64/100 (75.64) feet westerly from a stone bound at the intersection of said Northerly line of Margaret Street with the Westerly line of Main Street in said Springfield; running thence Northerly at an angle of ninety (90) degrees with said Northerly line of Margaret Street a distance of one hundred seventeen and 27/100 (117.27) feet to an iron pin in the Southerly line of Geraldine Court; running thence Westerly along said Southerly line of Geraldine Court and land owned by the Roman Catholic Bishop of Springfield fifty-eight and 23/100 (58.23) feet to a point; running thence Southerly two and 31/100 (2.31) feet to an iron pin; running thence further Southerly along said land of Roman Catholic Bishop of Springfield one hundred twenty and 12/100 (120.12) feet to an iron pin in the Northerly line of said Margaret Street; running thence Easterly along said Northerly line of Margaret Street fifty-eight (58) feet to an iron pin and the place of beginning. Subject to a possible claim or easement in a small triangular piece of said real estate as described at the Northwest corner of same where an existing fence and the true property line do not coincide. Being the premises conveyed to me by deed of Emily Clegg, dated March 18, 1943 and recorded in Hampden County Registry of Deeds Doc. 2806 of 1943. And I, Alice J. Stevens wife of said grantor, release to said grantee all rights of dower and homestead and other interests therein.

Witness our hands and seals this 31 day of March 1943.

Gladys E. Locke) Ralph H. Stevens &Seal
by both) Alice J. Stevens &Seal

The Commonwealth of Massachusetts Hampden, ss. Springfield, March 31, 1943. Then personally appeared the above named Ralph H. Stevens and acknowledged the foregoing instrument to be his free act and deed, before me,

Gladys E. Locke Notary Public--My commission expires Feb. 17th 1950.

Rec'd April 7, 1943 at 2H. 17M. P.M. and Reg'd from the original.

Doc.3526
Ware Sav.Bank

The Ware Savings Bank, holder of a mortgage from Arthur P. Penno to Ware Savings Bank recorded with Hampden County Registry of Deeds Book 1735 Page 532, acknowledges satisfaction of the same.

In Witness Whereof, the said Ware Savings Bank has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by Leonard B. Campbell, its Treasurer, this Fifth day of April A.D. 1943.

Signed and sealed in presence of) Ware Savings Bank (Corporate Seal)
John H. Conkey) by Leonard B. Campbell, Treasurer

Commonwealth of Massachusetts Hampshire, ss. April 5, 1943. Then personally appeared Leonard B. Campbell, Treasurer and acknowledged the foregoing instrument to be the free act and deed of the Ware Savings Bank, Before me,
John H. Conkey Notary Public (Notarial Seal) My commission expires November 27, 1948

Rec'd Apr. 7, 1943 at 3H. 05M. P.M. and Reg'd from the original.

We hereby certify that on the twenty-first day of December in the year one thousand nine hundred twenty three we were present and saw Walenty Szklany of Lawrence, acting in behalf of himself and Aniela Szklany, of Lawrence, the mortgagees named in a certain mortgage given by Stanley Bielanski, of Chicopee, to Walenty Szklany and Aniela Szklany, of Lawrence, Massachusetts dated January 23rd A.D. 1923, and recorded in the Hampden County Registry of Deeds, Book 1163, Page 320 make an open, peaceable and unopposed entry on the premises described in said mortgage, for the purpose, by him declared, of foreclosing said mortgage for breach of conditions thereof.

John C. Wisniewski
Henry Braczkowski

Commonwealth of Massachusetts

Hampden ss. December 21st 1923. Then personally appeared the above named John C. Wisniewski and Henry Braczkowski, and made oath that the above certificate by them subscribed is true, before me Alford H. Tavernier, Justice of Peace. My commission expires March 10 1927

Rec'd Dec. 22, 1923 and Reg'd from the original

* Know all Men by these Presents That I, Joseph Francis Hope, of Springfield, Hampden County, in the Commonwealth of Massachusetts Executor of the last will of Catherine Mary Hope late of Springfield in the county of Hampden and Commonwealth aforesaid, deceased, which will was duly proved and allowed by the Probate Court for said County on November 7, 1923 do by virtue and in execution of the power to me given in and by said will, and of every other power and authority me hereto enabling, and in consideration of the sum of Nineteen Thousand Dollars ^{to} me paid by The Roman Catholic Bishop of Springfield, a corporation sole by Chapter 368 of the Acts of 1898 of the Legislature of Massachusetts the receipt whereof is hereby acknowledged, hereby grant, bargain, sell and convey unto the said The Roman Catholic Bishop of Springfield

Catherine M. F.
Est.
to
Roman Catholic
op of Springfie
Stamps \$19.00

Certain real estate situated in said Springfield, bounded and described as follows:

Bounded Northerly by land now or formerly of J. H. Webber and land now or formerly of P. D. Winter about one hundred sixteen and 25/100 (116.25) feet; Easterly by land now or formerly of George Nye; Southerly by Margaret Street, about one hundred sixteen and 25/100 (116.25) feet; and Westerly by land now or formerly of D. DeF. Douglas.

To Have and to Hold the above-granted premises, with all the privileges and appurtenances thereto belonging, to the said The Roman Catholic Bishop of Springfield and his successors and assigns, to their own use and behoof forever.

In Witness Whereof I the said Joseph Francis Hope hereunto set my hand and seal this sixth day of December in the year one thousand nine hundred twenty-three.

Signed and sealed in presence of)

George D. Cummings) Joseph Francis Hope & Seal
Commonwealth of Massachusetts

Hampden ss. December 6th 1923. Then personally appeared the above named Joseph Francis Hope and acknowledged the foregoing instrument to be his free act and deed, before me, George D. Cummings, Justice of the Peace. My commission expires March 9th, 1928

Rec'd Dec. 22, 1923 and Reg'd from the original

Attachment: Revision (2516 : Appropriation Order for Mount Carmel School Eminent Domain Taking, \$2,643,373.00)

The Commonwealth of Massachusetts Hampden ss. January 2nd, 1929. Then personally appeared the above-named Sara Cartmill and acknowledged the foregoing instrument to be her free act and deed, before me

Thomas H. Kirkland Notary Public--My commission expires Feb. 13, 1931.

Rec'd April 22, 1929 and Reg'd from the original

Doc. 6780
Joel Soderman &c

to

Joseph A. Cormier
&c

We, Joel Soderman and Emma F. Soderman, husband and wife, both of Springfield, Hampden County, Massachusetts, for consideration paid, grant to Joseph A. Cormier and Aurelia Cormier, husband and wife, as tenants by the entireties, both of 112 Eddy Street in said Springfield, with WARRANTY COVENANTS Certain real estate situated in said Springfield, and known and designated as the southwesterly fifty-two (52) feet of lots #18 (eighteen) and #19 (nineteen) on a plan of lots recorded in Hampden County Registry of Deeds, Book 519, Page 602, said real estate being more particularly bounded and described as follows: Bounded Southeasterly by Littleton Street, fifty-two (52) feet; Southwesterly by lots #20 (twenty) and #21 (twenty-one) on said plan, one hundred (100) feet; Northwesterly by lot #17 (seventeen) on said plan fifty-two (52) feet; Northeasterly by the remaining portions of lots #18 (eighteen) and #19 (nineteen) on said plan one hundred (100) feet. Subject to a mortgage of \$2500. to the Springfield Institution for Savings and a mortgage the principal sum of which was originally \$2500. to John A. Lakeman, now held by George R. Yerrall, Jr. and Russell C. Sayre, the conditions and stipulations of which mortgages the grantees agree to perform. Subject to taxes for the current municipal year and municipal assessments which the grantees agree to pay. The above described premises were conveyed to us by John A. Lakeman by deed dated August 1, 1925 and recorded in Hampden County Registry of Deeds in Book 1288, Page 210, and are known as number 158 Littleton Street. We, Joel Soderman and Emma F. Soderman, husband and wife as aforesaid, release to said grantees all rights of tenancy by the curtesy, dower and homestead and other interest therein.

Witness our hands and seals this eighteenth day of April 1929.

Signed in the presence of
William W. Yerrall to J.S. &
E.F.S.

} Joel Soderman
Emma F. Soderman

&Seal
&Seal

The Commonwealth of Massachusetts County of Hampden ss. Springfield, April 18, 1929. Then personally appeared the above-named Joel Soderman and acknowledged the foregoing instrument to be his free act and deed, before me
William W. Yerrall Notary Public--My commission expires October 24, 1935.

Rec'd April 22, 1929 and Reg'd from the original

Doc. 6783
Jennie G. Douglass

to

Roman Catholic Bishop
hop Spd.

Know all Men by these Presents that I, Jennie Grace Douglass of Springfield, Hampden County, Massachusetts, being unmarried, for consideration paid, grant to The Roman Catholic Bishop of Springfield, a corporation sole by Chapter 368 of the Acts of 1898 of the Legislature of Massachusetts, with WARRANTY COVENANTS. Certain real estate situated on the northerly side of Margaret Street, Springfield, Hampden County, Massachusetts, and bounded and described as follows: Beginning on the north side of said street, two hundred fifty (250) feet from the corner of Main and Margaret Streets, and thence running Northerly at right angles with Margaret Street, about one hundred five (105) feet to the southeasterly corner of land now or formerly of George Whitney;

BK 1428

thence Westerly by said land now or formerly of said Whitney, sixty and 8/12 (60.8/12) feet; thence Southerly about one hundred five (105) feet to Margaret Street; and thence Easterly by said Street, sixty and 8/12 (60.8/12) feet to the place of beginning. Subject to Taxes assessed April 1, 1929 which the grantee herein assumes and agrees to pay. My title to said premises was derived by descent from D. DeForest Douglass (see probate case #25126). Being the premises known as #28/30 Margaret Street.

Witness my hand and seal this 20th day of April 1929.

Signed and Sealed in presence of } Jennie Grace Douglass & Seal
M. E. Ganley

Commonwealth of Massachusetts Hampden ss. April 20, 1929. Then personally appeared the above named Jennie Grace Douglass and acknowledged the foregoing instrument to be her free act and deed, before me

Margaret E. Ganley Notary Public--My commission expires Feb. 3, 1933.

Rec'd April 22, 1929 and Reg'd from the original

Palmyra Realty Company, a corporation duly established under the laws of Massachusetts and having its usual place of business at Springfield, Hampden County, Massachusetts, for consideration paid, grant to Ariego Sorcinelli (married, wife Zaira Sorcinelli) and Augusto Del Mastro (married, wife Enrica Del Mastro) both of Ludlow in said Hampden County, as tenants in-common with WARRANTY COVENANTS the land in said Springfield, designated as lot number 54 on a revised plan of a section of Palmyra Terrace, which plan is recorded in the Hampden County Registry of Deeds, Book of Plans 7, Page 34, Said lot number 54 is bounded: Easterly by Wayne Street, as shown on said plan, fifty-seven (57) feet; Northerly by lot number 55, as shown on said plan, one hundred (100) feet. Westerly by land supposedly now or formerly of the New York New Haven, and Hartford Railroad Company, fifty-seven (57) feet; and Southerly by lot number 53, as shown on said plan one hundred (100) feet. The above described premises are subject to 1. The following restrictions hereby imposed for the benefit of the remaining land on said plan, but without the burden thereof upon the remaining land of the Palmyra Realty Company on Palmyra Terrace. A. No building shall be erected thereon except a one family dwelling house costing not less than \$6000. and one garage designed for not more than two cars and the dwelling shall have more than one story. B. There shall be no front foundation wall within 22 feet of Wayne Street, but this shall not prevent piazzas, steps, porticoes or bay windows from being within said distance of 22 feet and the front of the house shall face on Wayne Street. C. There shall be no flat roofed building of any kind thereon and no building of any kind erected elsewhere shall be moved thereon and the foundation shall be brick above the grade. D. The grantees for themselves, their heirs, administrators, executors and assigns, agree that they will not erect a house on said lot number 54 except in accordance with plans which have been approved by either the president or treasurer of the grantor. 2. Taxes for the current municipal year which the grantees agree to pay. 3. Sewer rights in Wayne Street granted to the City of Springfield as set forth in instrument dated May 1, 1925 and recorded in Hampden County Registry of Deeds, Book 1257, Page 580. 4. Any and all municipal assessments or betterment assessments of any kind if any. The grantees agree to pay the sewer entrance fee for said lot

Doc. 6804
Palmyra Realty Co.
to
Ariego Sorcinelli
&c

Attachment: Revision (2516 : Appropriation Order for Mount Carmel School Eminent Domain Taking, \$2,643,373.00)

or affect the original liability of the Mortgagor herein, either in whole or in part. This mortgage is upon the Statutory Condition, and upon the further ^{express} condition that all covenants and agreements on the part of the Mortgagor herein contained shall be kept and fully performed and for any breach of any of the aforementioned conditions the holder hereof shall have the Statutory Power of Sale. The word "Mortgagor" shall, if more than one person executes this mortgage, include all such persons executing this mortgage (excluding witnesses) and the covenants and agreements herein contained shall be binding upon them jointly and severally, and shall bind the heirs, executors, administrators, successors, grantees and assigns of such person or persons, subject to the limitations of law and of this instrument, and if the context requires, the word "Mortgagor" and "Mortgagee" and the pronouns referring to them shall be construed as plural, neuter and feminine. And for the said consideration, I, William E. Sickler husband of said Emmy K. Sickler, hereby release unto the Mortgagee all rights of dower, curtesy and homestead and all other interests in the mortgaged premises.

