CITY OF SPRINGFIELD

City Clerk's Office 5/28/2014 12:00:00 PM

Regular Meeting Agenda~

I hereby notify you that at twelve o'clock noon today the following items of business had been filed with this office and can be acted upon at the meeting in City Council Chambers, Room 200 at City Hall, 36 Court Street **Monday** evening **June 2, 2014** at 07:00 PM according to Section 12, Rules and Orders of the City Council.

City Clerk

Call to Order

7:00 PM Meeting called to order on June 2, 2014 at Springfield City Hall -- Council Chambers, 36 Court Street, Springfield, MA.

Reports of Committees

General Business

(1.) (ID # 2650) - Ordinance Ethics Amendment - 2Nd Step

(2.) Resolve - Quinn Bill

(3.) (ID # 2652) - Pawnbrokers and Junk Dealers Moratorium - 2Nd & 3Rd Steps

(4.) (ID # 2642) - Ordinance Animals Amendment 2Nd & 3Rd Steps

(5.) Putnam Grant Funding Bond - $5,879,826 (Mayor Sarno)

ATTACHMENTS:

- CAFO Certification - Putnam (DOCX)

(6.) FY13 Free Cash to Stabilization Transfer $3,896,882 (Mayor Sarno)

$3,896,882 to Stabilization

ATTACHMENTS:

- Cafo Cert - Free Cash signed (PDF)

(7.) Order Authorizing Application for EOA Designation and Authorizing Execution and Delivery of Tax Increment Financing (Mayor Sarno)

ATTACHMENTS:

- Exhibit A - Advance Welding Tax Increment Financing Agreement (PDF)
- Informational - Advance Welding Tax Increment Financing Plan (PDF)
- Informational - Advance Welding Project Summary (PDF)

(8.) Order Authorizing Application for EOA Designation and Authorizing Execution and Delivery of Tax Increment Financing (Mayor Sarno)

Please see the formal body and attachments for all information on this item.

ATTACHMENTS:

- Dave's Project Summary TIF (PDF)
- Dave's TIF Plan (PDF)

(9.) Budget Transfer Across Departments: Treasurer to Collector - $10,000 (Mayor Sarno)

ATTACHMENTS:

- CAFO Certification Treas-Coll Transfer (DOCX)

(10.) Appropriation Order for Eminent Domain Taking of 91 School Street - $800,000 (Mayor Sarno)

$800,000, of which $760,000 is paid from CDBG Disaster Recovery Funds, and $40,000 is paid from City funds.

(11.) Order of Taking of 91 School Street (Mayor Sarno)

$800,000, with $760,000 to be paid from CDBG Disaster Recovery funds, and $40,000 to be paid from City fund, per the Appropriation Order submitted to the City Council with this order.

ATTACHMENTS:

- Exhibits A and B to Order of Taking for 91 School Street (PDF)

(12.) Order Authorizing Mayor to Execute Quitclaim Deed for Sale of 136 Walnut St. to YMM Services Inc. (Mayor Sarno)

ATTACHMENTS:

- Deed 136 Walnut St. (DOC)

(13.) Order Approving Exchange of Land (Mayor Sarno)

ATTACHMENTS:

- Exhibit 1 to CC Order for FPMS Land Swap - Map (PDF)
- Exhibit 2 to CC Order for FPMS Land Swap - Approved Special Act (PDF)

(14.) ORD-2014-8 - Amending Chapter 100 of the City Ordinances

ATTACHMENTS:

- Order Amending Chapter 100 of City Ordinances - signed 5-14-14 (PDF)

Suspension of Rules

(15.) Green Repairs Bond - $3,021,233.92 (Mayor Sarno)

ATTACHMENTS:

- CAFO Certification - Green Repairs (DOCX)

City of Springfield
36 Court Street
Springfield, MA 01103

TABLED

ORDINANCE (ID # 2650)

Meeting: 06/02/14 07:00 PM
Department: Law
Category: Local Law
Prepared By: Anthony I. Wilson
Initiator: Anthony I. Wilson
Sponsors: Ward 3 Councilor Melvin A. Edwards
DOC ID: 2650 C

Ordinance Ethics Amendment - 2Nd Step

AN ORDINANCE TO AMEND the Code of the City of Springfield, Section 2 of Chapter 38 thereof, entitled Definitions, by amending the following sections:

1. Be it ordained by the Council of the City of Springfield, that the paragraph "Municipal Agent" in Section 2 of Chapter 38 shall be deleted and replaced as follows:

   A firm, company, partnership or person who for monetary compensation or its equivalent does any act to influence the decision of any covered City official where such decision concerns permitting, or the amendment, adoption, defeat, postponement or enforcement related thereto, legislation or the adoption, defeat or postponement of a standard, rate, rule, enforcement or regulation pursuant thereto, or any act to communicate directly with a covered City official to influence a decision concerning policy or procurement, or a firm, company or partnership which employs individuals for such purposes. The term "municipal agent" shall include a person who, as part of his/her regular and usual business or professional activities and not simply incidental thereto, attempts to influence any such decision, whether or not any compensation in addition to the salary for such activities is received for such services; provided, however, that for the purposes of this definition a person shall be presumed to engage in activity covered by this definition in a manner that is simply incidental to his/her regular and usual business or professional activities if he/she engages in any activity or activities covered by this definition for not more than 25 hours during any reporting period or receives less than $5,000 during any reporting period for any activity or activities covered by this definition, or a firm, company or partnership who employs individuals for such purposes. For purposes of this definition, "reporting period" shall mean the six-month periods from January 1 through June 30 and July 1 through December 31.

2. Be it ordained by the Council of the City of Springfield, that the paragraph "Municipal Agent" in Section 15(E) of Chapter 38 shall be deleted and replaced as follows:

   The City Clerk shall assess each lobbyist entity an annual filing fee of $250 to register the entity on the docket. The City Clerk shall assess each municipal agent an annual filing fee of $100 upon entering the agent's name on the docket. The City Clerk may, in his/her discretion and upon written request, waive the filing fees for a not-for-profit client or a lobbyist entity which registers to exclusively represent not-for-profit clients

City of Springfield
36 Court Street
Springfield, MA 01103

ADOPTED

RESOLUTION (ID # 2647)

Meeting: 06/02/14 07:00 PM
Department: City Council
Category: Council Request
Prepared By: Kelley Mickiewicz
Initiator: Melvin A. Edwards
Sponsors: Ward 3 Councilor Melvin A. Edwards
DOC ID: 2647 B

Resolve - Quinn Bill

WHEREAS, the Quinn Bill became law in 1970 and the incentive ensured officers with associate's degree get an increase of 10 percent of their base pay, those with a bachelor's get a 20 percent and those with a master's get 25 percent, and

WHEREAS, the City of Springfield has upheld its' end of the law but the state reneged and as a result Springfield bears the burden of this unfunded state mandate, and

WHEREAS, Governor Deval Patrick stopped including Quinn Bill money in his budgets two years ago after only partially funding it for several years, and

WHEREAS, the state should be required to pay their 50 percent of the costs, and

WHEREAS, in February, the state Joint Labor Management Committee rules that Springfield must keep paying full Quinn Bill benefits to its' patrolmen,

NOW, THEREFORE, BE IT RESOLVED that the Springfield City Council strongly urges the legislators who represent the City of Springfield at the State House file a bill to ensure the state resumes funding its share of police educational incentives.

RESULT:	**PASSED BY VOICE VOTE**

City of Springfield
36 Court Street
Springfield, MA 01103

SCHEDULED

ORDINANCE (ID # 2652)

Meeting: 06/02/14 07:00 PM
Department: Law
Category: Local Law
Prepared By: Anthony I. Wilson
Initiator: Anthony I. Wilson
Sponsors: President - Ward 2 Councilor Michael A. Fenton
DOC ID: 2652 B

Pawnbrokers and Junk Dealers Moratorium - 2Nd & 3Rd Steps

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

Be it ordained by the Council of the City of Springfield, that a Section 11 entitled "Moratorium" shall be inserted to read as follows:

> No new license shall be issued under Chapter 270 of the revised Ordinances of the City of Springfield by the Police Department for two years following the enactment of this section. This section shall not apply to persons or entities that are seeking to renew a license held by said person or entity for the previous year.

City of Springfield
36 Court Street
Springfield, MA 01103

SCHEDULED

ORDINANCE (ID # 2642)

Meeting: 06/02/14 07:00 PM
Department: Law
Category: Local Law
Prepared By: Anthony I. Wilson
Initiator: Anthony I. Wilson
Sponsors: President - Ward 2 Councilor Michael A. Fenton
DOC ID: 2642 D

Ordinance Animals Amendment 2Nd & 3Rd Steps

AN ORDINANCE TO AMEND the Code of the City of Springfield, Section 1 of Chapter 110 thereof, entitled Animals, by repealing and amending the following sections:

Be it ordained (enacted) by the Council of the City of Springfield, the paragraph entitled "Restraint" shall be amended as follows:

> Any leash, lead, or other physical restraint. Dogs must be on a leash not more than six feet long, except in cases where the dog is under voice control of a person, that person has a leash in his possession and where the dog is located in an open field, in a public park; and except when the dog is confined in a fenced-in area or pen.