Witness our hand(s) and seal(s) this tenth day of December, A.D. 1945.

Signed and sealed in the presence of) William E. Sickler
John F. Dowling to both) Emmy K. Sickler

Commonwealth of Massachusetts Hampden, ss. December 10, 1945. Then personally appeared the above-named Emmy K. Sickler and acknowledged the foregoing instrument to be her free act and deed, before me,

John F. Dowling, Notary Public--My commission expires January 3, 1952.

Rec'd Dec. 10, 1945 at 11H. 15M. A.M. and Reg'd from the original

Know all Men by these Presents that I, Frank Krenzul, of Westfield, Hampden County, Massachusetts, being married, for consideration paid, grant to Walter Krenzul and Olga E. Krenzul, married, husband and wife, as tenants by the entirety, and not as joint tenants, nor as tenants in common, both of Westfield, Hampden County, Massachusetts, with WARRANTY COVENANTS the land in WESTFIELD, Hampden County, Massachusetts, with the buildings thereon, bounded and described as follows: Being known and designated as lot numbered Fifty-nine (#59) according to a Plan of Lots of Murphy & O'Connell, of Meadow, Otis and Miller Streets, known as Fairlawn, said Plan being recorded in Hampden County Registry of Deeds, Book of Plans 2, Page 5. Being the same premises conveyed to Katherine Wikowski, now deceased, by Quitclaim Deed from the Westfield Co-operative Bank, dated November 16, 1931, and recorded in Hampden County Registry of Deeds, Book 1494, Page 36. My title is derived under the will of the said Katherine Wikowski, deceased, and reference may be had to the records of the Probate Court of Hampden County, Massachusetts, Case #75480. I, Anne M. Krenzul, wife of said grantor, release to said grantees all rights of dower and homestead and other interests therein.

Witness our hands and seals this seventh day of December, 1945.

Witness To Both:) Frank Krenzul & Seal
Eugene F. Riley) Anne M. Krenzul & Seal

The Commonwealth of Massachusetts Hampden, ss. Westfield, December 7, 1945. Then personally appeared the above named Frank Krenzul, and acknowledged the foregoing instrument to be his free act and deed, before me,
Eugene F. Riley, Notary Public (Notarial Seal) My Commission expires November 12, 1948.

Rec'd Dec. 10, 1945 at 11H. 21M. A.M. and Reg'd from the original

Know all Men by these Presents that I, Antonio Monzillo, of Springfield, Hampden County, Massachusetts, ^{being unmarried} for consideration paid, grant to The Roman Catholic Bishop of Springfield a corporation sole by Chapter 368 of the Acts of 1898 of the Legislature of Massachusetts, with WARRANTY COVENANTS. Certain real estate situated on the Northerly side of Margaret Street in said SPRINGFIELD, and bounded and described as follows: Beginning at a point on the northerly side of Margaret Street distant Westerly about three hundred and ten and 58/100 (310.58) feet from the intersection of the northerly side of Margaret Street with the westerly side of Main Street, and running thence Westerly on said Margaret Street about sixty and 50/100 (60.50) feet to land now or formerly of Jennie M. Nye; thence Northerly on said Nye's land one hundred and eleven (111) feet more or less to a stone monument at land now or formerly of the heirs of Harriet C. Rice; thence Easterly on said heirs land and land now or formerly of Mary I. Nichols sixty and

Doc. 18637
A. Monzillo
to
Roman Catholic
Bishop of Spd.
Stamps \$7.70 & c'd

*

53/100 (60.53) feet to land now or formerly of D. DeForest Douglas; thence South-
erly by said Douglas's land one hundred eleven and 43/100 (111.43) feet more or
less to the place of beginning. Being the premises conveyed to me by Selina
Matthews by deed dated November 27, 1944 and recorded in Hampden County Registry
of Deeds in Book 1791, Page 87.

Witness my hand and seal this eighth day of December A.D. 1945.

Signed and Sealed in presence of) Antonio Monzillo &Seal
M.E. Ganley

Commonwealth of Massachusetts Hampden, ss. December 8, 1945. Then personally
appeared the above named Antonio Monzillo and acknowledged the foregoing instru-
ment to be his free act and deed, before me,

Margaret E. Ganley, Notary Public--My commission expires Jan. 24, 1947.

Rec'd Dec. 10, 1945 at 11H. 24M. A.M. and Reg'd from the original

Doc. 18638
L.W. Prince

I, Leila W. Prince, holder of a mortgage from Therese T. Rothery to me
dated September 3, 1935 recorded with Hampden County Registry of Deeds Book 1602,
Page 251 acknowledge satisfaction of the same.

Witness my hand and seal this tenth day of December, 1945.

Leila W. Prince &Seal

Commonwealth of Massachusetts Hampden, ss. December 10, 1945. Then personally
appeared the above named Leila W. Prince and acknowledged the foregoing instru-
ment to be her free act and deed, before me,

Gerald D. Fitzgerald, Notary Public (Notarial Seal) My Commission Expires March
11, 1949.

Rec'd Dec. 10, 1945 at 11H. 55M. A.M. and Reg'd from the original

Doc. 18639
T.T. Rothery

to
Spd, Five Cents
Savings Bank

Know all Men by these Presents That I, Therese T. Rothery, married, of
Springfield, Hampden County, Massachusetts, for consideration paid, grant unto
Springfield Five Cents Savings Bank, a corporation duly established under the
laws of the Commonwealth of Massachusetts, in Springfield, in the County of Hamp-
den, in said Commonwealth, with MORTGAGE COVENANTS, to secure payment of Ten Thou-
sand Dollars payable as stated in a note of even date signed by me, together with
my husband, Paul R. Rothery, with interest at the rate stated in said note payable
monthly, as provided in said note and also to secure the performance of all agree-
ments and covenants herein contained: Certain real estate situated in SPRING-
FIELD, Hampden County, Massachusetts, bounded and described as follows:

Bounded Northerly by Bellevue Avenue, ninety (90) feet; Westerly by land now or
recently of Mildred D. Cowan et al, one hundred thirty (130) feet; Southerly by
lands now or recently of Ruxton, of Waldron and of Johnson, ninety (90) feet; and
Easterly by land now recently of John P. Byrnes et al. one hundred thirty (130)
feet. Being the same premises conveyed to me by deed of Alma I. Weidner dated
November 24, 1928, recorded with Hampden County Registry of Deeds in Book 1416,
Page 106. Being the premises known as 121 Bellevue Avenue. The mortgagor cov-
enants and agrees that, together with and in addition to the monthly payments of
principal and interest payable under the terms of the note secured by this mort-
gage, he will pay monthly to the mortgagee, on the first business day of each
month beginning with the first day of February A.D. 1946 until the said note is
fully paid, a sum equal to one-twelfth (1/12) of the known or estimated yearly
taxes and assessments levied or to be levied against the herein described prem-
ises; that the mortgagee shall hold all such monthly payments in trust, without
obligation to pay interest thereon, to pay such taxes and assessments when due;
that if the total of monthly payments as made under this paragraph shall exceed
the amounts of payments actually made by the mortgagee for taxes and assessments,
as the case may be, such excess shall be credited on subsequent monthly payments
of the same nature, but if the total of such monthly payments so made under this
paragraph shall be insufficient to pay taxes and assessments when due, then he
will, upon demand, pay to the mortgagee an amount necessary to make up the de-
ficiency; that if, in accordance with the terms and provisions of the note secured
hereby he shall tender full payment of the entire indebtedness of the note secured
hereby, the mortgagee will refund the balance of funds accumulated under the pro-
visions of this paragraph; that to the extent that the provisions of this para-
graph for such payments of taxes and assessments to the mortgagee are complied
with, he shall be relieved from compliance with such covenants herein and/or in

WE ACKNOWLEDGE SATISFACTION AND
HEREBY DISCHARGE THE MORTGAGE
SPRINGFIELD, MASS.
Dec 28, 1945
Gerald D. Fitzgerald

or assessments and the amount paid with interest thereon from the time of payment, shall be added to the principal sum hereby secured payable on demand; that should there be default in the payment of interest or principal of any prior mortgage (except the principal of a demand mortgage, the payment of which has not been demanded), and such default continue for ten days, the holder hereof may pay such interest or principal, and the amount paid with interest thereon from the time of such payment, shall be added to the principal sum hereby secured, payable on demand. This mortgage is upon the statutory condition, for any breach of which the mortgagee shall have the statutory power of sale.

Witness my hand and seal this eighth day of April, A.D. 1946
Signed and sealed in presence of } Ernest E. Bonneau a Seal
Mary L. Brennan } Trustee as aforesaid
Commonwealth of Massachusetts Hampden, ss. Springfield, April 8th, 1946. Then personally appeared the above named Ernest E. Bonneau and acknowledged the foregoing instrument to be his free act and deed, before me.

Mary L. Brennan Notary Public--My commission expires July 10, 1947
Rec'd May 2, 1946 at 11H. 13M. A.M. and Reg'd from the original.

Know all Men by these Presents that I, Ellis C. Holbrook of Springfield, Hampden County, Massachusetts, for consideration paid, grant to Roman Catholic Bishop of Springfield, a corporation sole by Chapter 368 of the Acts of 1898 of the Legislature of Massachusetts, of said Springfield, with WARRANTY COVENANTS, the land in said SPRINGFIELD with the buildings thereon situated on the northerly side of Margaret Street and bounded and described as follows:- Beginning at a point on said Street at the southeasterly corner of land now or formerly of Margaret Sheehan, thence running Northerly on said Sheehan's easterly line, six and one-half (6½) rods to land now or formerly of D. E. Abbott; thence Easterly on the southerly line of D. E. Abbott's and land now or formerly of the Industrial House Charities, four (4) rods to land now or formerly of Selina Matthews; thence Southerly, on said Matthews' westerly line, six and one-half (6½) rods to said Street; thence Westerly on line of said Street, four (4) rods to the place of beginning. Being the same premises conveyed to the grantor by deed of Pietro Laude dated June 3, 1938 and recorded in the Hampden County Registry of Deeds, Book 1657, Page 247. Subject to municipal taxes assessed January 1, 1946, which the grantee herein assumes and agrees to pay as part of the consideration hereof. Subject to restrictions of record, if any. Orsolina S. Holbrook, wife of said grantor, release to said grantee all rights of dower and homestead and other interests therein.

Witness our hands and seals this Tenth day of May, 1946.
Abraham I. Smith by both } Ellis C. Holbrook
Orsolina S. Holbrook

The Commonwealth of Massachusetts, Hampden, ss: May 10, 1946. Then personally appeared the above named Ellis C. Holbrook and acknowledged the foregoing instrument to be his free act and deed, before me.

Abraham Irving Smith Notary Public--My commission expires January 28, 1949.
Rec'd May 13, 1946 at 4H. 03M. P. M. and Reg'd from the original

Know all Men by these Presents that I, John S. Macmillan, as Trustee of the Associated Realty Company under a Declaration of Trust dated May 15, 1934 and recorded in Hampden County Registry of Deeds, Book 1795, Page 469 for consideration paid, grant to Kenneth L. Broga and Evelyn L. Broga husband and wife, as tenants by the entirety and not as tenants in common of Springfield, Hampden County, Massachusetts with QUITCLAIM COVENANTS certain real estate situated in WEST SPRINGFIELD, Hampden County, Massachusetts, bounded and described as follows: Beginning at the intersection of the southwesterly line of Amostown Road and the northwesterly line of King's Highway; running thence Southwesterly by the northerly line of said King's Highway two hundred seventy and 30/100 (270.30) feet to a point; thence Westerly by the northerly line of King's Highway ten (10) feet to the southeasterly corner of land now or formerly of one Lindley, said southeasterly corner being the southeasterly corner of lot #1 (one) on a plan of lots recorded in Hampden County Registry of Deeds, Book of Plans U, Page 11; thence running Northerly by the easterly line of said lot #1 (one), sixty-one and 83/100 (69.83) feet to the northeasterly corner of said lot #1 (one); thence Westerly by the northerly line of lot #1 (one) ten and 92/100 (10.92) feet

Doc. 5580
Associated Realty Co. Tr.
to
K. L. Broga &
Stamps \$7.15 &c'd

*

MASSACHUSETTS STATE EXCISE TAX
HAMPDEN COUNTY REGISTRY OF DEEDS
Date: 10-19-2011 @ 02:14pm
Ct1#: 741 Doc#: 56454
Fee: \$289.56 Cons: \$63,500.00

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that I, ROSE MARY SPAGNA, an unmarried individual, of 50 Margaret Street, Springfield, Massachusetts,

For consideration paid in the amount of SIXTY-THREE THOUSAND FIVE HUNDRED AND 00/100 (\$63,500.00) DOLLARS

Hereby grants to ROMAN CATHOLIC BISHOP OF SPRINGFIELD, a Corporation Sole under Chapter 368 of the Acts of 1898 of the General Court of the Commonwealth of Massachusetts, with offices at 76 Elliott Street, Springfield, Massachusetts,

with QUITCLAIM COVENANTS

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

Commencing at the southeast corner of land now or formerly of E. M. Woodard, said corner being distant five hundred three and 55/100 (503.55) feet from the intersection of Margaret and Main Streets, and running NORTHERLY at right angles to said Woodard one hundred ten and 64/100 (110.64) feet to land now or formerly of R. P. Richards; thence EASTERLY on land now or formerly of said Richards, now or formerly of J.J. Girard and now or formerly of Olive E. Abbott, sixty-five and 75/100 (65.75) feet to land now or formerly of L.C. Scheuing; thence SOUTHERLY on land now or formerly of said Scheuing, one hundred ten and 64/100 (110.64) feet to said Margaret Street; thence WESTERLY at an angle of 89° 51' with the last line along said Margaret Street sixty-six (66) feet to the place of beginning.

SUBJECT to encumbrances of record, if any.

Being the same premises conveyed to the GRANTOR herein by deed of Emilia Spagna, otherwise known as Amilia Spagna, and Rose Mary Spagna, dated April 26, 1985, and recorded in the Hampden County Registry of Deeds, Book 5803, Page 470.

WITNESS MY HAND AND SEAL THIS 19th DAY OF OCTOBER, 2011.

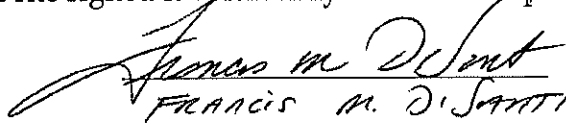
Rose Mary Spagna
ROSE MARY SPAGNA

50 Margaret St.
Springfield, MA

Attachment: Revision (2516 : Appropriation Order for Mount Carmel School Eminent Domain Taking, \$2,643,373.00)

COMMONWEALTH OF MASSACHUSETTS

On this 19 day of OCTOBER, 2011, before me, the undersigned notary public, personally appeared ROSE MARY SPAGNA, proved to me through satisfactory evidence of identification, which were personal knowledge to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.


FRANCIS M. DI SANTI

Notary Public - My Commission Expires: 3-29-2013

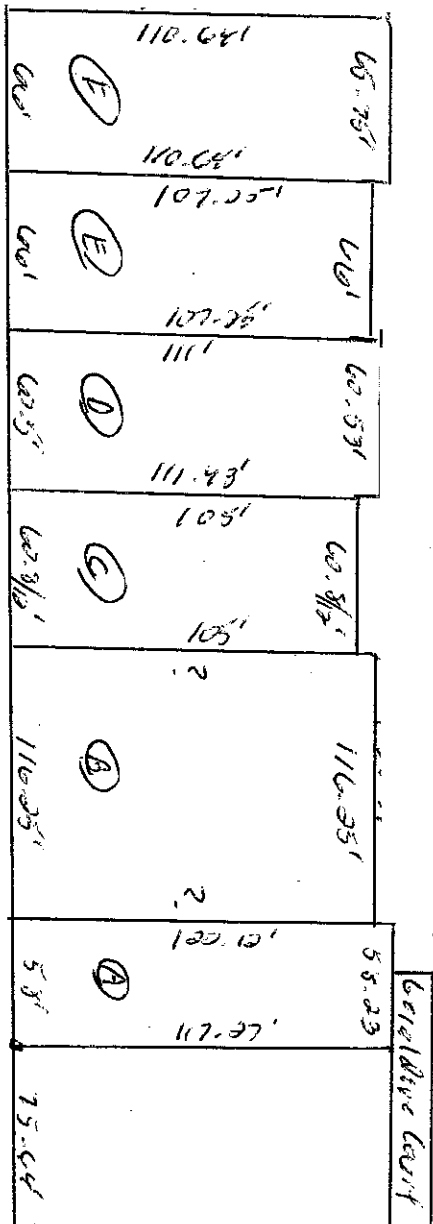


DONALD E. ASHE, REGISTER
HAMPDEN COUNTY REGISTRY OF DEEDS

Attachment: Revision (2516 : Appropriation Order for Mount Carmel School Eminent Domain Taking, \$2,643,373.00)

EX. 4

EASEMENT INFORMATION



Muirfield St.

Muir St

Subject to Easement for the Muirfield St.
to William (1854/577)

- (A) 1257/458
- (B) 1191/371
- (C) 1424/50
- (D) 1812/117
- (E) 1814/503
- (F) 1896/380

BK 18544 Pg577 #68607

11-15-2010 @ 10:50a

Property Address: 36 Margaret Street, Springfield, MA

EASEMENT

KNOW ALL MEN BY THESE PRESENTS that THE ROMAN CATHOLIC BISHOP OF SPRINGFIELD, a corporation sole, under Chapter 368 of the Acts of 1898 of the General Court of the Commonwealth of Massachusetts, having a mailing address of 65 Elliot Street, Springfield, Massachusetts 01101 (hereinafter referred to as the Grantor(s)), for consideration of One (\$1.00) Dollar in hand paid by the Grantee to the Grantor, the receipt and sufficiency of which is hereby acknowledged, grant(s) to VERIZON NEW ENGLAND INC., (formerly known as New England Telephone and Telegraph Company) a New York corporation, having its principal place of business at 125 High Street, Oliver Tower, 7th Floor, Boston, Massachusetts 02110, its successors and assigns, (hereinafter referred to as the Grantees) with quitclaim covenants, the exclusive and perpetual right and easement to construct, reconstruct, repair, maintain, operate and patrol, for the transmission and/or distribution of intelligence and telecommunications, lines to consist of, but not limited to wires, cables and conduit installed thereon, and all necessary foundations, anchors, guys braces, fittings, equipment and appurtenances (hereinafter referred to as the "OVERHEAD/INTERIOR SYSTEM") over, across, under and upon the Grantor's land in Springfield, Hampden County, Massachusetts.

Said OVERHEAD/INTERIOR SYSTEM is to be installed on Grantor's land, which is located on the Northwesterly side of Margaret Street, to begin at Pole T. 3, located on the Northwesterly side of Margaret Street, and then running in a Northwesterly direction a distance of approximately three (3) feet to the Southeasterly side of the building at 36 Margaret Street, and then running down said building and through an interior conduit a distance of approximately one hundred seventy (170) feet to an interior terminal room, all of which shall become established by and upon the final installation thereof by the Grantees.

Also with the further perpetual right and easement from time to time without further payment therefore to pass and re-pass over, across and upon said land of Grantors, with the right to enter said building at 36 Margaret Street upon reasonable notice to the Grantors by the Grantee, as is reasonable and necessary in order to renew, replace, repair, remove, add to, maintain, operate and patrol and otherwise change said

**Return to: Albert Bessette, Jr.,
Right of Way Manager
Verizon
365 State Street
Springfield, MA 01105**

Attachment: Revision (2516 : Appropriation Order for Mount Carmel School Eminent Domain Taking, \$2,643,373.00)

OVERHEAD/INTERIOR SYSTEM and each and every part thereof, but not the general location thereof, and to take such other action as may be reasonably necessary in the opinion and judgment of the Grantees, their successors and assigns and to clear and keep clear the portions and areas of the premises wherein the OVERHEAD/INTERIOR SYSTEM is specifically located of such structures, objects and surfaces, as may, in the opinion and judgment of the Grantees, interfere with the efficient and safe operation and maintenance of the OVERHEAD/INTERIOR SYSTEM.

It is agreed that the OVERHEAD/INTERIOR SYSTEM shall remain the exclusive property of the Grantees, their successors and assigns. Grantor agrees that the rights and easement herein granted are for the purpose of providing service to Grantor's property and the further right to service others from said OVERHEAD/INTERIOR SYSTEM.

For Grantor's title see deed dated April 20, 1929, recorded at the Hampden County Registry of Deeds in Book 1428, Page 80, deed dated March 31, 1943 and recorded at the Hampden County Registry of Deeds in Book 1757, Page 488, deed dated December 8, 1945 and recorded at the Hampden County Registry of Deeds in Book 1812, Page 117, and deed dated May 10, 1946, and recorded at the Hampden County Registry of Deeds in Book 1819, Page 503.

IN WITNESS WHEREOF, THE ROMAN CATHOLIC BISHOP OF
SPRINGFIELD, has caused its' corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by Timothy A. McDonnell, Present Roman Catholic Bishop of Springfield this 10th day of September, 2010.

THE ROMAN CATHOLIC BISHOP
OF SPRINGFIELD

By:



Rev. Timothy A. McDonnell

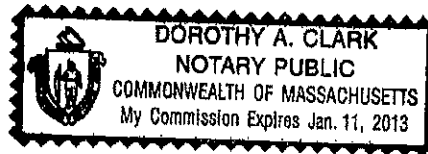
COMMONWEALTH OF MASSACHUSETTS

County of Hampden, ssSeptember 10, 2010

On this 10th day of September, 2010, before me, the undersigned notary public, personally appeared Timothy A. McDonnell, proved to me through satisfactory evidence of identification, which were personally known to me (source of identification) to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose.

Before me,

Dorothy A. Clark
Notary Public
Print Name Dorothy A. Clark
My Commission expires: Jan. 11, 2013



DONALD E. ASHE, REGISTER
HAMPDEN COUNTY REGISTRY OF DEEDS

Attachment: Revision (2516 : Appropriation Order for Mount Carmel School Eminent Domain Taking, \$2,643,373.00)



City of Springfield

ADOPTED

Meeting: 03/03/14 07:00 PM

Initiator: Kathy Breck

Sponsors: Mayor Domenic J. Sarno

DOC ID: 2515 C

6.24

Order of Taking of the Mount Carmel School Property, 36 Margaret Street for Municipal and Educational Purposes (Revised) (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 Springfield Public Schools, does hereby take by eminent domain in the name and on behalf of the said City of Springfield, the land located at 36 Margaret Street in Springfield, referred to as the "Mount Carmel School", in fee simple, for municipal purposes including educational purposes (the "Property").