City of Springfield

ADOPTED

Meeting: 06/02/14 07:00 PM
Initiator: Ronald Molina-Brantley
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2638

Putnam Grant Funding Bond - $5,879,826 (Mayor Sarno)

BOND ORDER TO PAY FOR COSTS RELATED TO THE ROGER L. PUTNAM CONSTRUCTION PROJECT THAT ARE INELIGIBLE FOR GRANT FUNDING THROUGH THE MASSACHUSETTS SCHOOL BUILDING AUTHORITY

BE IT ORDERED THAT: the City appropriates Five Million Eight Hundred Seventy Nine Thousand Eight Hundred Twenty Six Dollars ($5,879,826) to pay costs of the Roger L. Putnam Vocational Technical Academy Construction Project, located at 1300 State Street in Springfield, that are ineligible for grant funding through the Massachusetts School Building Authority, including the payment of all other costs incidental and related thereto; 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.

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 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 [11 TO 2]**
MOVER:	Bud L. Williams, At-Large Councilor
SECONDER:	Timothy J. Rooke, At-Large Councilor
AYES:	Luna, Twiggs, Shea, Walsh, Edwards, Williams, Ramos, Rooke, Concepcion, Hurst, Ashe
NAYS:	Timothy C. Allen, Michael A. Fenton

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: June 2, 2014

Re: Order for Council Meeting – 6/2/2014

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 Five Million Eight Hundred Seventy Nine Thousand Eight Hundred Twenty Six Dollars ($5,879,826) to pay for the City's cost share which has increased based on portions of the project that are not eligible for reimbursement.

Background: This project was originally approved by the Finance Control Board on March 10, 2009 for the City's 10% match of $12.5 million. In working with our bond counsel to meet legal requirements to issue BANs, the Putnam construction project did not have the adequate approval for bond authorization.

The additional authorization for the Putnam construction project is needed to cover costs related to the dental clinic, contaminated soils, construction costs that exceeded the Project Funding Agreement square footage cap, and change orders that were deemed ineligible by MSBA, which are pending further review.

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

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

City of Springfield

ADOPTED

Meeting: 06/02/14 07:00 PM
Initiator: Jennifer Winkler
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2641

FY13 Free Cash to Stabilization Transfer $3,896,882 (Mayor Sarno)

WHEREAS, to meet the expenses of the City of Springfield for the fiscal year commencing July 1, 2013 and ending June 30, 2014 (FY'14), pursuant to Mass. General. Laws Chapter 40, Section 5B, Chapter 59 Section 23 and Chapter 468 of the Acts of 2008, the Chief Administrative and Financial Officer and his Honor the Mayor have requested authorization from the City Council to transfer the sum of $3,896,882 From FY13 Certified Free Cash to the Stabilization Reserve Fund.

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

NOW THEREFORE BE IT ORDERED, that the City Council approves the transfer of the sum of $3,896,882 From FY13 Certified Free Cash to the Stabilization Reserve Fund.

From:
Certified Free Cash - Other Financing Uses

0100-00-000-0000-0000-0000-000000-0000000-701000 -	$3,896,882
Total	**$3,896,882**

To:
Stabilization Financial Reserves - Other Financing Sources

8213-00-000-0000-0000-0000-000000-0000000-700000 -	$3,896,882
Total	**$3,896,882**

FINANCIAL IMPACT:

$3,896,882 to Stabilization

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Timothy J. Rooke, At-Large Councilor
SECONDER:	Kenneth E. Shea, Ward 6 Councilor
AYES:	Luna, Allen, Twiggs, Shea, Walsh, Edwards, Williams, Ramos, Rooke, Concepcion, Hurst, Ashe, Fenton

City of Springfield
36 Court Street
Springfield, MA 01103

Division of Administration
and Finance

To: Springfield City Council

From: Timothy J. Plante, Acting Chief Administrative & Financial Officer TP

Date: June 2, 2014

Re: Order for Council Meeting – June 2, 2014

Cc: Mayor Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the June 2, 2014 Council meeting which transfers the remaining FY13 Free Cash to the Stabilization Reserve Account.

Background: You may recall, $351,094 was certified for FY13 Free Cash due to lags in reimbursement from the MSBA, FEMA and State 911 funding agencies. The City made requests of DOR to have late reimbursements applied to the free cash calculation using the State's policy on "Potential Increases to Free Cash." In working with the Bureau of Accounts, another $3,545,777 was certified in FY13 Free Cash for a total of $3,996,871.

Initial Certification	$	351,094
Additional Certification	$	3,545,777
FY13 Total Certified Free Cash		**3,896,871**

With this additional funding the Stabilization Account balance would increase to $32,894,129 from its current level of $28,997,258.

	2012	2013	2014 YTD	2015 Projected
Beginning Balance	43,752,876	40,069,868	35,943,537	32,894,129
Balance Budget	(6,215,955)	(10,375,000)	(7,000,000)	(2,856,130)
Interest	101,393	(8,024)	53,721	
Free Cash from Prior Year	2,431,554	6,256,693	3,896,871	
Ending Balance	**40,069,868**	**35,943,537**	**32,894,129**	**30,037,999**

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

City of Springfield

ADOPTED

Meeting: 06/02/14 07:00 PM
Initiator: Kathy Breck
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2648

Order Authorizing Application for EOA Designation and Authorizing Execution and Delivery of Tax Increment Financing (Mayor Sarno)

Whereas, economic development is necessary for the long term financial recovery of Springfield; and

Whereas, Kielb Welding Enterprises, Inc. dba Advance Welding (the "Company") owns property located at 150 Brookdale Drive, Springfield, Massachusetts (the "Property"), in the East Springfield Neighborhood of the City of Springfield (the "City"); and

Whereas, the Company plans to improve the usable space for purposes of manufacturing, by redeveloping the usable space of the interior of 150 Brookdale Drive to include the extensive renovation that will be performed within the building. The 41,000 square foot of the building (the "Project") which will result in approximately a $1,689,618 investment by the Company, in renovations, personal property, and equipment; and

Whereas, the Company commits to the relocation of nine (9) employees to Springfield and the creation of six (6) full time jobs in Springfield.

Whereas, the Company is seeking certain real estate tax incentives from the City over a period of five (5) years commencing on **July 1, 2014 through June 30, 2019**;

Whereas, the City of has been designated as an Economic Target Area ("ETA") by the Massachusetts Economic Assistance Coordinating Council ("EACC"); and

Whereas, the Property is located within an already created Enterprise Community Economic Opportunity Area ("EOA") as designated by the EACC, which existing designation has a period of less than 5 years remaining; and

Whereas, in order to provide for the proposed five (5) year tax incentive schedule to the portion of the building attributed to the Company uses, it is necessary to de-designate 150 Brookdale Drive from the existing EOA and hereby create a new EOA designation for 150 Brookdale Drive, hereby named "150 Brookdale Drive EOA" as identified in attached 150 Brookdale Drive EOA Map; and

Whereas, the City wishes to encourage the retention of manufacturing and investment, within the City, the retention of job opportunities for City residents, and economic development through the grant of certain tax incentives; and

Whereas, the Company is committed to the retention of jobs, investment and economic development, in the City, as outlined in the attached *Tax increment Financing Agreement, By and Between the City of Springfield and* the Company (Exhibit A);

NOW THEREFORE BE IT ORDERED, The Springfield City Council hereby approves and authorizes the Mayor and the Chief Development Officer to apply to the EACC for the revocation of 150 Brookdale Drive's existing EOA designation and to apply for a new EOA designation, with a term of five years, for 150 Brookdale Drive, and submit on behalf of the City of Springfield all necessary written municipal approvals pursuant to 402 CMR 2.10(5) and (6) and to take any other actions required under M.G.L. Ch. 23A, Section 3 (E) and its attendants regulations at 402 CMR 2.00;

AND IT IS FURTHER ORDERED, the Springfield City Council hereby approves and authorizes the Mayor and the Chief Development Officer, in the name of and on behalf of the City of Springfield to execute and deliver the *Tax Increment Financing Agreement, By and Between the City of Springfield & the Company*, in substantially the form as attached hereto as Exhibit A, upon approval of the new EOA designation.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Kenneth E. Shea, Ward 6 Councilor
SECONDER:	Bud L. Williams, At-Large Councilor
AYES:	Luna, Allen, Twiggs, Shea, Walsh, Edwards, Williams, Ramos, Rooke, Concepcion, Hurst, Ashe, Fenton

Ex. A

TAX INCREMENT FINANCING AGREEMENT
BY AND AMONG
CITY OF SPRINGFIELD
AND
KIELB WELDING ENTERPRISES, INC. dba ADVANCE WELDING

This Agreement is made this ____________ day of June, 2014 between the CITY OF SPRINGFIELD, a municipal corporation with a principal place of business at 36 Court Street, Springfield, Massachusetts, acting through its Mayor (hereinafter the "City"), and KEILB WELDING ENTERPRISES dba ADVANCE WELDING, a corporation, organized under the laws of Massachusetts, with a principal place of business at 150 Brookdale Drive, Springfield, Massachusetts (hereinafter "the "Company.")