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

The Property is 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 affixed to said land, including all personal property (including classroom furniture) and equipment located on the Property, and excepting easements (including easement rights granted to Verizon New England described in Exhibit G), rights, and interests specifically reserved herein, and subject to the exclusive right of the Roman Catholic Bishop of Springfield to use and occupy the garage structure located on the Property for period up to August 1, 2030, subject to the terms in the Lease/Purchase Agreement.

TAKING IN FEE SIMPLE

It is ORDERED, that the Property described below is taken in fee simple, pursuant to and by virtue of Mass. General Laws Chapter 43, Section 30, and Mass. General Laws Chapter 79, of the Massachusetts General Laws, for municipal purposes, including educational purposes, including any improvements, trees and shrubs located thereon;

36 Margaret Street, Springfield, MA: Land located at 36 Margaret Street, City Parcel #08255-0007, supposed to be owned by the Roman Catholic Bishop of Springfield, containing an area of approximately 40,811 square feet, consisting of five (5) component parcels (referred to below as Parcels A through E), now combined for tax purposes and referred to as 36 Margaret Street. Such parcels are bounded and described as follows:

Parcel A:

A parcel of land located on the northerly side of Margaret Street in Springfield, MA., as described in a deed to the current owner from Ralph Stevens dated March 31, 1943, recorded in Hampden County Registry of Deeds at Book 1757, page 488, which is attached hereto as Exhibit A, and incorporated herein by reference.

Parcel B:

A parcel of land on Margaret Street in Springfield, MA., described in a deed from Joseph Francis Hope, Executor under the will of Catherine M. Hope, to the current owner, dated December 6, 1923, recorded in Hampden County Registry of Deeds at Book 1191, Page 371, which is attached hereto as Exhibit B and incorporated herein by reference.

Parcel C:

A parcel of land on the northerly side of Margaret Street in Springfield, MA., described in a deed from Jennie Grace Douglass to the current owner, dated April 20, 1929, recorded in Hampden County Registry of Deeds at Book 1428, Page 80, which is attached hereto as Exhibit C and incorporated herein by reference.

Parcel D:

A parcel of land on the northerly side of Margaret Street in Springfield, MA., described in a deed to the current owner from Antonio Monzillo, dated December 8, 1945, recorded in Hampden County Registry of Deeds at Book 1812, page 117, which is attached hereto as Exhibit D and incorporated herein by reference.

Parcel E:

A parcel of land on the northerly side of Margaret Street in Springfield, MA., described in a deed to the current owner from Ellis C. Holbrook, dated May 10, 1949, recorded in Hampden County Registry of Deeds at Book 1819, Page 503, which is attached hereto as Exhibit E and incorporated herein by reference.

AWARD OF DAMAGES

It is ORDERED that the City of Springfield makes the following awards for damages sustained by the owners of the parcels, and to other persons as are required by law, by reason of the takings in fee, including any improvements, trees or shrubs, and all personal property including classroom furniture, and equipment:

<u>Parcel/Address</u>	<u>Owner of Record/Mortgagee</u>	<u>Damage Award</u>
36 Margaret Street Springfield, MA	Roman Catholic Bishop of Springfield	\$2,643,373.00

Although said parcels are stated above as belonging to the named owners, the ownership of said parcels 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.

Such takings in fee simple are subject to outstanding mortgages and liens of record as are required by law, and are made subject to the prior payment of any unpaid taxes, water and sewer use charges, betterments, and municipal charges, 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;

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, in the Hampden County Registry of Deeds.

Approved by the City Council on _____, 2014:

Wayman Lee, Esq
City Clerk

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

Domenic J. Sarno, Mayor
Date signed:_____

FINANCIAL IMPACT:

Order awards eminent domain taking damages of \$2,644,258 for the property, all personal property and classroom furniture, and equipment. There is a separate appropriation order for this amount also on the agenda.

RESULT:	ADOPTED [11 TO 0]
MOVER:	Timothy C. Allen, Ward 7 Councilor
SECONDER:	Kenneth E. Shea, Ward 6 Councilor
AYES:	Luna, Concepcion, Shea, Edwards, Williams, Ramos, Rooke, Allen, Hurst, Ashe, Fenton
ABSENT:	E. Henry Twiggs, Kateri B. Walsh

To the Clerk of the City Council,

Councilor Ashe submits the following amendments to Agenda item 2480, entitled "Chapter 270 Pawnbrokers and Junk Dealers":

In section 3:

Delete "a permanently bound book" in first sentence of subsection A and replace "an electronic record". Delete "name, age" in second sentence of subsection A and replace with "The full name (first and last), date of birth, license or state/government ID number". Delete "book" in third sentence of subsection A and replace with "electronic record". Add "All licensees are responsible for maintaining a backup of this data." to end of subsection A.

Delete the word "items" in the first sentence of subsection B and replace with "jewelry". Delete "photo" in the second sentence of subsection B and replace with "photographs".

Delete "tenth hour of every day, ante meridian" in the second sentence of subsection C and replace with "first hour of every business day, post meridian".

Insert subsection D as follows:

- D. The license holder shall accurately describe all items pawned, sold, or pledged with the license holder. This description shall include, but shall not be limited to, all distinguishing marks, etchings, engravings, model names, model numbers and serial numbers. Any jewelry with an affiliation to any institution or organization shall include the name of said institution or organization, year, and inscribed initials if any. Any and all descriptions of items of jewelry shall include the material, size (if applicable), weight, length, shape, and color. Descriptions of coins, stamps, collectible cards, autographed items, figurines, or other collectible of any description shall include any identifying features such as the name of the items, date, denomination, color, size, brand name, vintage or image represented. All items pledged, sold, or pawned with the license holder must remain intact, (i.e. precious stones in jewelry or data on electronic devices) until such time that they may legally change ownership.

Insert subsection E as follows:

- E. The license holder shall photograph the customer making the transaction with the license holder, along with a photograph of the required customer license or state/government issued ID. The required photographs shall be clear and such quality that the customer and required license or state/government issued ID is clearly identifiable. This information shall be maintained according to 270-3(C).

Insert subsection F as follows:

- F. Dealers in secondhand books, clothing and furniture excepted. Persons who do not buy or sell secondhand articles except books, clothing or furniture shall be exempt from the provisions of Subsection **D**.

In Section 5:

Insert subsection B as follows:

Dealers in secondhand books, clothing and furniture excepted. Persons who do not not buy or sell secondhand articles except books, clothing or furniture shall be exempt from the provisions of Subsection A.



City of Springfield

ADOPTED

Meeting: 03/03/14 07:00 PM

Initiator: Kathy Breck

Sponsors: Mayor Domenic J. Sarno

DOC ID: 2539

6.25

Grant of Permanent Easement to WMECO and Verizon for Brookings School Project (Mayor Sarno)

WHEREAS, the City of Springfield is in the process of constructing the new Elias Brookings Elementary School in the area of Walnut Street, Hickory Street, Melrose Street and Marshall Street in Springfield; and

WHEREAS, it is necessary for the City of Springfield ("Grantor") to grant a permanent easement to **Western Massachusetts Electric Company**, and **Verizon New England, Inc.** (collectively the "Grantee"), on City-owned land at 433 Walnut Street, a draft of which is attached hereto as Exhibit #1, for the purpose of supplying electrical service and intelligence distribution systems to the Brookings School, granting:

"the perpetual right to lay, construct, reconstruct, maintain, operate, replace and rebuild on, across, over and under the easement area hereinafter described, electric and transmission of intelligence distribution systems consisting of poles, guys, braces, wires, pipes, cables, conduits, transformers, manholes, anchors, silos, hand holes, transformer pads, pedestals, meters, fixtures and other appurtenances useful in providing electric and transmission of intelligence service such as the said company may from time to time see fit to install in said easement area; including wires, cables and conduits running from the poles, transformers and pedestals to any structures erected on the premises; the right to provide electric service by means of the same; and the right to enter said land for the purpose of inspecting; maintaining or removing same; and the right to trim and keep trimmed, cut and remove such trees located within the easement area as in the judgment of the Grantee are necessary to maintain its services."

Such easement is more particularly described on a plan entitled drawn by Heritage Surveys, dated October 18, 2013, entitled "*Easement Area to be Granted to Western Massachusetts Electric Company Across the Property of City of Springfield, Walnut & Melrose Street, Springfield, MA.*", which is attached to the attached draft easement as Exhibit A.

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 take all steps necessary to execute, deliver and record an instrument granting a permanent easement to Western Massachusetts Electric Company and Verizon New England, Inc., in the area described in the above-referenced plan, in substantially the same form as the draft instrument attached hereto as Exhibit #1, for consideration of One Dollar (\$1.00).

RESULT:	ADOPTED [11 TO 0]
MOVER:	Melvin A. Edwards, Ward 3 Councilor
SECONDER:	Bud L. Williams, At-Large Councilor
AYES:	Luna, Concepcion, Shea, Edwards, Williams, Ramos, Rooke, Allen, Hurst, Ashe, Fenton
ABSENT:	E. Henry Twiggs, Kateri B. Walsh

EXHIBIT ACITY CONTRACT NO: 20110054

**LEASE/PURCHASE AGREEMENT
OUR LADY OF MT. CARMEL SCHOOL**

This Agreement is made effective as of August 1, 2010 by and between the CITY OF SPRINGFIELD, a Massachusetts municipal corporation within the County of Hampden, with a principal address of 36 Court Street, Springfield, MA 01103,

acting by and through its DEPARTMENT OF PARKS, BUILDINGS, & RECREATION MANAGEMENT and its SCHOOL DEPARTMENT, with the approval of the Mayor and the City Council,

(collectively referred to herein as "Lessee"),

and the ROMAN CATHOLIC BISHOP OF SPRINGFIELD, a corporation sole established by Chapter 368 of Acts of 1898, with offices at 65 Elliot Street, Springfield, Massachusetts 01105, (hereinafter referred to as "Lessor").

In consideration of the mutual covenants contained herein, the parties agree as follows:

A. LEASED PREMISES:

1. The Lessor and the Lessee agree that the Lessor shall lease to the Lessee the following real property hereinafter referred to as the "demised premises":

The property located at 36 Margaret Street, Springfield, Massachusetts and known as Mt. Carmel School.

2. Subject to paragraph 3 immediately below, the demised premises consist of use and occupancy of the land and the entire three story brick veneer school building located thereon as shown as parcels A - F, inclusive, on the attached Exhibit A. The school building consists of approximately 32,030 square feet comprised of Level One (12,610 square feet approximately), Level Two (9,710 square feet approximately), and Level Three (9,710 square feet approximately).

3. a. The Lessor retains exclusive use and occupancy of the garage structure located on Parcel A.

b. The Lessor and Lessee agree to daily share the use of play and parking areas on Parcels A, B, and C.

c. The Lessee will have the primary use of the approximately 45 parking spaces in the parking areas of Parcels D, E, and F with the Lessor reserving the right to use Parcels D, E, and F for weekend and evening use for activities of the abutting Mt. Carmel Parish.

d. The Lessor and the Lessee agree to have shared use of the following rooms in the school building: Gymnasium and its related halls, rest rooms, kitchens, and some classrooms.

e. The Lessor and the Lessee agree to define in Exhibit B to this Lease entitled Rules and Regulations the terms and schedule of the shared use reserved in paragraphs b, c, and d, immediately above. The parties may add or delete to this list by agreement from time to time.

B. USE OF PREMISES

1. The Lessor requires that the Lessee not put the demised premises to any use which is contrary to the teachings of the Roman Catholic Church as determined in the sole discretion of the Bishop of Springfield.

2. The Lessee agrees that the Lessee will only use the demised premises for educational facilities as a public school for the City of Springfield.