WITNESSETH

WHEREAS, Advance Welding intends to redevelop the usable space within the existing 41,000 square foot building at 150 Brookdale Drive, Springfield, Massachusetts to relocate and expand its manufacturing operations and warehousing from its current location in West Springfield, MA (hereinafter the "Project"); and

WHEREAS the Project is expected to result in an estimated capital investment of approximately $1,125,000 for the purchase of the property and an additional $1,364,918 for a total project investment of $2,488,918 improvements and betterments while relocating approximately 9 jobs and creating 6 new jobs in Springfield for both manufacturing and office positions.

WHEREAS the Project site, City Assessor's parcel No. 01953-0045, is located within the boundaries of and ETA created in the City, as that term is used in M.G.L. c. 23A, Section 3D, and

WHEREAS the Project site is located within the 150 Brookdale Drive EOA in the City, as that term is used in M.G.L. c. 23A, section 3E; and

WHEREAS the Project is expected to provide economic benefits to the City in expansion of an existing building, reduction of blight, addition of employment in the East Springfield neighborhood, creation of new jobs expected to be filled by City residents, all which are likely to encourage redevelopment and employment in this area; and

WHEREAS, Advance Welding is seeking a Tax Increment Financing Agreement (TIF) from the City, pursuant to M.G.L. c. 23A; c. 40, section 59; and c. 59, section 5, clause 51; and regulations issued pursuant to these statutes; and

WHEREAS, the City is willing to enter into a TIF in return for the acts of the Company of investing in this Project, relocating an existing facility into the city, creating new jobs for city residents, and the resulting expected improvement to the City's economy, tax base, job base, decrease of blight, and encouragement redevelopment;

NOW THEREFORE in consideration of the mutual promises contained herein, the City and the Company do mutually agree as follows:

1. This TIF Agreement will take effect upon approval from the Economic Assistance Coordinating Committee in **June 24, 2014**

2. The City and Advance Welding contingent on approval from the Mayor and Springfield City Council enters into this TIF for the Project.

3. This TIF Agreement shall only apply to space at 150 Brookdale Drive of which is being utilized by the Company as determined by the City of Springfield Assessor's Department. This agreement shall not apply to space that is being utilized by other tenants and/or other uses in the building.

4. Advance Welding agrees to:

a. redevelop City Assessor Parcel No. 01953-0045 at 150 Brookdale Drive, Springfield, Mass. (the premises);

b. makes a total capital investment into the Project of approximately $2,488,918 by June , 2017;

c. relocate a minimum of 9 full time jobs and create an additional 6 full time permanent jobs in the City as a result of the Project and to exist for the entire term of the TIF.

d. agree to use best efforts to market and recruit new employees in the City of Springfield with priority to residents of the immediate East Springfield neighborhood and to add to the level of jobs in the area during the effective dates of the TIF;

e. is responsible for payment all real estate taxes assessed on the Premises as provided in this TIF.

4. The City shall grant a TIF exemption to Advance Welding in accordance with M.G.L. c. 23A, s. 3A; c. 40, s. 59; c. 59, s. 5 as follows:

a. The exemption shall be granted and shall apply only to the new assessed value of the Premises described in the Project (the "Incremental Value") and only to space being utilized by the Company, as determined by the City of Springfield Assessors Department.

b. The Incremental Value shall be that value which is in excess of the assessed value of the Premises for **Tax Year 2014** ($978,700).

c. The exemption shall be for a period of five (5) years commencing **July 1, 2014 and ending June 30, 2019.**

d. The exemption shall be calculated for each Tax Year as follows:

(i) The Parties agree that the Base Valuation for this TIF is $978,700.

(ii) For tax year 2015 (July 1, 2014– June 30, 2015), 150 Brookdale Drive shall be assessed at the Base Valuation with **0% taxation** of any Incremental Value.

(iii) For each tax year after Tax Year 2015, the Assessors for the City of Springfield shall determine the Incremental Value of the Premises for that tax year.

(iv) The City shall assess real estate taxes on a portion of the Incremental Value beginning at 20% for **Tax Year 2016** and increasing by 20% each year, culminating in 100% taxation of the Incremental Value in **Tax Year 2020** and no further exemption thereafter.

(v) The tax exemption to be applied to the schedule applicable to the Premises is as follows: Assessed value $978,700.

TAX YEAR	TIF YEAR	% INCREMENTAL VALUE EXEMPTED
2014	Base Year	
2015	1	100%
2016	2	80%
2017	3	60%
2018	4	40%
2019	5	20%
2020	Full Value	0%

e. Any exemptions for property taxes realized pursuant to this agreement shall be contingent upon the Company continued occupancy of 150 Brookdale Drive. Except in the case of a natural disaster or similar circumstance, Advance Welding hereby agrees to pay back any property tax benefits realized under this agreement in the event that the Company ceases to occupy 150 Brookdale Drive at any point within a period of ten (10) years after the commencement of this agreement.

5. Upon the failure of the Company to comply with this TIF and to meet all of its obligations contained herein, the City reserves the right to apply to the Economic

Assistance Coordinating Council for decertification of the Project and to terminate this TIF Agreement and discontinue all exemptions from taxation contained in this TIF Agreement commencing in the Tax Year in which the failure occurs.

6. Notices to be delivered under this TIF Agreement shall be delivered as set forth below:

To the City:

Chief Development Officer
Office of Planning & Economic Development
70 Tapley Street
Springfield, MA 01104

With a copy to

Mayor of City of Springfield
36 Court Street
Springfield, Massachusetts 01103

And a copy to

City Solicitor for City of Springfield
36 Court Street, Room 210
Springfield, Massachusetts 01103

To Advance Welding:

Christopher Kieb
150 Brookdale Drive
Springfield, Massachusetts 01104

With a copy to

______________________________.
______________________________.
______________________________.
______________________________.

7. Unless otherwise expressly provided herein, all notices and other communications given pursuant to this Agreement shall be in writing and shall be sent to the persons at the addresses identified above by

(1) first class, United States Mail, postage prepaid, certified, with return receipt requested, or

(2) hand delivery to the intended address, or

(3) nationally recognized overnight delivery service that provides written proof of delivery.

All such notices and other communications shall be effective on the actual date of delivery, receipt, or rejection of delivery, if known, otherwise

(i) in three (3) Business Days after deposit in United States Mail in case of (1) above,

(ii) actual delivery in case of (2) above, and

(iii) the next Business Day in case of (3) above.)

8. A. The law of the Commonwealth of Massachusetts shall govern the validity, interpretation, construction, and performance of this Agreement.

B. The sole and exclusive forum for the determination of any question of law or fact or any dispute between the parties shall be the Superior Court Department of the Trial Court of the Commonwealth of Massachusetts sitting in Hampden County or the United States District Court for the Western District, both sitting in Springfield, Massachusetts. It is the express intention of the parties that all legal actions and proceedings related to this Agreement or to any rights or relationship of the parties shall be solely and exclusively brought and heard in said courts.

[Remainder of Page Left Intentionally Blank]

[Signature Page to Follow]

Signed, under seal, by all parties, effective on the last date noted below.

Advance Welding	CITY OF SPRINGFIELD
________________________________	________________________________
By: Christopher Kieb Title; President Date Signed ______________________	Name: Kevin Kennedy_________________ Title: Chief Development Officer Date Signed ______________________
Approved as to Appropriation	Reviewed:
________________________________	________________________________
City Comptroller Date Signed ___________________	Assessors Department Date Signed ___________________
Approved as to Form:	Reviewed:
________________________________	________________________________
Law Department Date signed ____________________	Administrative and Financial Officer Date Signed ______________________
	Approved:
	____________________________________
	DOMENIC J. SARNO, Mayor Date signed ____________________

Advance Welding

DRAFT

TAX INCREMENT FINANCING PLAN

Submitted by:
CITY OF SPRINGFIELD, MA
36 Court Street
Springfield, MA 01103

For the TIF Zone including the following property:

5.38 acres on in Springfield, MA

(Assessor's Parcel ID #: 01953-0045)

Advance Welding

150 Brookdale Drive Economic Opportunity Area

June 2014

TABLE OF CONTENTS

Advance Welding

DESCRIPTION OF THE TIF ZONE

The proposed TIF Zone, which incorporates the property located at, Springfield, MA is contained within the 150 Brookdale Economic Opportunity Area. This Economic Opportunity Area is zoned Industrial A and is located in the East Springfield neighborhood of the City of Springfield, identified as an area the community would like to target industrial and commercial job creating activities. The City of Springfield had an unemployment rate of 8.9% in April, 2014.

The project proposed for Tax Increment Financing within the identified TIF Zone will establish the Advance Welding headquarters at 150 Brookdale Drive, creating 9 new jobs for Springfield and an investment of $1,125,000 for the purchase of the building and $1,363,918 in the redevelopment of the interior of the building and purchasing equipment. This project will create new tax revenue from the redeveloped square footage, provide new job opportunities and create economic spinoff to area businesses from a currently vacant property.

THE PROJECT

The project consists of moving Advance Welding, a 35 year old company, operation from its current location in West Springfield to 150 Brookdale Drive and increasing their usable space from 8,000 square feet to 41,000 square feet. Advance Welding will occupy 24,828 square feet and lease 16,172 square feet of office space to The American Red Cross. The interior of 150 Brookdale Drive will be completely redeveloped and a new layout will be created to maximize the available square footage. The manufacturing area will be outfitted with energy efficient lighting along with updated heating & air conditioning systems.