3. The Lessor agrees that the above stated use by the Lessee is an allowable use under this Lease.

C. LEASE TERM

1. Initial Term: The initial term of this Lease is for three years commencing on August 1, 2010 and ending on July 31, 2013.

2. First Option Year: Upon ninety days prior written notice to the Lessor, the Lessee shall have the option to extend the lease for the First Option Year of August 1, 2013 to July 31, 2014.

3. Second Option Year: Upon ninety days prior written notice to the Lessor, the Lessee shall have the option to extend the lease for the Second Option Year of August 1, 2014 to July 31, 2015.

D. RENT DURING LEASE TERM

1. During the entire Lease Term, including the First and

Second Option Years, the Lessee agrees to pay to the Lessor the sum of **\$320,300.00 net (\$10.00/square foot)**, annually, in equal monthly installments of \$26,692.00 per month.

2. The monthly rental payments shall be in advance, on or within thirty (30) days after the submission by the Lessor to the Lessee of a properly completed invoice for the previous month.

3. Invoices shall be delivered to the Lessee at
Accounts Payable
Springfield School Department
1550 Main Street
P.O. Box 9800
Springfield, Massachusetts 01102

4. The obligation of the Lessee to pay rent shall begin on the later of the Date of Lease Commencement (August 1, 2010) or the date when the Lessee substantially occupies the building, but in any event no later than September 1, 2010. The performance of tenant fit out by the Lessee for the purpose of preparing the premises for occupancy by the Lessee shall constitute substantial occupation of the building.

5. The Lessee is not obligated to provide any Security Deposit.

E. LESSEE'S OBLIGATION TO PURCHASE

1. The Lessee agrees to purchase the demised premises, including the furniture and fixtures set forth in Exhibit C to be delivered by the Lessor to the Lessee within fifteen calendar days of execution of this Agreement, in fee, from the Lessor on terms contained in this Agreement. Upon purchase by the Lessee, all of the Lessor's rights to shared use of the demised premises shall cease. After the purchase, the Lessor and Mt. Carmel Parish and its affiliate operations retain the right to request the Lessee for continued shared use of the premises on terms substantially consistent with entities that request to use City property.

1a. In consideration of one dollar (\$1.00) paid, the Lessor shall retain the exclusive right to use and occupancy of the garage structure located on Parcel A for a period of no more than twenty consecutive (20) years from August 1, 2010. The Lessor may not assign or transfer or

let this right of use and occupancy. The Lessor's use shall be only for the purpose of garaging motor vehicles owned by the Lessor. The Lessor agrees to take the garage "as is" and the Lessee shall have no duty to maintain, repair, or alter the garage or access to the garage, but the Lessor may perform such duties with the permission of the Lessee. The Lessor shall not store flammable products, except those usually contained within motor vehicles placed in the garage, or create any nuisance such as debris or vermin. This right to use and occupancy shall terminate upon the earlier of casualty destruction of the garage such that it is not usable as a garage, breach of this agreement, notice from the Lessor of such termination, abandonment of use and occupancy by the Lessor defined as non-use for a period exceeding six consecutive calendar months, or the above stated twenty year term. The Lessor shall assume all risks incident to the use and occupancy of the garage and shall indemnify the Lessee from all damages arising out of the Lessor's acts, omissions, or use and occupancy of the garage. The Lessor accepts and agrees that the Lessee shall have no responsibility or liability for casualty of the garage, loss or damage to the Lessor's property contained in the garage, or injury or damage to anyone that occurs as a result of the Lessor's use and occupancy of the garage and that the consideration for this agreement would be significantly higher but for this agreement. The Lessor may provide its own insurance for casualty, damage, or liability for use and occupancy of the garage.

2. The Lessee is obligated to complete the purchase of the demised premises by August 31, 2013, except that if the Lessee exercises the Lessee's option to extend to the First Option Year, then the obligation to complete the purchase shall be by August 31, 2014; and if the Lessee exercises

the Lessee's option to extend to the Second Option Year, then the obligation to complete the purchase shall be by August 31, 2015. The Lessee shall be obligated to complete the purchase no later than August 31, 2015.

3. The Lessor and the Lessee agree that the Purchase Price for the demised premises is **Two Million Seven Hundred Thousand Dollars (\$2,700,000.00)**, adjusted by 3% per year from August 1, 2010 to the actual date of purchase, which purchase price shall include the demised premises and personal property and equipment in accordance with the to be attached Exhibit C.

4. The Lessor and the Lessee agree that as an inducement to enter into this transaction and in consideration for the shared use of the demised premises as described in this Agreement, the Lessor shall provide to the Lessee a credit of a portion of the rental payments to the Purchase Price.

5. The credit of a portion of the rental payments to the Purchase Price shall be computed as follows:

- a. \$100,000.00, pro rata by full month of tenancy, for each Lease Year that the Lessee has paid the rent and complied with all terms of this Agreement.
- b. By way of example, if the Lessee purchases the demised premises on August 1, 2013, then the Lessee would have paid rent for three years, and a credit of \$300,000.00 would be applied to decrease the Purchase Price.

F. APPROPRIATION

All obligations of the City under this Agreement are subject to a prior appropriation being made therefore.

G. TERMINATION

Upon any termination of this Agreement for lack of appropriation, the Lessor's rights against the Lessee shall be only to receive payment of all rent due to Lessor only for the period prior to Lessee's surrender of the Leased Premises.

H. Fixtures and Furniture

1. The use of classroom furniture and other equipment in place at the time of the Lease commencement is included in the rent and the agreed purchase price.

2. A starting inventory including statements of condition

shall be presented and agreed to prior to occupancy and attached hereto as Exhibit C.

I. IMPROVEMENTS BY LESSEE

Upon prior approval of Lessor, the Lessee may be permitted to install such leasehold improvements as it deems necessary to its occupancy of the Premises.

J. LESSOR'S COVENANTS AND OBLIGATIONS

1. The Lessor warrants and represents that the Lessor is the owner of the Demised Premises.

2. The Lessor warrants and represents that it shall deliver the Premises to Lessee, and Lessee accepts the Premises, in "as is" condition.

3. The Lessor hereby warrants, represents, and covenants that Lessee shall have peaceful and quiet use and possession of the Premises without hindrance or interruption on the part of the Lessor, or by any other person(s) for whose actions the Lessor is legally responsible, or by any person claiming by, through or under Lessor, except as herein provided.

4. The Lessor or its agents may, at reasonable times and without interfering with Lessee's business operations, enter the premises to view the Premises. Lessor shall give Lessee a minimum of twenty-four (24) hours notice for such visits, provided however that Lessor may enter the Premises at any hour and without twenty-four (24) hours notice in the case of an emergency affecting the Premises or the Building.

K. LESSEE'S COVENANTS AND OBLIGATIONS

1. Lessee, at its own expense, shall provide heat, electricity, sewer, and water services to the Leased Premises.

2. The Lessee, at its own expense, shall provide building and property maintenance and make any needed repairs to the demised premises. Property maintenance shall include reasonable preventative maintenance to the building and its mechanical systems to maintain the building and mechanical systems in substantially the same condition as at the commencement of this lease, normal wear and tear excepted.

3. The Lessee shall, at its own expense, provide for the

complete installation of and expenses associated with the Lessee's telephone, computer, and similar data and technology use.

4. Lessee shall use the Premises for public school purposes. Lessee shall keep the Premises in good order, reasonable wear and tear and damage by fire excepted, and shall not commit or permit Lessee's servants, agents or invitees to commit waste to the Premises.

5. Lessee shall not cause or allow any liens of any kind to be filed against the premises or the Building. If any liens are so filed, then Lessee shall within fifteen (15) days after receiving written notice of such lien, at its sole cost and expense take whatever action is necessary to commence the satisfaction and discharge of such lien or the release of such lien by bond.

6. Lessee shall not assign, sublet, underlet, mortgage, pledge or encumber (collectively referred to as "Transfer") this Lease without Lessor's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Lessor understands and agrees that the use or occupation of all or part of the Premises by the Springfield Public Schools shall not be a transfer requiring Lessor's prior written consent, provided that the Premises continue to be used only for the purposes specified in this Agreement. Consent by Lessor, whether express or implied, to any Transfer shall not constitute a waiver of Lessor's right to prohibit any subsequent Transfer; nor shall such consent be deemed a waiver of Lessor's right to terminate this Lease upon any subsequent Transfer.

7. The Lessee may make structural or non-structural alterations or additions to the Premises, provided however that in the case of structural alterations, Lessee shall first obtain the Lessor's prior written consent thereto, which consent shall not be unreasonably withheld, conditioned or delayed. All such allowed alterations or additions shall be at Lessee's expense and shall be in quality at least equal to the present construction. Lessee shall not permit any mechanic's liens or similar liens to remain upon the Premises for labor and materials furnished to Lessee in connection with work of any character performed at the direction of the Lessee and shall cause any such lien to be released of record without cost to

Lessor.

L. REMEDIES OF THE LESSEE

1. If Lessor shall default in the performance or observance of any obligation, agreement or condition of this Lease, or shall default in the payment of any tax or other charge which shall be a lien upon the Premises or in the payment of any installment of principal or interest upon any mortgage which shall be prior in lien to the lien of this Lease, and if Lessor shall not cure such default within thirty (30) days after written notice from Lessee specifying the default, (or, if the default is of such a nature that it cannot be cured within this thirty day period, shall not within this period commence to cure such default and thereafter prosecute the curing of such default to completion with due diligence), Lessee may, at its sole option and without waiving or limiting any claim for damages, at any time thereafter cure such default for the account of the Lessor.

2. Any amount paid or any contractual liability incurred by Lessee in so doing shall be deemed paid or incurred for the account of Lessor and Lessor agrees to reimburse Lessee therefore or save Lessee harmless there from, provided that Lessee may cure any such default as aforesaid prior to the expiration of the waiting period described above (but after the notice to Lessor) if the curing of such default prior to the expiration of the waiting period is reasonably necessary to protect the Building or the Premises or Lessee's interest therein or to prevent injury or damage to persons or property. If Lessor shall fail to reimburse Lessee upon demand for any amount paid for the account of Lessor hereunder, the amount may be deducted by Lessee from the next or any succeeding payments of Rent due hereunder.

3. The remedies given Lessee hereunder are cumulative and are not intended to be exclusive of any other remedies or means of redress to which it may be lawfully entitled in case of any breach by Lessor of any remedies hereunder.

M. INDEMNIFICATION AND INSURANCE

1. The Lessor agrees to save the Lessee harmless from and to indemnify the Lessee against any and all injury, loss, claim, or damage to any person or property while on or within the common areas of the building and not occasioned solely by the negligence of Lessee or its employees, and

from and against all injury, loss, claim or damage to any person or property on or within the Premises caused by any act, omission or negligence of the Lessor or Lessor's employees, agents, contractors or servants. This agreement to indemnify and hold harmless shall include indemnity against all costs, expenses and liabilities incurred in connection with any such injury, loss or damage or any such claim, or any proceeding brought thereon or in defense thereof.

2. At all times subsequent to the Occupancy Date and during the full term of this Lease, unless modified by an Amendment to this Lease/Purchase Agreement, the Lessor shall at its sole cost and expense maintain with respect to the Building, Premises, and appurtenant areas hazard insurance upon the Building insuring against loss or damage by fire and other risks which are customarily comprehended by the term "extended coverage" in endorsements to fire insurance policies in any amount equal to not less than one hundred percent (100%) of the replacement cost of the Building above footings and foundations, subject to any deductible in effect at the time of execution of this Lease/Purchase Agreement. All such insurance policies shall be issued by companies authorized to do business in Massachusetts.

3. The Lessor shall deposit with the Lessee Certificates of Insurance that it is required to maintain under this Lease, at or prior to the Date of Occupancy, and thereafter, within ten (10) days of any renewal date therefore, in each case providing that the policies may not be changed or canceled without at least twenty (20) days prior written notice to the Lessee.

4. Lessor and Lessee acknowledge and agree that Lessee is self-insured and that Lessee is not required by this Agreement to procure or maintain insurance of any kind for payment of damages to the Lessor or any other party. All issues regarding insurance and Lessee's liability for damages shall be governed by Massachusetts law regarding immunities, procedural and monetary limitations, and the provisions of M.G.L. Chapter 258.