The company has been operating at 47 Allton Street in West Springfield, MA and has recently purchased the property known as 150 Brookdale Drive. The company has outgrown its space in West Springfield and identified the 150 Brookdale Drive building as appropriate for their needs. This project will create operational incentives that will lower Advance Welding's expenses and allow Advance Welding to bid more competitively on jobs in Connecticut and Massachusetts.

The ownership seeks to utilize a Tax Increment Financing plan under the Commonwealth of Massachusetts Economic Development Incentive Program (EDIP), relative to local real estate taxes. The TIF agreement is structured as a five year agreement to help the company stabilize after making this significant property investment and moving expenses related to the business.

Advance Welding

BENEFITS

Public Benefit
- A minimum of 6 new jobs created by Advance Welding.
- 9 retained jobs moved to Springfield by Advance Welding.

- New tax revenue to the city based upon the creation of building new foot print.
- Stabilizing a locally owned business to prepare it for additional and ongoing growth
- Development in an area targeted by the City for commercial investment
- Creating construction activity during the redeveloping of the vacant building.

Advance Welding
- Redevelopment of a currently vacant 41,000 square foot building
- Company investment of $2,488,918.
- New modernized facility with tremendous transportation access to the region

OWNER OF THE PROPERTY WITHIN THE TIF ZONE
The property and building will be owned by Advance Welding.

APPROVAL OF TAX INCREMENT FINANCING PROJECTS

1. **AUTHORITY TO EXECUTE TIF AGREEMENTS**
By City Ordinance, all agreements relating to local tax agreements must be approved by the City Council and executed by the Mayor. As Chief Executive Officer, the Mayor has the responsibility to negotiate agreements for the City.

2. CRITERIA FOR PROJECT REVIEW

The City of Springfield has enacted a TIF Policy which includes the following goals:

1. Stimulate job creation of permanent jobs above the average per capita income in the City of Springfield
2. Redevelopment of existing brownfields and/or vacant commercial or industrial space
3. Reconstruction/renovation/demolition of vacant commercial or industrial space
4. Encourage existing businesses to expand
5. Attract new business including: Industrial, commercial, research facilities, service/professional, hotel and other qualified businesses.

The project is located in the East Springfield neighborhood and relocates permanent jobs above the per capita income in the city, and it redevelops an existing vacant site, the city believes this project is well in line with its existing TIF Policy.

Advance Welding

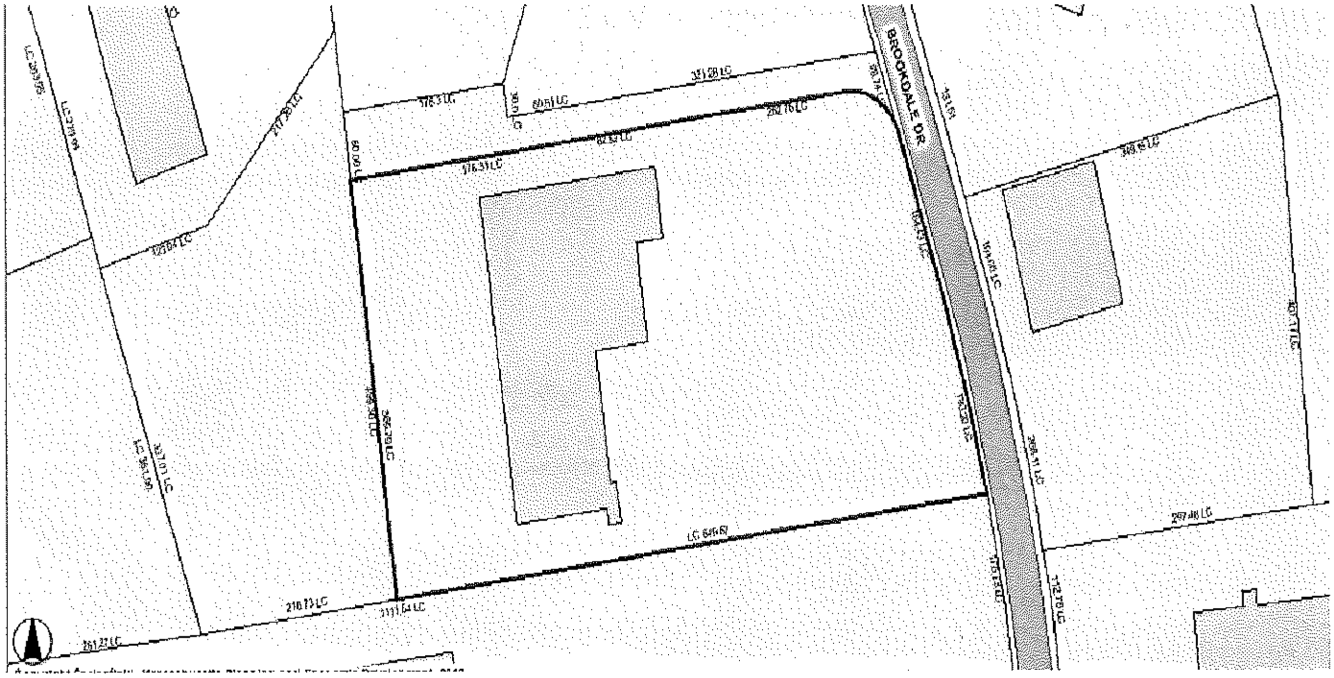
3. EVIDENCE OF LOCAL APPROVALS OF EOA/TIF ZONE WITH MAP
Resolution Attached

4. EVIDENCE OF LOCAL APPROVALS OF TIF PLAN
Resolution Attached

5. EXECUTED TIF AGREEMENT
Attached

6. EACC APPROVAL OF TIF PLAN
EACC approval will be sought on June 24, 2014

Advance Welding



MAP

150 Brookdale Drive

Economic Opportunity Area

Advance Welding

City of Springfield, Office of Planning & Economic Development

Advance Welding

Aerial

150 Brookdale Drive

Economic Opportunity Area

Advance Welding

City of Springfield, Office of Planning & Economic Development

Advance Welding Project Summary

Project Introduction

Advance Welding was incorporated in 1978 and will move its operation from 47 Allston Avenue, West Springfield to a currently vacant building at 150 Brookdale Drive in the City's East Springfield neighborhood, locating 9 retained permanent jobs to Springfield and add an additional 6 permanent full time jobs to the facility and making a total project investment of over $2,488,918. An additional tenant, the American Red Cross, will be investing an additional $860,000 into 150 Brookdale Drive.

Advance Welding since 1978 has been considered a highly regarded welding, and fabricating operation through out the region. They have been performing exceptional work for a wide range of manufacturers for the aerospace industry for manufacturers that include Hamilton Standard, General Dynamics and Parker Aerospace. The company brings an experienced, knowledgeable and trained work force and staff, bringing full design, engineering, fabrication capabilities to their clients.

The company has built up a strong niche in the aerospace industry and will bring 9 full time employees to Springfield an additional 6 permanent full time jobs to the facility. The company will maintain one location.

Property

Advance Welding will be moving its corporate headquarters from 47 Allston Avenue Street, West Springfield, MA to 150 Brookdale Drive, a 44,472 square foot vacant building in the East Springfield neighborhood. The property is assessed at $978,700 and Advance Welding purchased the property for $1,125,000.

Project

The project consists of moving Advance Welding operation to 150 Brookdale Drive and improving the building's usable space. The interior of 150 Brookdale Drive will include the complete interior renovation of the 41,000 square foot building. The area that will be used for Advance Welding will be 24,828 square feet and the Red Cross will be their tenant (The Red Cross) and occupy 16,172 square feet. Advance Welding will bring a minimum of 9 new jobs to Springfield an additional 6 permanent full time jobs to the facility in the future.

Taxes & Tax Increment Financing (TIF)

The property at 150 Brookdale Drive is assessed at $978,700. It is important to understand that under a TIF, all taxes get fully paid on existing value. As the TIF Plan only applies to new value, Advance Welding will continue to pay all baseline taxes during the proposed five-year life of the TIF. This amounts to an estimated $38,150 each year that will continue to be paid. The TIF will only apply to the 24,828 square feet that advance Welding occupies. The TIF will not apply to the 16,172 occupied by the American Red Cross.

The firm is expecting to invest $1,363,918 in construction improvements and capital equipment. Below is a graph that outlines what the TIF plan will save the company on new growth taxes, as well as what the company will pay in both baseline (existing) taxes as well as the new growth taxes.

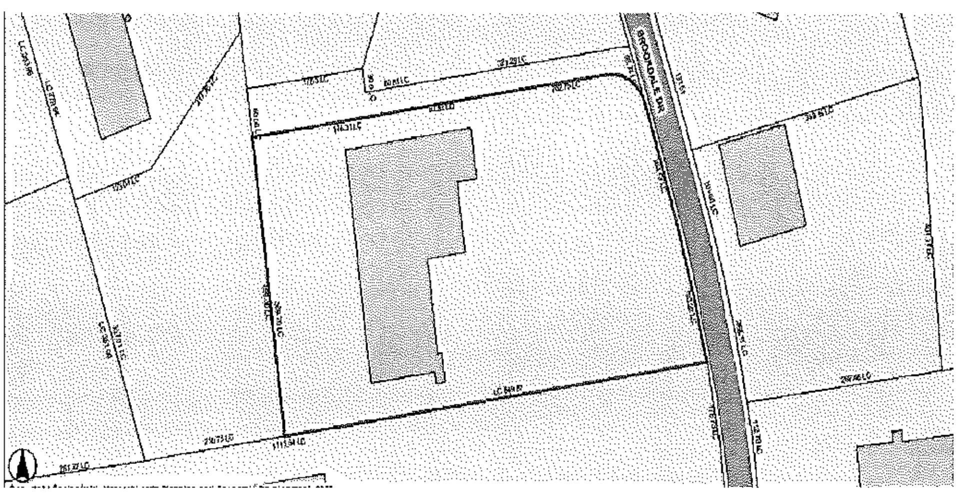
The proposed TIF plan would be for five years, and would begin in July, 2014. The schedule of exemption on new growth would be 100%, 80%, 60%, 40%, and 20% in the final year.

FY	Municipal Tax Rate Per Thousand	Baseline Assessed Value	Expected Future Value	Increase in Value	Projected Annual Property Tax Bill for Incremental	TIF/STA Yearly Exemption %	Company savings	New Growth Taxes to be paid	Base Line Value taxes to be paid	Total Taxes to be paid
2015	$38.98	$978,700	$1,468,050	$489,350	$19,075	1.00	$19,075	$0.00	$ 38,149.73	$38,149.73
2016	$38.98	$978,700	$1,541,453	$562,753	$21,936	0.8	$17,549	$4,387.22	$ 38,149.73	$42,536.95
2017	$38.98	$978,700	$1,618,525	$639,825	$24,940	0.6	$14,964	$9,976.15	$ 38,149.73	$48,125.88
2018	$38.98	$978,700	$1,699,451	$720,751	$28,095	0.4	$11,238	$16,856.93	$ 38,149.73	$55,006.66
2019	$38.98	$978,700	$1,784,424	$805,724	$31,407	0.2	$6,281	$25,125.70	$ 38,149.73	$63,275.43
TOTAL							$69,107.35	$56,346.00	$ 190,748.65	$247,094.65

Baseline Value Assessment = $978,700
Baseline Tax Bill = $38,149.73 annually
Post construction assessed value = $1,174,440

**All future values and tax projections are estimates provided for evaluation purposes.*

**Please note TIF formula will only apply to Advanced Welding utilized space at 150 Brookdale and not to other tenants*



City of Springfield

ADOPTED

Meeting: 06/02/14 07:00 PM
Initiator: Thomas Moore
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2649

Order Authorizing Application for EOA Designation and Authorizing Execution and Delivery of Tax Increment Financing (Mayor Sarno)

Order Authorizing Application for EOA Designation
and
Authorizing Execution and Delivery of Tax Increment Financing

City of Springfield, Massachusetts

Whereas, economic development is necessary for the long term financial recovery of Springfield; and

Whereas, Amasdav LLC ("the Owner") is the owner of the property known as 649 Cottage Street, Springfield, Massachusetts ("the Property") and Dave's Truck Repair is a tenant (the "Company"), who plans to occupy the Property, in the East Springfield Neighborhood of the City of Springfield (the "City"); and

Whereas, the Company plans to improve the usable space for purposes of truck repair, by redeveloping the usable space of the interior of 649 Cottage street to include the extensive renovation that will be performed within the building. The interior of 649 Cottage Street will be redeveloped to maximize the available square footage. The truck repair area will be outfitted with updated equipment along with updated heating & air conditioning systems. The project will result in a total investment of $810,500 in purchasing and redeveloping the 18,200 square feet of the two buildings (the "Project"), which includes renovations, personal property, and equipment; and

Whereas, the Company commits to the hiring a minimum of six new employees to Springfield as well as the retention of an additional employee; and

Whereas, the Owner and Company are seeking approval of certain real estate tax incentives from the City over a period of five (5) years commencing on **July 1, 2014 through June 30, 2019**; and

Whereas, the City of Springfield has been designated as an Economic Target Area ("ETA") by the Massachusetts Economic Assistance Coordinating Council ("EACC"); and

Whereas, the Property is located within an existing Enterprise Community Economic Opportunity Area ("EOA") as designated by the EACC, which existing designation has a period of less than 5 years remaining; and

Whereas, in order to provide for the proposed five (5) year tax incentive schedule, it is necessary to de-designate the Property from the existing EOA and hereby create a new EOA designation for the Property, hereby named "649 Cottage Street, A, EOA" as identified in the 649 Cottage Street Plan; and

Whereas, the City wishes to encourage the retention of manufacturing and investment, within the City, the retention of job opportunities for City residents, and economic development through the grant of certain tax incentives; and

Whereas, the Company is committed to the retention of jobs, investment and economic development, in the City, as outlined in the attached *Tax increment Financing Agreement, By and Between the City of Springfield, Amasdav, LLC, and Dave's Truck Repair, Inc.*;

NOW THEREFORE BE IT ORDERED, The Springfield City Council hereby approves and authorizes the Mayor and the Chief Development Officer to apply to the EACC for the revocation of the Property's existing EOA designation and to apply for a new EOA designation, with a term of five years, for the Property, and submit on behalf of the City of Springfield all necessary written municipal approvals pursuant to 402 CMR 2.10(5) and (6) and to take any other actions required under M.G.L. Ch. 23A, Section 3 (E) and its attendants regulations at 402 CMR 2.00;

AND IT IS FURTHER ORDERED, the Springfield City Council hereby approves and authorizes the Mayor and the Chief Development Officer, in the name of and on behalf of the City of Springfield to execute and deliver the *Tax increment Financing Agreement, By and Between the City of Springfield, Amasdav, LLC, and Dave's Truck Repair, Inc.* in substantially the form as attached hereto as Exhibit A, upon approval of the new EOA designation.

EXHIBIT A

TAX INCREMENT FINANCING AGREEMENT
BY AND AMONG
CITY OF SPRINGFIELD
AND
AMASDAV, LLC
AND
DAVE'S TRUCK REPAIR, INC.

This Agreement is made this ____________ day of June, 2014 between the **CITY OF SPRINGFIELD**, a municipal corporation with a principal place of business at 36 Court Street, Springfield, Massachusetts, acting through its Mayor (hereinafter the "City"), Amasdav, LLC, a Massachusetts Limited Liability Company, with principle place of business at 1023 Page Boulevard, Springfield, Massachusetts (hereinafter the "Amasdav"), and Dave's Truck Repair Inc**.** a for-profit corporation, organized under the laws of Massachusetts, with a principal place of business at 649 Cottage street, Springfield, Massachusetts (hereinafter "Dave's").

WITNESSETH

WHEREAS, Amasdav is the owner of the property known as 649 Cottage Street, Springfield, Massachusetts (hereinafter the "Property"); and

WHEREAS, Dave's intends to redevelop the usable space within the two existing buildings which total 18,200 square at the Property to expand manufacturing operations and warehousing in its location in the East Springfield neighborhood of the City (hereinafter the "Project"); and

WHEREAS the Project is expected to result in an estimated total capital investment of approximately $810,500 by December, 2014, while creating six new positions and retaining one additional position in Springfield.

WHEREAS the Project site, City Assessor's parcel No. 03310-0243, is located within the boundaries of and ETA created in the City, as that term is used in M.G.L. c. 23A, Section 3D, and

WHEREAS the Project site is located within an EOA in the City, as that term is used in M.G.L. c. 23A, section 3E; and

WHEREAS the Project is expected to provide economic benefits to the City in expansion of an existing building, reduction of blight, addition of employment in the East Springfield neighborhood, creation of new jobs expected to be filled by City residents, all which are likely to encourage redevelopment and employment in this area; and

WHEREAS, Amasdav, as property owner and Dave's , as property tenant are seeking a Tax Increment Financing Agreement (TIF) from the City, pursuant to M.G.L. c. 23A; c. 40, section 59; and c. 59, section 5, clause 51; and regulations issued pursuant to these statutes; and

WHEREAS, the City is willing to enter into a TIF in return for the acts of Amasdav and Dave's investing in this Project, Dave's relocating an existing facility into the city, Dave's creating new jobs for city residents, and the resulting expected improvement to the City's economy, tax base, job base, decrease of blight, and encouragement redevelopment;

NOW THEREFORE in consideration of the mutual promises contained herein, the City, Amasdav, and Dave's do mutually agree as follows:

1. This TIF Agreement will take effect upon approval from the Economic Assistance Coordinating Committee on **June 24, 2014**

2. The City, Amasdav and Dave's, upon approval from the Mayor and Springfield City Council, enter into this TIF for the Project.

3. Dave's herby agrees to

a. redevelop City Assessor Parcel No. 03310-0243 at 649 Cottage street, Springfield, Mass. (hereinafter, the "Premises");

b. make a total capital investment into the Project of approximately $810,500 including acquisition;

c. create at least six permanent full-time jobs in the City and retain one permanent full-time job as a result of the Project and to exist for the entire term of the TIF.

d. agree to use best efforts to market and recruit new employees in the City of Springfield with priority to residents of the immediate East Springfield neighborhood and to add to the level of jobs in the area during the effective dates of the TIF;

e. be responsible for payment all real estate taxes assessed on the Premises as provided in this TIF.