5. Lessee covenants and agrees that Lessee will not do or permit anything to be done in or upon the Premises, or bring in anything or keep anything therein, which shall increase the rate of insurance on the Premises or the

Building above the standard rate applicable to the Premises hereby occupied for the use to which Lessee has agreed to devote the Premises, or which shall void such insurance. Lessee further agrees that, in the event Lessee shall do any of the foregoing, Lessee shall promptly pay to Lessor, on demand, any such increase resulting there from, which shall be due and payable as additional rent hereunder or Lessee shall cease activities which cause the voiding of the insurance as the case may be.

N. DEFAULT AND TERMINATION

1. If Lessee fails to pay the Rent as required hereunder and does not cure such failure within ten (10) days after written notice from Lessor, then it shall be an event of default by Lessee. If Lessee fails to fulfill any other covenant or obligation under this Lease and does not cure such failure within thirty (30) days after receiving written notice from Lessor specifying such failure or, for those failures of obligation or covenant which are incapable of being cured within such thirty (30) day period, if Lessee has failed to commence such cure and thereafter diligently pursued such cure to completion then in any such event, it shall be an event of default by Lessee.

2. In the event of a default by Lessee, Lessor shall have the right to accelerate all amounts due under this Lease/Purchase Agreement in addition to other remedies available under this agreement or the law.

3. In the event Lessor breaches any of Lessor's covenants, agreements, conditions, or warranties in this Lease, which breach remains uncured after thirty (30) days written notice from Lessee specifying such breach or, for those failures of obligation or covenant which are incapable of being cured within such thirty (30) day period, if Lessor has failed to commence such cure and thereafter diligently pursued such cure to completion it shall be an event of default by Lessor.

5. In the event of a default by Lessor, Lessee shall have all rights provided under this Lease/Purchase Agreement in addition to other remedies available under the law.

O. AMENDMENTS

None of the covenants, agreements, provisions, terms and conditions of this Lease shall in any manner be changed,

altered, waived or abandoned except by a written instrument signed, sealed and mutually agreed upon by all the parties hereto, and approved as required by law. Such instrument shall not be void for want of consideration.

P. Severability

If any provision of this Lease is declared to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision provided, however, that the remainder of the Lease shall be enforced to the fullest extent permitted by law.

Q. Force Majeure

In any case where either party hereto is required to do any Act, delays caused by or resulting from war, fire, flood or other casualty, unusually severe weather, or other causes beyond such party's reasonable control (such as in the case of Lessee, any delay in the payment of Rent caused by a department, agency or City) shall not be counted in determining the time during which such Act shall be completed, whether such time be designated by a fixed date, a fixed time or "a reasonable time," and such time shall be deemed to be extended by the period of the delay.

R. BINDING AGREEMENT

1. This Lease/Purchase Agreement shall bind and inure to the benefit of the parties hereto and their respective representatives, successors and assignees. All covenants, agreements, terms and conditions of this Lease/Purchase Agreement shall be construed as covenants running with the land. This Lease/Purchase Agreement contains the entire agreement of the parties and may not be changed or modified except by a written instrument in accordance with the provisions herein.

2. The failure of either party to seek redress for violation or to insist upon the strict performance of any covenant or condition of this Lease shall not prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of a violation. No provision of this Lease shall be deemed to have been waived by either party unless such waiver is in writing and signed by the party to be bound thereby.

3. No mention in this Lease of any specific right or remedy shall preclude Lessor or Lessee from exercising any

other right, or from having any other remedy, or from maintaining any action to which it may otherwise be entitled either in law or in equity.

4. No official, employee or consultant of the Lessee shall be personally liable to the Lessor or any partner thereof, or any successor in interest or person claiming through or under the Lessor or any such partner, in the event of any default or breach, or for or on account of any amount which may be or become due, or on any claim, cause or obligation whatsoever under the terms of this Lease or any amendment or extension entered into pursuant hereto.

S. NOTICE

1. Any notice from Lessor to Lessee relating to the Premises or to the occupancy thereof or this Agreement shall be in writing and shall be deemed duly served when mailed by registered or certified mail, postage prepaid, addressed to Lessee at:

Patrick J. Sullivan, Executive Director
Department of Parks, Buildings, & Recreation Management
200 Trafton Road
Springfield, Massachusetts 01108

and with a copy to:

Alan J. Ingram, Ed.D.
Superintendent of Springfield Public Schools
1550 Main Street
Springfield, Massachusetts 01103

With a copy to

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

2. Any notice from Lessee relating to the Premises or to the occupancy thereof shall be in writing and shall be deemed duly served when mailed by certified mail, postage prepaid, addressed to Lessor at:

Roman Catholic Bishop of Springfield

65 Elliot Street
Springfield, Massachusetts 01105

With a copy to:

William LaBroad, CFO
Diocese of Springfield
65 Elliott Street
P.O. Box 1730
Springfield, Massachusetts 01102-1730

With a copy to:

Joseph A. Pacella, Esq.
Egan, Flanagan, & Cohen, PC
65 Market Street
Springfield, Massachusetts 01103

With a copy to:

B. John dill, President
Colebrook
1441 Main Street
Springfield, Massachusetts 01103

U. GOVERNING LAW, EXCLUSVIE FORUM AND VENUE

1. This Lease shall be governed by the laws of the Commonwealth of Massachusetts. The provisions of those laws shall not be deemed waived by any provision of this Lease.
2. The parties agree that as to all claims, actions and legal proceedings of any nature which in any way arise under or relate to this Agreement that the exclusive forum and venue of all claims, actions and legal proceedings shall be either the Superior Court of Hampden County (except for claims of the City of a value less than \$25,000.00 which claims may be brought in the Springfield District Court), all sitting in Springfield, Massachusetts.

IN WITNESS WHEREOF, the Lessee and the Lessor have executed this agreement on the dates indicated below.

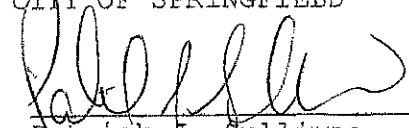
LESSOR

ROMAN CATHOLIC BISHOP
OF SPRINGFIELD,

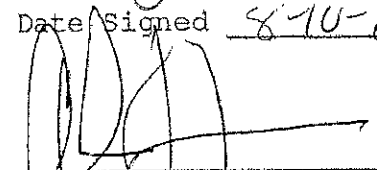

Bishop Timothy A. McDonnell
Roman Catholic Bishop
of Springfield
Date Signed 8-05-10

LESSEE

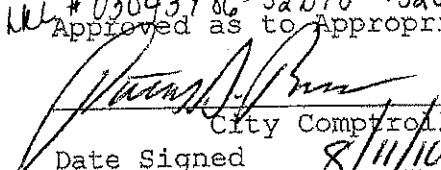
CITY OF SPRINGFIELD


Patrick J. Sullivan
Dept. Parks, Bldg, Rec Mgt.

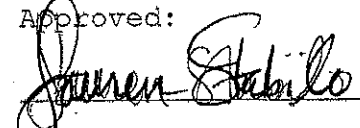
Date Signed 8-10-10


Dr. Alan J. Ingram
Superintendent of Schools
Date Signed 8/11/2010

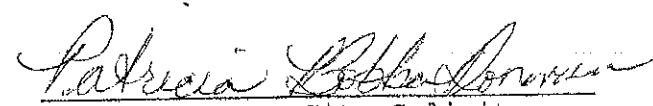
WV # 03043986-52010 \$320,300.00
Approved as to Appropriation


City Comptroller
Date Signed 8/11/10

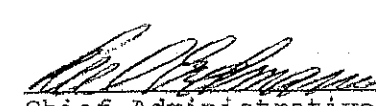
Approved:


Chief Procurement Officer
Date Signed 8/10/10

Approved as to Form:


City Solicitor
Date signed 8-10-10

Reviewed:


Chief Administrative and
Financial Officer
Date Signed 08/11/10

Approved

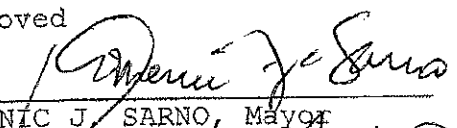
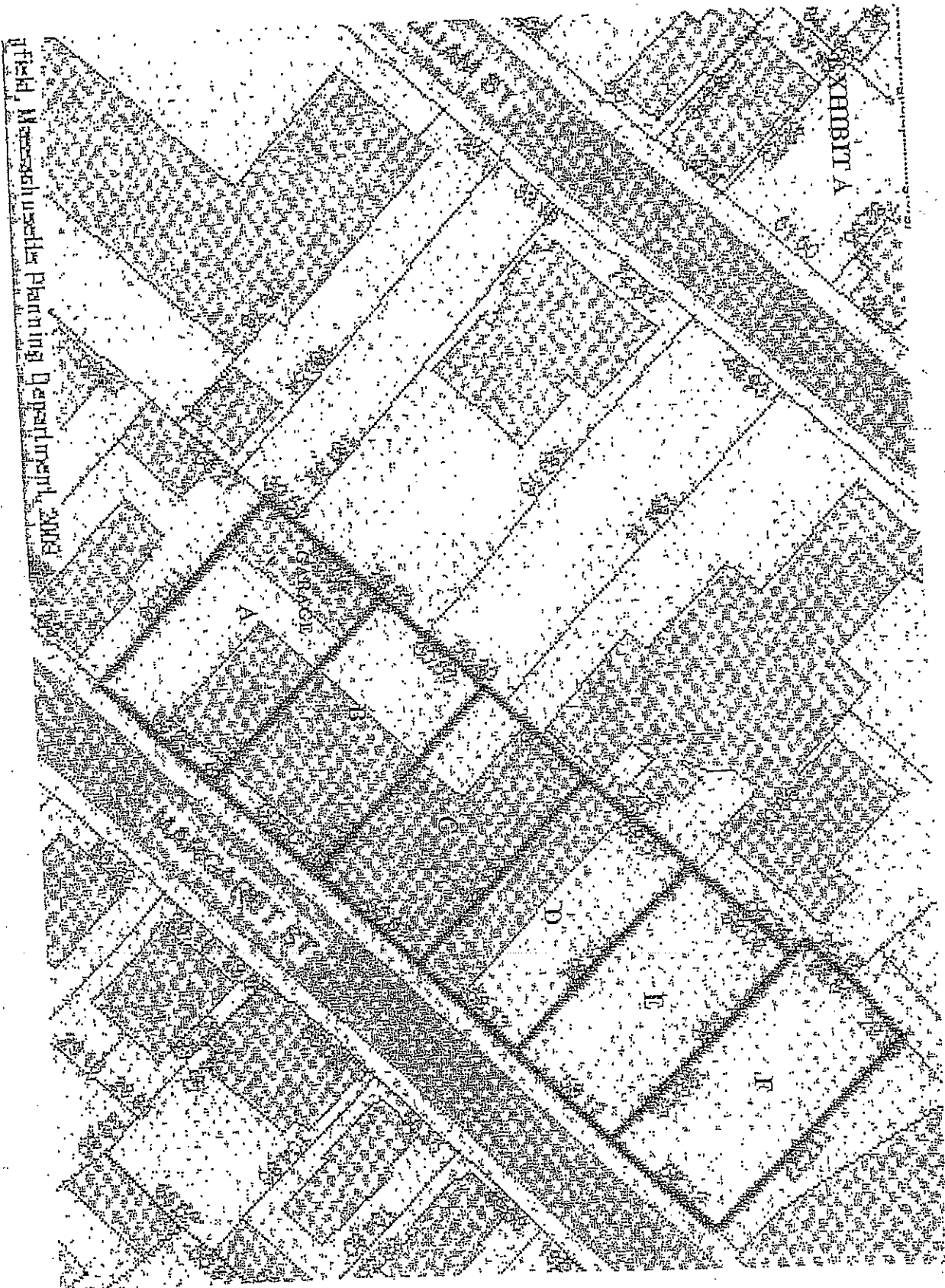