4. The City shall grant a TIF exemption to Amasdav and Dave's in accordance with M.G.L. c. 23A, s. 3A; c. 40, s. 59; c. 59, s. 5 as follows:

a. The exemption shall be granted and shall apply only to the new assessed value of the Premises described in the Project (the "Incremental Value").

b. The Incremental Value shall be that value which is in excess of the assessed value of the Premises for Tax Year 2014 ($401,000).

c. The exemption shall be for a period of five (5) years commencing July 1, 2014 and ending June 30, 2019.

d. The exemption shall be calculated for each Tax Year as follows:

(i) The Parties agree that the Base Valuation for this TIF is $401,000.

(ii) For tax year 2015 (July 1, 2014- June 30, 2015), 649 Cottage Street shall be assessed at the Base Valuation with 0% taxation of any Incremental Value.

(iii) For each tax year after Tax Year 2015, the Assessors for the City of Springfield shall determine the Incremental Value of the Premises for that tax year.

(iv) The City shall assess real estate taxes on a portion of the Incremental Value beginning at 20% for Tax Year 2016 and increasing by 20% each year, culminating in 100% taxation of the Incremental Value in Tax Year 2020 and no further exemption thereafter.

(v) The tax exemption to be applied to the schedule applicable to the Premises is as follows: Assessed value $401,000.

TAX YEAR	**TIF YEAR**	**% INCREMENTAL VALUE EXEMPTED**

2015	**1**	**100%**
2016	**2**	**80%**
2017	**3**	**60%**
2018	**4**	**40%**
2019	**5**	**20%**
2020		**0%**

e. Any exemptions for property taxes realized pursuant to this agreement shall be contingent upon Dave's continued occupancy of 649 Cottage Street. Except in the case of a natural disaster or similar circumstance, Dave's and Amasdav hereby agree to pay back any property tax benefits realized under this agreement in the event that Dave's ceases to occupy 649 Cottage street at any point within a period of ten (10) years after the commencement of this agreement.

5. Upon the failure of Dave's or Amasdav to comply with this TIF and to meet all of its respective obligations contained herein, the City reserves the right to apply to the Economic Assistance Coordinating Council for decertification of the Project and to terminate this TIF Agreement and discontinue all exemptions from taxation contained in this TIF Agreement commencing in the Tax Year in which the failure occurs.

6. Notices to be delivered under this TIF Agreement shall be delivered as set forth below:

To the City:

Chief Development Officer
Office of Planning & Economic Development
70 Tapley Street
Springfield, MA 01104

With a copy to

Mayor of City of Springfield
36 Court Street
Springfield, Massachusetts 01103

And a copy to

City Solicitor for City of Springfield
36 Court Street, Room 210
Springfield, Massachusetts 01103

Dave’s Truck Repair Inc:

David Proulx
1023 Page Blvd
Springfield, Massachusetts 01104

Amasdav, LLC:

Amasdav, LLC
1023 Page Boulevard
Springfield, Massachusetts 01104

7. Unless otherwise expressly provided herein, all notices and other communications given pursuant to this Agreement shall be in writing and shall be sent to the persons at the addresses identified above by

(1) first class, United States Mail, postage prepaid, certified, with return receipt requested, or

(2) hand delivery to the intended address, or

(3) nationally recognized overnight delivery service that provides written proof of delivery.

All such notices and other communications shall be effective on the actual date of delivery, receipt, or rejection of delivery, if known, otherwise

(i) in three (3) Business Days after deposit in United States Mail in case of (1) above,

(ii) actual delivery in case of (2) above, and

(iii) the next Business Day in case of (3) above.)

8. A. The law of the Commonwealth of Massachusetts shall govern the validity, interpretation, construction, and performance of this Agreement.

B. The sole and exclusive forum for the determination of any question of law or fact or any dispute between the parties shall be the Superior Court Department of the Trial Court of the Commonwealth of Massachusetts sitting in Hampden County or the United States District Court for the Western District, both sitting in Springfield, Massachusetts. It is the express intention of the parties that all legal actions and proceedings related to this Agreement or to any rights or relationship of the parties shall be solely and exclusively brought and heard in said courts.

[Remainder of Page Left Intentionally Blank]

[Signature Page to Follow]

Signed, under seal, by all parties, effective on the last date noted below.

Dave's Truck Repair Inc.

____
_
By: David
Proulx______________________________
Title: ______________________________
Date Signed _________________________
Amasdav, LLC

____
By: Name_________________________
Title__________________________ Date
Signed_______________________

CITY OF SPRINGFIELD

____

Name: Kevin Kennedy___________________
Title: Chief Development Officer Date Signed
____

Approved as to Appropriation

____

Reviewed:

____

_

City Comptroller Date Signed
____________________ Approved as to Form:
____
Law Department Date signed
____

Assessors Department Date Signed
____________________ Reviewed:
____
Administrative and Financial Officer Date Signed
_________________________ Approved:
____
DOMENIC J. SARNO, Mayor Date signed
____

Please see the formal body and attachments for all information on this item.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Kenneth E. Shea, Ward 6 Councilor
SECONDER:	Kateri B. Walsh, Vice President - At-Large Councilor
AYES:	Luna, Allen, Twiggs, Shea, Walsh, Edwards, Williams, Ramos, Rooke, Concepcion, Hurst, Ashe, Fenton

Amasdav LLC and Dave's Truck Repair Inc.

Dave's Trucking Repair Project Summary

Project Introduction

Dave's Truck Repair, Inc was incorporated on September 30, 1987 and is currently located at 1023 Page Boulevard and planning to expand its operation by adding a second location at 649 Cottage Street. The new location, which will be owned by Amasdav, LLC, is in the City's East Springfield neighborhood and is expected to create 6 new permanent jobs for Springfield to the facility and making a total project investment of $810,500.

Dave's Truck Repair, Inc since 1987 has been considered a highly regarded truck repair facility throughout the Springfield Area. Their reputation is exceptional in the trucking repair industry. The company brings experienced, knowledgeable and a trained work force. The company has built up a strong niche in the truck repair industry and will create 6 full time employees to Springfield. The company will maintain both locations.

Property

Dave's Truck Repair, Inc will maintain its 1023 Page Blvd location in Springfield and will add on a second location at 649 Cottage Street, a 2.8 acre parcel that is enhanced by two vacant buildings with a total of 18,200 square feet. The new property located in East Springfield neighborhood is currently assessed at $401,000

Project

The project consists of Dave's Truck Repair, Inc purchasing the land and the two buildings and improving the building's usable space. The interior of the two buildings located at 649 Cottage Street will include the complete interior renovation of the 18,200 square foot buildings. The two buildings will be used for Dave's Truck Repair, Inc operation only. There will be no other occupants for either building. Dave's Truck Repair, Inc will create a minimum of 6 new jobs for Springfield.

Taxes & Tax Increment Financing (TIF)

The property at 649 Cottage Street is assessed at $401,000. It is important to understand that under a TIF, all taxes get fully paid on existing value. As the TIF Plan only applies to new value, the property owner will continue to pay all baseline taxes during the proposed five-year life of the TIF. This amounts to an estimated $15,631 each year that will continue to be paid.

The firm is expecting to make a total investment of $810,500 in the purchase and redevelopment of the property. Please refer to the Estimated Value of EDIP Local Tax Incentives for the property at 649 Cottage Street. The TIF worksheet will illustrate the company's new growth taxes, as well as what the company will pay in both baseline (existing) taxes and new growth taxes.

The proposed TIF plan would be for five years, and would begin in July, 2014. The schedule of exemption on new growth would be 100%, 80%, 60%, 40%, and 20% in the final year.

Estimated Value of EDIP Local Tax Incentives for 649 Cottage Street

FY	Municipal Tax Rate Per Thousand	Baseline Assessed Value	Expected Future Value	Increase in Value	Projected Annual Property Tax Bill for Incremental	TIF/STA Yearly Exemption %	Company savings	New Growth Taxes to be paid	Base Line Value taxes to be paid	Total Taxes to be paid
2015	$38.98	$401,000	$600,000	$199,000	$7,757	1.00	$7,757	$0.00	$ 15,631.00	$15,630.98
2016	$38.98	$401,000	$630,000	$229,000	$8,926	0.8	$7,141	$1,785.28	$ 15,631.00	$17,416.26
2017	$38.98	$401,000	$661,500	$260,500	$10,154	0.6	$6,093	$4,061.72	$ 15,631.00	$19,692.70
2018	$38.98	$401,000	$694,575	$293,575	$11,444	0.4	$4,577	$6,866.13	$ 15,631.00	$22,497.11
2019	$38.98	$401,000	$729,304	$328,304	$12,797	0.2	$2,559	$10,237.82	$ 15,631.00	$25,868.80
TOTAL							$28,127.61	$22,950.96	$ 78,155.00	**$101,105.86**

Baseline Value Assessment = $401,000
Baseline Tax Bill = $15,631.00 annually
Post construction assessed value = $600,000
**All future values and tax projections are estimates provided for evaluation purposes.*

Aerial

649 Cottage Street

Economic Opportunity Area

City of Springfield, Office of Planning & Economic Development

Map

649 Cottage Street

Economic Opportunity Area

City of Springfield, Office of Planning & Economic Development

Amasdav LLC and Dave's Truck Repair Inc.

Dave's Trucking Repair Project Summary

Project Introduction

Dave's Truck Repair, Inc was incorporated on September 30, 1987 and is currently located at 1023 Page Boulevard and planning to expand its operation by adding a second location at 649 Cottage Street. The new location, which will be owned by Amasdav, LLC, is in the City's East Springfield neighborhood and is expected to create 6 new permanent jobs for Springfield to the facility and making a total project investment of $810,500.

Dave's Truck Repair, Inc since 1987 has been considered a highly regarded truck repair facility throughout the Springfield Area. Their reputation is exceptional in the trucking repair industry. The company brings experienced, knowledgeable and a trained work force. The company has built up a strong niche in the truck repair industry and will create 6 full time employees to Springfield. The company will maintain both locations.

Property

Dave's Truck Repair, Inc will maintain its 1023 Page Blvd location in Springfield and will add on a second location at 649 Cottage Street, a 2.8 acre parcel that is enhanced by two vacant buildings with a total of 18,200 square feet. The new property located in East Springfield neighborhood is currently assessed at $401,000

Project

The project consists of Dave's Truck Repair, Inc purchasing the land and the two buildings and improving the building's usable space. The interior of the two buildings located at 649 Cottage Street will include the complete interior renovation of the 18,200 square foot buildings. The two buildings will be used for Dave's Truck Repair, Inc operation only. There will be no other occupants for either building. Dave's Truck Repair, Inc will create a minimum of 6 new jobs for Springfield.

Taxes & Tax Increment Financing (TIF)

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The proposed TIF plan would be for five years, and would begin in July, 2014. The schedule of exemption on new growth would be 100%, 80%, 60%, 40%, and 20% in the final year.

Estimated Value of EDIP Local Tax Incentives for 649 Cottage Street

FY	Municipal Tax Rate Per Thousand	Baseline Assessed Value	Expected Future Value	Increase in Value	Projected Annual Property Tax Bill for Incremental	TIF/STA Yearly Exemption %	Company savings	New Growth Taxes to be paid	Base Line Value taxes to be paid	Total Taxes to be paid
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Aerial

649 Cottage Street

Economic Opportunity Area

City of Springfield, Office of Planning & Economic Development

Map

649 Cottage Street

Economic Opportunity Area

City of Springfield, Office of Planning & Economic Development

TAX INCREMENT FINANCING PLAN

Submitted by:
CITY OF SPRINGFIELD, MA
36 Court Street
Springfield, MA 01103

For the TIF Zone including the following property:

2.8 acres on in Springfield, MA

(Assessor's Parcel ID #: 03310-0243)

649 Cottage Street Economic Opportunity Area

June 2014

TABLE OF CONTENTS

DESCRIPTION OF THE TIF ZONE

The proposed TIF Zone, which incorporates the property located at 649 Cottage Street, Springfield, MA is contained within the Economic Opportunity Area. This Economic Opportunity Area is zoned Industrial A and is located in the East Springfield neighborhood of the City of Springfield, identified as an area the community would like to target industrial and commercial job creating activities. The City of Springfield had an unemployment rate of **8.9% April, 2014**.

The project proposed for Tax Increment Financing within the identified TIF Zone will establish that Dave's Truck Repair will be creating 6 new jobs for Springfield and an investment of $810,500 for the purchase of the building ($592,500) and the redevelopment of the building and purchasing equipment ($218,000). This project will create additional tax revenue from the redeveloped property, provide new job opportunities and create economic spin-off to area businesses from a currently vacant property.

THE PROJECT

The project consists of Dave's Truck Repair, Inc, a 27 year old company, expanding its operation at 1023 Page Blvd in Springfield to include 649 Cottage Street and increasing their usable space by 2.8 acres of land that is enhanced by two buildings that have a total of 18,200 square feet in building area. Dave's Truck Repair, Inc will occupy both buildings. The new property at 649 Cottage Street will be owned by Amasdav, LLC, and Dave's Truck Repair will be a tenant of the property.

Dave's has been operating at 1023 Page Blvd for several years. Amasdav, LLC, will purchase the land at 649 Cottage Street on Friday May 23, 2014. Dave's will remain at 1023 Page Boulevard, and 649 Cottage Street will be considered a new location/expansion. This project will create operational incentives that will allow Dave's Truck Repair to continue to grow, and will lower costs, allowing the business to handle the projected volume of work resulting from damaged trucks that will travel down Interstate 91 during the repair of the 91 Viaduct as well as their normal work.

Amasdav, LLC, as the property owner, seeks to utilize a Tax Increment Financing plan under the Commonwealth of Massachusetts Economic Development Incentive Program (EDIP), relative to local real estate taxes. The TIF agreement is structured as a five year agreement to help Amasdav and Dave's stabilize after making this significant property investment and moving expenses related to the business.

BENEFITS

Public Benefit

- A minimum of 6 new jobs created in Springfield by Dave's Truck Repair, Inc.

- Additional tax revenue to the city based upon the creation of building new foot print.
- Stabilizing a locally owned business to prepare it for additional and ongoing growth
- Development in an area targeted by the City for commercial investment
- Creating construction activity during the redeveloping of the vacant building.

Dave's Truck Repair, Inc - Redevelopment of a currently two vacant 18,150 square foot buildings
- Company investment of $810,500.
- New modernized facility with transportation access to the region.

OWNER OF THE PROPERTY WITHIN THE TIF ZONE
The property and building will be owned by Amasdav LLC, with Dave's Truck Repair Inc. as a tenant.

APPROVAL OF TAX INCREMENT FINANCING PROJECTS

1. **AUTHORITY TO EXECUTE TIF AGREEMENTS**
By City Ordinance, all agreements relating to local tax agreements must be approved by the City Council and executed by the Mayor. As Chief Executive Officer, the Mayor has the responsibility to negotiate agreements for the City.

2. CRITERIA FOR PROJECT REVIEW

The City of Springfield has enacted a TIF Policy which includes the following goals:

1. Stimulate job creation of permanent jobs above the average per capita income in the City of Springfield
2. Redevelopment of existing vacant commercial or industrial space
3. Reconstruction/renovation of vacant commercial or industrial space
4. Encourage existing businesses to expand
5. Attract new business including: Industrial, commercial, research facilities, service/professional, hotel and other qualified businesses.

The TIF will help create permanent jobs above the per capita income in the city, and it redevelops an existing vacant site, the city believes this project is well in line with its existing TIF Policy.

3. EVIDENCE OF LOCAL APPROVALS OF EOA/TIF ZONE WITH MAP
Resolution Attached

4. EVIDENCE OF LOCAL APPROVALS OF TIF PLAN

Resolution Attached

5. EXECUTED TIF AGREEMENT
Attached

6. EACC APPROVAL OF TIF PLAN
EACC approval will be sought on June 24, 2014

City of Springfield, Office of Planning & Economic Development

Aerial

649 Cottage Street

Economic Opportunity Area

Amasdav, LLC
&
Dave's Truck Repair Inc.

City of Springfield, Office of Planning & Economic Development

Map

649 Cottage Street

Economic Opportunity Area

Amasdav, LLC
&
Dave’s Truck Repair Inc.

City of Springfield

ADOPTED

Meeting: 06/02/14 07:00 PM
Initiator: Chris Kulig
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2639

Budget Transfer Across Departments: Treasurer to Collector - $10,000 (Mayor Sarno)

WHEREAS, to meet the expenses of the City of Springfield for the fiscal year commencing July 1, 2013 and ending June 30, 2014 (FY'14), pursuant to Mass. Gen. Laws Ch. 44, Section 33B, and Chapter 468 of the Acts of 2008, the Chief Administrative and Financial Officer and his Honor the Mayor have requested authorization from the City Council to transfer FY14 operating budget funding from Treasurer's Office Other Than Personal Services (OTPS) ($10,000.00) to Collector's Office Other Than Personal Services (OTPS) ($10,000.00); and

WHEREAS, the funding will be used to pay recording fees at the Hampden County Registry of Deeds for tax lien and tax foreclosure filings; and

WHEREAS, the Treasurer's Office - Stephen Lonergan, whose Department is in control of the appropriation from which the transfer is proposed to be made, has approved this transfer; and

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

NOW THEREFORE BE IT ORDERED, that the City Council approves the transfer of FY14 operating budget from Treasurer's Office Other Than Personal Services (OTPS) ($10,000.00) to Collector's Office Other Than Personal Services (OTPS) ($10,000.00) to pay recording fees at the Hampden County Registry of Deeds for tax lien and tax foreclosure filings.

From: Treasurer - Intergovernmental Licenses/Fees/Permits

0100-10-145-0000-0000-0010-000000-0000000-569200- $ 10,000.00

To: Collector - Legal Services

0100-10-146-0000-0000-0010-000000-0000000-530900- $ 10,000.00

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Timothy J. Rooke, At-Large Councilor
SECONDER:	Kenneth E. Shea, Ward 6 Councilor
AYES:	Luna, Allen, Twiggs, Shea, Walsh, Edwards, Williams, Ramos, Rooke, Concepcion, Hurst, Ashe, Fenton

City of Springfield
36 Court Street
Springfield, MA 01103

Division of Administration and Finance

To: **Springfield City Council**

From: **Timothy J. Plante, Chief Administrative & Financial Officer**

Date: **June 2, 2014**

Re: **Order for Council Meeting - 6/2/14**

Cc: **Mayor Sarno**

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the June 2, 2014 Council meeting, which requests City Council authorization to transfer $10,000 from the Treasurer's OTPS budget to the Collector's OTPS budget.