DOMENIC J. SARNO, Mayor
Date signed 8/13/10

EXHIBIT A



Field, Massachusetts Planning Department, 2003

EXHIBIT B

MOUNT CARMEL SCHOOL

Auditorium / Kitchen Events

2010		Time		Set-up
September	05	10:30 a.m.	Our Lady of Grace Soc.	Sept 04
	13	6:45 p.m.	Mt. Carmel Women's Guild	Sept 13
October	04	6:45 p.m.	Mt. Carmel Women's Guild	Oct 04
	08 ?	7:00 p.m.	Our Lady of Grace Soc.	Oct 08
	10 10:45	8:00 a.m.	Taste of Italy	Sept 18 Oct 15
November	01 ?	6:45 p.m.	Mt. Carmel Women's Guild	Nov 01
	08 ?	6:45 p.m.	Mt. Carmel Women's Guild	Nov 08
	29 ?	7:00 p.m.	Our Lady of Grace Soc.	Nov 29
2011				
January	08	8:00 p.m.	Twelfth Night	January 07
February	11 ?	6:00 p.m.	Valentine's Dinner Dance	February 10
	12 ?	8:00 p.m.	Valentine's Dinner Dance	February 11
March	07	6:45 p.m.	Mt. Carmel Women's Guild	Mar 07
April	04	6:45 p.m.	Mt. Carmel Women's Guild	Apr 04
May	02	6:45 p.m.	Mt. Carmel Women's Guild	May 02
	03 ?	6:30 p.m.	UNICO Dinner/Raffle	May 03
	10 ?	6:30 p.m.	UNICO Dinner/Raffle	May 10
June	13	7:00 p.m.	St. Anthony Celebration	June 13
July				
August				

Mount Carmel CCD Dates

2010		Time
September	10	9:15-10:25 A.M.
	26	9:15-10:25 A.M.
October	08	9:15-10:25 A.M.
	17	9:15-10:25 A.M.
	24	9:15-10:25 A.M.
	31	9:15-10:25 A.M.
November	07	9:15-10:25 A.M.
	14	9:15-10:25 A.M.
	21	9:15-10:25 A.M.
December	05	9:15-10:25 A.M.
	12	9:15-10:25 A.M.
	19	9:15-10:25 A.M.
2011		
January	09	9:15-10:25 A.M.
	26	9:15-10:25 A.M.
	30	9:15-10:25 A.M.
February	06	9:15-10:25 A.M.
	13	9:15-10:25 A.M.
March	06	9:15-10:25 A.M.
	13	9:15-10:25 A.M.
	20	9:15-10:25 A.M.
	27 (snow make-up)	
April	03	9:15-10:25 A.M.
	10	9:15-10:25 A.M.
May	01 (First Comm. only)	
June		
July		
August		

EXHIBIT C

LOWER LEVEL	COUNT	DESCRIPTION
Hallway	2	32 Gallon Trash Receptacles
Mens Room	1	30 qt. Trach Recepticle
Ladies Room	1	30 qt. Trach Recepticle
Storage Room	7	Columbia School Desks (24"x18")
Club Room #1	1	Teacher Desk (60"x18")
	2	48" Laboratory Sinks / Cabinets
	1	Reclining Dest Chair
	1	30 qt. Trach Recepticle
	11	36"x 27" Computer Desks
	18	Computer Desk Chairs
Cafeteria	12	8' Folding Cafeteria Tables w/stools
	1	4' Folding Banquet Table
Kitchen	1	8' Folding Banquet Table
	1	54"x 36" S/S Rolling Cart
	1	9' Prep Table with S/S shelf
	1	9' S/S Prep Table with S/S shelf
	1	S/S Reach -In Refridgerator
	1	32 gal. Trash Recepticle
	1	Frigidaire 18 C/F Reach-in Freezer
	2	6' S/S Single Sink
	1	Sharp R21AD Commercial Microwave
	1	7' S/S Shelving Unit
	1	Hobart 20 qt. Mixer w/attchments
	1	US Range S/S Gas Oven and Range Top Unit w/grill & 4 burners
	1	South Bend Convection Ovens - Stacked
	1	60 Gallon Groen Vegetable Steamer
	1	4' S/S Double Sink Unit
	1	Hobart Dish Washing Unit
Club Room #2	1	8' x 4.5' Table
	2	8' Folding Banquet Table
	1	Teacher Desk (48"x18")
	1	Nor-Lake S/S 5'x6'x4' Freezer

1st FLOOR	COUNT	DESCRIPTION
Boys Room	1	30 qt. Trash Recepticle
Girls Room	1	30 qt. Trash Recepticle
Room #2	3	48"x72" Kidney Table
	25	Columbia Desk Chairs (pre-school)
	1	Teacher Desk (60"x18")
	1	Cushioned Teacher Chair
	1	30 qt. Trash Recepticle
Room #4	17	Desks (pre-school)
	18	Columbia Desk Chairs (pre-school)
	1	Teacher Desk (60"x18")
	1	Cushioned Teacher Chair
	1	30 qt. Trash Recepticle
	1	72" Wallmaster pull-down screen
Room #1	15	Columbia School Desks (24"x18")
	15	Columbia Desk Chairs (full)
	1	Teacher Desk (60"x18")
	1	Cushioned Teacher Chair
	2	30 qt. Trash Recepticle
	1	72" Wallmaster pull-down screen
	1	Desk/Chair Unit (tablet)
	1	4'hx6'wx18"d Wooden Bookcase
	1	72" Wallmaster pull-down screen
Room #3	15	Columbia School Desks (24"x18")
	17	Columbia Desk Chairs (full)
	1	Teacher Desk (60"x18")
	1	Cushioned Teacher Chair
	1	30 qt. Trash Recepticle
	1	72" Wallmaster pull-down screen
Janitor Closet	1	Mop Bucket on Wheels
	1	Mop
	1	Dust Pan w/handle
Administration Closet	1	Metal 2 Door Cabinet (27"x18")
	1	6'x6' Portable Partition Wall
	1	5' Rolling Coat Rack
	1	48" Computer Desk
Offices	1	Teacher Desk (60"x18")

	1	Cushioned Teacher Chair
	2	30 qt. Trash Recepticle
	1	30" Stool
	1	Lasko 3 Speed Ossilating Wall Fan
	1	72"x24" Wooden Desk
	1	5'hx3'wx18"d Wooden Book Case
	2	Cushioned Arm Chair
	1	Reclining Cushloned Desk Chair
	1	30 qt. Trash Recepticle
Kitchen	1	9' S/S 3 Bay Sink
	1	Garland S/S Electric Dual Oven w/ 3' Giddle & 4 Burner Range Top
	4	30" Base Cabinets w/formica top
	1	60" Base Cabinets w/formica top
	1	96" Base Cabinets w/formica top
	1	20,000 BTU Window A/C Unit
	1	Whirlpool 18CF Refr/Freezer
	1	Beverage Aire 30CF Reach-In Refr
	2	30" Stool
	1	5 gallon S/S Curtis LowBoy Coffee Maker
	1	GE Residential Microwave Oven
Gymnasium	1	10' Aluminum Step Ladder
	1	Capital Theatre Equipment Portable Stage Light
	9	4' Round Folding Banquet Table
	2	6' Round Folding Banquet Table
	3	3'x3' Folding Card Tables
Back Stage	25	4' Round Folding Banquet Table
	202	Folding Metal Chairs
	6	Rolling Folding Chair Carts
	1	Spinnet Piano
Lobby	1	48"x72" Kidney Table
	4	Columbia Desk Chairs (pre-school)
	1	Cushioned Teacher Chair

2ND FLOOR	COUNT	DESCRIPTION
Girls Room	1	Mop Bucket on Wheels
	1	Mop
	1	Dust Pan w/ handle
	1	30 qt. Trash Recepticle
Boys Room	1	30 qt. Trash Recepticle
Room #7	10	Columbia School Desks (24"x18")
	6	Desk /Chair Units (tablet)
	10	Columbia Desk Chairs (full)
	1	Teacher Desk (60"x18")
	1	Cushioned Teacher Chair
	1	72" Wallmaster pull-down screen
Library	2	9'x6'x18" Metal Book Shelf
	1	9'x5'x18" Metal Book Shelf
	1	4 Drawer Index Card Holder
	3	Single Drawer Index Card Holder
	1	3'x6'x18" Metal Book Shelf
	3	6'x3' Wooden Library Tables
	10	Wooden Desk Chairs
	1	Cushioned Teacher Chair
	1	30 qt. Trash Recepticle
	1	Teacher Desk (36"x24")
	1	Rolling Wooden Desk (18"x24")
	2	15 Drawer Reference Card Holder
	1	30" Stool
Room #6	28	Columbia School Desks (24"x18")
	25	Columbia Desk Chairs (full)
	1	6'x2' Science Desk
	1	30" Stool
	1	30 qt. Trash Recepticle
	1	72" Wallmaster pull-down screen
Room #9	31	Columbia School Desks (24"x18")
	27	Columbia Desk Chairs (full)
	1	Teacher Desk (60"x18")
	1	30 qt. Trash Recepticle
	1	72" Wallmaster pull-down screen
Room #5	19	Columbia School Desks (24"x18")
	19	Columbia Desk Chairs (full)
	1	3 Shelf 18"x24" Rolling Cart

- 1 27" GE Television
- 1 Orion VHS Player
- 2 30 qt. Trash Recepticle
- 2 30" Stool
- 1 72" Wallmaster pull-down screen
- 1 48"x72" Kidney Table

Room #8

- 15 Columbia School Desks (24"x18")
 - 15 Columbia Desk Chairs (full)
 - 1 36" Round Table
 - 1 Cushioned Teacher Chair
 - 1 Teacher Desk (60"x18")
 - 1 30 qt. Trash Recepticle
 - 1 72" Wallmaster pull-down screen
 - 1 Wooden Desk Chairs
-



City of Springfield

ADOPTED

Meeting: 03/03/14 07:00 PM
Initiator: Melvyn Altman
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2547

6.26

Order Authorizing Mayor to Execute Quitclaim Deed for Sale of Eight (8) Foreclosed Tax Title Parcels to the Springfield Conservation Commission (Mayor Sarno)

WHEREAS, the City of Springfield acquired title to eight (8) vacant parcels of land in Springfield, Massachusetts through tax title foreclosure proceedings in Land Court known as WS Cabinet St., Lot 90 (02190-0026), WS Cabinet St., Lot 91 (02190-0027), WS Durant St., Lot 262 (04180-0008), WS Jewett St., Lot 224 (07110-0014), WS Jewett St., Lot 225 (07110-0013), NS Jordan St., Lot 166 (07140-0009), Rear NS Porter Rd. (09847-0021), and Rear NS Porter Rd. (09847-0062); and

WHEREAS, said parcels are classified as saleable land and are under the custody and control of the Tax Title Custodian; and

WHEREAS, the Tax Title Custodian determined that said parcels are not needed for general municipal purposes and are suitable for conservation purposes since they are adjacent to or abut conservation land; and

WHEREAS, the Conservation Commission of the City of Springfield is interested in acquiring title to said parcels for permanent conservation and public passive recreational purposes; and voted at a meeting held on January 28, 2014 to accept a quitclaim deed from the City of Springfield transferring title.

NOW THEREFORE BE IT ORDERED, that the Mayor be and is hereby authorized in the name of and behalf of the City of Springfield to execute and deliver a quitclaim deed for the transfer of title to said eight (8) vacant parcels of land to the Conservation Commission of the City of Springfield for consideration of One Dollar (\$1.00) in substantially the same form as the draft deed attached hereto.

RESULT:	ADOPTED [11 TO 0]
MOVER:	Melvin A. Edwards, Ward 3 Councilor
SECONDER:	Bud L. Williams, At-Large Councilor
AYES:	Luna, Concepcion, Shea, Edwards, Williams, Ramos, Rooke, Allen, Hurst, Ashe, Fenton
ABSENT:	E. Henry Twiggs, Kateri B. Walsh

2443

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Attachment: Deed WS Cabinet St. (2547 : Sale WS Cabinet St.)



City of Springfield

ADOPTED

Meeting: 03/03/14 07:00 PM
Initiator: Melvyn Altman
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2549

6.27

Order Authorizing Mayor to Execute Quitclaim Deed for Sale of SS Jordan St., Lots 194-195 (07140-0038) to the Springfield Conservation Commission (Mayor Sarno)

WHEREAS, the City of Springfield acquired title to a vacant parcel of land in Springfield, Massachusetts through tax title foreclosure proceedings in Land Court known as SS Jordan St., Lots 194-195 (Parcel-ID # 07140-0038); and

WHEREAS, said parcel is classified as saleable land and is under the custody and control of the Tax Title Custodian; and

WHEREAS, the Tax Title Custodian determined said parcel is not needed for general municipal purposes and is suitable for conservation purposes since it is adjacent to or abuts conservation land; and

WHEREAS, the Conservation Commission of the City of Springfield is interested in acquiring title to said parcel for permanent conservation and public passive recreational purposes; and voted at a meeting held on February 25, 2014 to accept a quitclaim deed from the City of Springfield transferring title.

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 for the transfer of title to SS Jordan St., Lots 194-195 (Parcel-ID # 07140-0038) to the Conservation Commission of the City of Springfield for consideration of One Dollar (\$1.00) in substantially the same form as the draft deed attached hereto.

RESULT:	ADOPTED [11 TO 0]
MOVER:	Melvin A. Edwards, Ward 3 Councilor
SECONDER:	Bud L. Williams, At-Large Councilor
AYES:	Luna, Concepcion, Shea, Edwards, Williams, Ramos, Rooke, Allen, Hurst, Ashe, Fenton
ABSENT:	E. Henry Twiggs, Kateri B. Walsh

City of Springfield, MA

Hampden County

EXHIBIT A

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Chapter 16: BOARDS, COMMISSIONS AND COMMITTEES

Article XI: School Building Commission

[Adopted as Title 2, Ch. 2.80, of the 1986 Code; amended in its entirety 3-18-1996]

Chapter 16: BOARDS, COMMISSIONS AND COMMITTEES
Article XI: School Building Commission

§ 16-28 Composition and compensation.

§ 16-29 Powers and duties.

§ 16-28 Composition and compensation.

- A. The City School Building Commission shall consist of seven voting members, of which three are appointed by the Mayor, who shall serve at the pleasure of the Mayor and will continue to serve until a successor is appointed. One voting member shall be the City Council President or designee and one voting member shall be the Vice Chairperson of the School Committee or designee. All members so appointed shall be residents of the City. The Mayor shall designate the Chairperson of the School Building Commission.
- B. The Director of Facilities Management and the Code Enforcement Commissioner shall each be voting members of the City School Building Commission.
- C. The Superintendent of Schools shall serve as a member of the City School Building Commission but without the right of a formal vote.
- D. All members of the City School Building Commission shall serve without receiving compensation.

§ 16-29 Powers and duties.

- A. After the School Committee has approved a site for a school building, the City School Building Commission, after the land has been acquired by the City for such a site, or after being so authorized by a vote of the City Council with the approval of the Mayor, shall cause to be prepared plans, specifications and information for bidders and contract forms for the erection and reconstruction of all school buildings, and for the preparation of plans and specifications for site work connected therewith.
- B. No plans for the construction of a school building shall be accepted and no work shall be begun on the construction of a school building unless the approval of the Mayor is first obtained.
- C. Ordinary repairs and alterations of school buildings are the responsibility of the Department of Facilities Management under Chapter 27, Departments, Article IX, of the Code of the City of Springfield. Notwithstanding any ordinance to the contrary, the City School Building Commission shall have primary jurisdiction and responsibility regarding the building and/or the remodeling of school buildings whose estimated projected costs are in excess of \$3,000,000.

Attachment: Deed SS Jordan St. (2549 : Sale SS Jordan St.)

- D. Notwithstanding Chapter 27, Article IX, § 27-69B(5)(b), of the Code of the City of Springfield or any other ordinance to the contrary, the City School Building Commission, with the approval of the Mayor, is specifically authorized to hire under a contract a construction management company or a project management company reporting to the City School Building Commission and responsible for overall project management of a given project or project(s). The company, if retained, shall see that duplicative efforts are minimized so that state reimbursement will be available to pay all or the major part of its fee.
- E. Notwithstanding Chapter 27, Article IX, § 27-69B(5)(b), of the Code of the City of Springfield or any other ordinance to the contrary, the City School Building Commission, with the approval of the Mayor and the Superintendent of Schools, is specifically authorized to hire a project management individual or individuals. Said individual or individuals shall have the education, training, and experience to perform the project management functions, and may be hired for a given project or projects. The School Department budget shall support the salary and fringe benefits of said individual or individuals. The individual or individuals so hired shall see that duplicative efforts are minimized so that the cost of said individual or individuals will be reimbursable out of bond monies and the use of School Department funds will be minimized.
- F. Should the City School Building Commission choose to contract or hire a project management company or individual(s) to oversee a project for school construction or major renovations, the Director of Facilities Management shall work cooperatively with said company or individual(s) to see that efforts are not duplicated and that concerns of the City are addressed in all phases of the project.

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POWERED BY GENERAL CODE

Attachment: Deed SS Jordan St. (2549 : Sale SS Jordan St.)



City of Springfield

ADOPTED

Meeting: 03/03/14 07:00 PM
Initiator: Melvyn Altman
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2550

6.28

Order Authorizing Mayor to Execute Quitclaim Deed for Sale of ES Jamaica St. (07030-0054), WS Laurelwood Ln., Lot 66 (07562-0021), and SS Pineneedle Ln., Lot 45 (09745-0018) to the Springfield Conservation Commission (Mayor Sarno)

WHEREAS, the City of Springfield acquired title to three (3) vacant parcels of land in Springfield, Massachusetts through tax title foreclosure proceedings in Land Court known as ES Jamaica St. (07030-0054), WS Laurelwood Ln., Lot 66 (07562-0021), and SS Pineneedle Ln., Lot 45 (09745-0018); and

WHEREAS, said parcels are classified as saleable land and are under the custody and control of the Tax Title Custodian; and

WHEREAS, the Tax Title Custodian determined that said parcels are not needed for general municipal purposes and are suitable for conservation purposes since they are adjacent to or abut conservation land; and

WHEREAS, the Conservation Commission of the City of Springfield is interested in acquiring title to said properties for permanent conservation and public passive recreational purposes; and voted at a meeting held on May 24, 2011 to accept a quitclaim deed from the City of Springfield transferring title.

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 for the transfer of title to ES Jamaica St. (07030-0054), WS Laurelwood Ln., Lot 66 (07562-0021), and SS Pineneedle Ln., Lot 45 (09745-0018) to the Conservation Commission of the City of Springfield for consideration of One Dollar (\$1.00) in substantially the same form as the draft deed attached hereto.

RESULT:	ADOPTED [11 TO 0]
MOVER:	Melvin A. Edwards, Ward 3 Councilor
SECONDER:	Bud L. Williams, At-Large Councilor
AYES:	Luna, Concepcion, Shea, Edwards, Williams, Ramos, Rooke, Allen, Hurst, Ashe, Fenton
ABSENT:	E. Henry Twiggs, Kateri B. Walsh



City of Springfield

36 Court Street
Springfield, MA 01103

ADOPTED

ORDINANCE 2014-6

Meeting: 03/03/14 07:00 PM

Department: Law

Category: Local Law

Prepared By: Kathy Breck

Initiator: Kathy Breck

Sponsors: Mayor Domenic J. Sarno

DOC ID: 2519 C

Order Amending the School Building Commission Ordinance to Add Two Voting Members

Amendment to School Building Commission Ordinance

WHEREAS, the School Building Commission, which oversees all school building projects estimated to cost in excess of \$3 million dollars, currently consists of seven (7) voting members, including three (3) persons appointed by the Mayor, the City Council President or designee, the Vice Chair of the School Committee or their designee, the Director of Facilities Management, and the Code Enforcement Commissioner, pursuant to City Ordinance Chapter 16, Section 16-28 (see copy attached hereto as Exhibit A); and

WHEREAS, the Superintendent of Schools currently serves as a non-voting member of the School Building Commission pursuant to Chapter 16, Section 16-28 (C); and

WHEREAS, the City is requesting to expand the number of members on the School Building Commission to make the Superintendent of Schools or their designee, and the Chief Administrative and Financial Officer (CAFO) or their designee, voting members, due to the impact of the Commission's decisions on the Springfield Public Schools, and the significant financial impact of these projects on the City;

NOW THEREFORE, The City Council hereby approves and enacts an amendment to Article XI of the Ordinances of the City of Springfield, entitled **BOARDS, COMMISSIONS AND COMMITTEES, Chapter 16, School Building Commission**, by deleting section 16-28, and substituting a new section 16-28, as set forth below:.

Section 1. Section 16-28 of Article XI of Chapter 16 is hereby amended by deleting the current section 16-28, and replacing it with a new section 16-28, as follows:

"Section 16-28. Composition and Compensation.

- A. The City School Building Commission shall consist of nine (9) voting members, of which three are appointed by the Mayor, who shall serve at the pleasure of the Mayor, and will continue to serve until a successor is appointed. One voting member shall be the City Council President or designee, and one voting member shall be the Vice Chairperson of the School Committee or designee. All members so appointed shall be residents of the City. The Mayor shall designate the Chairperson of the School Building Commission.

- B. The Director of Facilities Management, the Code Enforcement Commissioner, the Chief Administrative and Financial Officer or designee, and the Superintendent of Schools or designee, shall each be voting members of the City School Building Commission.
- C. All members of the City School Building Commission shall serve without receiving compensation."

HISTORY:

02/03/14 City Council

FIRST STEP

Next: 03/03/14

RESULT:	SECOND & THIRD STEPS [11 TO 0]
MOVER:	Orlando Ramos, Ward 8 Councilor
SECONDER:	Timothy C. Allen, Ward 7 Councilor
AYES:	Luna, Concepcion, Shea, Edwards, Williams, Ramos, Rooke, Allen, Hurst, Ashe, Fenton
ABSENT:	E. Henry Twiggs, Kateri B. Walsh

BOARD OF PARK COMMISSIONERS MEETING
WEDNESDAY, JULY 31, 2013
LIBERTY BRANCH LIBRARY
773 LIBERTY STREET
SPRINGFIELD, MA 01104
11:00 A.M.

Present were: Park Commissioners Brian Santaniello, Chair, Terry Rodriguez, Jennifer McQuade, Gregory Drew, and Jay Griffin. Also present were: Patrick Sullivan, Executive Director, Peter Krupczak, Assistant Director of Open Space.

Commission Chair Santaniello opened the meeting with attendance roll call.

It was motioned by Commissioner Rodriguez, seconded by Commissioner Drew, and,

VOTED: To accept the minutes of the July 23, 2013 Park Commission meeting.

Vote was unanimous.

Plans were presented to the Board to turn the Liberty Branch Library into a Senior Center to better serve the community. The Board agreed that it would be a good use for the building.

It was motioned by Commissioner Santaniello, seconded by Commissioner Drew, and,

VOTED: To accept the plans to turn the Liberty Branch Library into a new Senior Center

Vote was unanimous.

Plans were presented to the Board to create a park on Liberty Street and name it after Mary Troy. Mary Troy was the President of the Liberty Heights Civic Association and heavily involved in the community.

It was motioned by Commission Griffin, seconded by Commission Rodriguez, and,

VOTED: To accept the transfer of the city-owned property, located at 771 Liberty Street, to the Department of Parks, Buildings and Recreation Management to be used solely for active recreation purposes under Massachusetts General Law Chapter 45, Section 32, and to be supervised and maintained by the Board of Park Commissioners. The property will be formally known as Mary Troy Park

Vote was unanimous.

It was motioned by Commissioner McQuade, seconded by Commissioner Santaniello,
and,

Adjourned.

Respectfully Submitted,