Background: The Collector's Office, as part of the tax title process, is required to record the placement and removal of any tax lien at the Hampden County Registry of Deeds. These fees are eventually paid by the property owner, but the City is required to pay them up front. The Treasurer's Office has identified available funding originally designated for land court that is able to be transferred.

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

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

City of Springfield

ADOPTED

Meeting: 06/02/14 07:00 PM
Initiator: Kathy Breck
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2643

Appropriation Order for Eminent Domain Taking of 91 School Street - $800,000 (Mayor Sarno)

WHEREAS, the Springfield Public Schools ("SPS") has requested that the Springfield City Council approve the eminent domain taking of 91 School Street, Springfield, MA., for use for municipal and educational purposes; and

WHEREAS, the City has been leasing the property for educational purposes since 2011, to house the SPS Parent Academy and the SPS Parent Information Center; and

WHEREAS, prior to the City's lease, the property was used for a Charter School, and contains classrooms and office areas;

WHEREAS, the City has negotiated a price for the property of $800,000.00, of which $760,000.00 would be paid from CDBG Disaster Recovery funds, and $40,000.00 would be paid with City funds; and

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

THEREFORE, 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 Eight-Hundred Thousand and 0/100 Dollars **($800,000.00)** for the anticipated eminent domain taking of 91 School Street, for municipal and educational purposes, to be paid from the following accounts:

Account# 2640-10-180-0000-1815-0010-000000-0000000-580200-64014 - $760,000.00
CDBG Disaster Recovery Account

Account #0100-10-133-0000-0000-0010-000000-0000000-580200-64014 - $ 40,000.00

FINANCIAL IMPACT:

$800,000, of which $760,000 is paid from CDBG Disaster Recovery Funds, and $40,000 is paid from City funds.

RESULT:	**ADOPTED [12 TO 1]**
MOVER:	Kenneth E. Shea, Ward 6 Councilor
SECONDER:	Thomas M. Ashe, At-Large Councilor
AYES:	Luna, Allen, Twiggs, Shea, Walsh, Edwards, Williams, Ramos, Concepcion, Hurst, Ashe, Fenton
NAYS:	Timothy J. Rooke

City of Springfield

ADOPTED

Meeting: 06/02/14 07:00 PM
Initiator: Kathy Breck
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2644

Order of Taking of 91 School Street (Mayor Sarno)

ORDER OF TAKING OF PROPERTY
FOR MUNICIPAL AND EDUCATIONAL PURPOSES

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 property located at **91 School Street** in Springfield, consisting of four (4) parcels, 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 previously approved by the City Council.

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, and excepting easements of record, rights, and interests specifically reserved herein.

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;

91 School Street, Springfield, MA: The property located at 91 School Street, City Parcels #106500044 (91 School Street -Parcels I and II), and #117500289 (South Side Union Street - Parcels III and IV), supposed to be owned by Hampden Bank, containing an area of approximately 36,030 square feet, consisting of four (4) component parcels referred to herein as Parcels I, II, III, and IV, shown on the diagram attached hereto as Exhibit A, now combined for tax purposes and referred to as 91 School Street. Such parcels are bounded and described as follows:

Parcel I:

A parcel of land in Springfield, MA., described as Parcel I in a foreclosure deed to Hampden Bank, as holder of a mortgage from School Street Properties, Inc., dated October 5, 2010, recorded in the Hampden County Registry of Deeds at Book 18872, Page 500, which is attached hereto as Exhibit B, and incorporated herein by reference, and shown as Parcel I on the diagram attached hereto as Exhibit A.

This parcel is further described as follows:

Beginning at the intersection of the southeasterly line of Union Street with the northeasterly line of School Street and running thence

N. 52° 30’ 00” E. along said Union Street, one hundred sixteen and 45/100 (116.45) feet to an iron rod at the other land now or formerly of the estate of Morris Bennett; thence

S. 37° 16’ 09” E. along last named land, one hundred thirty and 60/100 (130.60) feet to land now or formerly of Margaret A. Verba; thence

S. 55° 11’ 54” W. along last named land, one hundred twenty-one and 29/100 (121.29) feet to School Street; and thence

N. 35° 06’ 00” W. along said School Street, one hundred twenty-five (125) feet to the point of beginning.

Parcel II:

A parcel of land in Springfield, MA., described as Parcel II in a foreclosure deed to Hampden Bank, as holder of a mortgage from School Street Properties, Inc., dated October 5, 2010, recorded in the Hampden County Registry of Deeds at Book 18872, Page 500, which is attached hereto as Exhibit B, and incorporated herein by reference, and shown as Parcel II on the diagram attached hereto as Exhibit A.

This parcel is further described as follows:

Beginning at a point in the easterly line of School Street which point is distant S. 35° 06’ 00” E. as measured along said easterly line of School Street, one hundred twenty-five (125) feet from the intersection of said easterly line of School Street and the southerly line of Union Street, which point also marks the southwesterly corner of Parcel I above described; thence running

N. 55° 11’ 54” E. along said Parcel I and Parcel IV, one hundred forty-four and 36/100 (144.36) feet to a point in the westerly line of Parcel III as described herein, and running thence

S. 34° 48’ 06” E. along said Parcel III, five (5) feet to a point; running thence

N. 55° 11’ 54” E. along Parcel III, twenty-three and 30/100 (23.30) feet to a point; running thence

S. 38° 19’ 23” E. along Parcel III, seventy-five and 97/100 (75.97) feet to a point; running thence

S. 54° 59’ 42” W. along the northerly line of land now or formerly of the estate of Morris Bennett, one hundred seventy-one and 90/100 (171.90) feet to a point; running thence

N. 35° 06’ 00” W. along said easterly line of School Street, eighty-one and 44/100 (81.44) feet to the point of beginning.

Parcel III:

A parcel of land in Springfield, MA., described as Parcel III in a foreclosure deed to Hampden Bank, as holder of a mortgage from School Street Properties, Inc., dated October 5, 2010, recorded in the Hampden County Registry of Deeds at Book 18872, Page 500, which is attached hereto as Exhibit B, and incorporated herein by reference, and shown as Parcel III on the diagram attached hereto as Exhibit A.

This parcel is further described as follows:

Beginning at a point in the southwesterly corner of the parcel herein described, said point being one hundred seventy-one and 90/100 (171.90) feet easterly of the easterly line of School Street and at other land of the heirs of Morris Bennett; thence

N. 38° 19’ 23” W. seventy-five and 97/100 (75.97) feet along Parcel II to a point; thence

S. 55° 11’ 54” W. twenty-three and 30/100 (23.30) feet along Parcel II to a point; thence

N. 34° 48’ 06” W. five (5) feet along Parcel II to a point at Parcel IV described herein, land now or formerly of the heirs of Morris Bennett; thence

N. 55° 11’ 54” E. twenty-eight (28) feet along Parcel IV, land of the heirs of Morris Bennett, now or formerly to a point at land now or formerly of Morrill Stone and Virginia Nan Ring; thence

S. 38° 19’ 23” E. eighty and 96/100 (80.96) feet along land of said Morrill Stone and Virginia Nan Ring and land now or formerly of William A. and Helen F. Weiss to a point at other land of the heirs of Morris Bennett; thence

S. 54° 59’ 42” W. five and 01/100 (5.01) feet along land of the heirs of Morris Bennett to a point, to the place of beginning.

The above parcel contains five hundred twenty (520) square feet.

Parcel IV:

A parcel of land in Springfield, MA., described as Parcel IV in a foreclosure deed to Hampden Bank, as holder of a mortgage from School Street Properties, Inc., dated October 5, 2010, recorded in the Hampden County Registry of Deeds at Book 18872, Page 500, which is attached hereto as Exhibit B, and incorporated herein by reference, and shown as Parcel IV on the diagram attached hereto as Exhibit A.

This parcel is further described as follows:

A parcel containing about 7,146 square feet with the buildings thereon, bounded

EASTERLY, by land now or formerly of Mary A. T. Hayes and Margaret Hayes;

SOUTHERLY, by Parcels II & III, land now or formerly of Springfield Safe Deposit and Trust Company, Trustee;

WESTERLY, by Parcel I described herein; and

NORTHERLY, by Union Street

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**:**

Parcel/Address	Owner of Record/Mortgagee	Damage Award
91 School Street Springfield, MA	**Hampden Bank**	**$800,000.00**

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:

$800,000, with $760,000 to be paid from CDBG Disaster Recovery funds, and $40,000 to be paid from City fund, per the Appropriation Order submitted to the City Council with this order.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Kenneth E. Shea, Ward 6 Councilor
SECONDER:	Timothy J. Rooke, At-Large Councilor
AYES:	Luna, Allen, Twiggs, Shea, Walsh, Edwards, Williams, Ramos, Rooke, Concepcion, Hurst, Ashe, Fenton

Bk 18872 Pg499 #42484

EXHIBIT A

91 SCHOOL ST

June 3, 2011
Generated from the web (www.springfieldplanning.org)

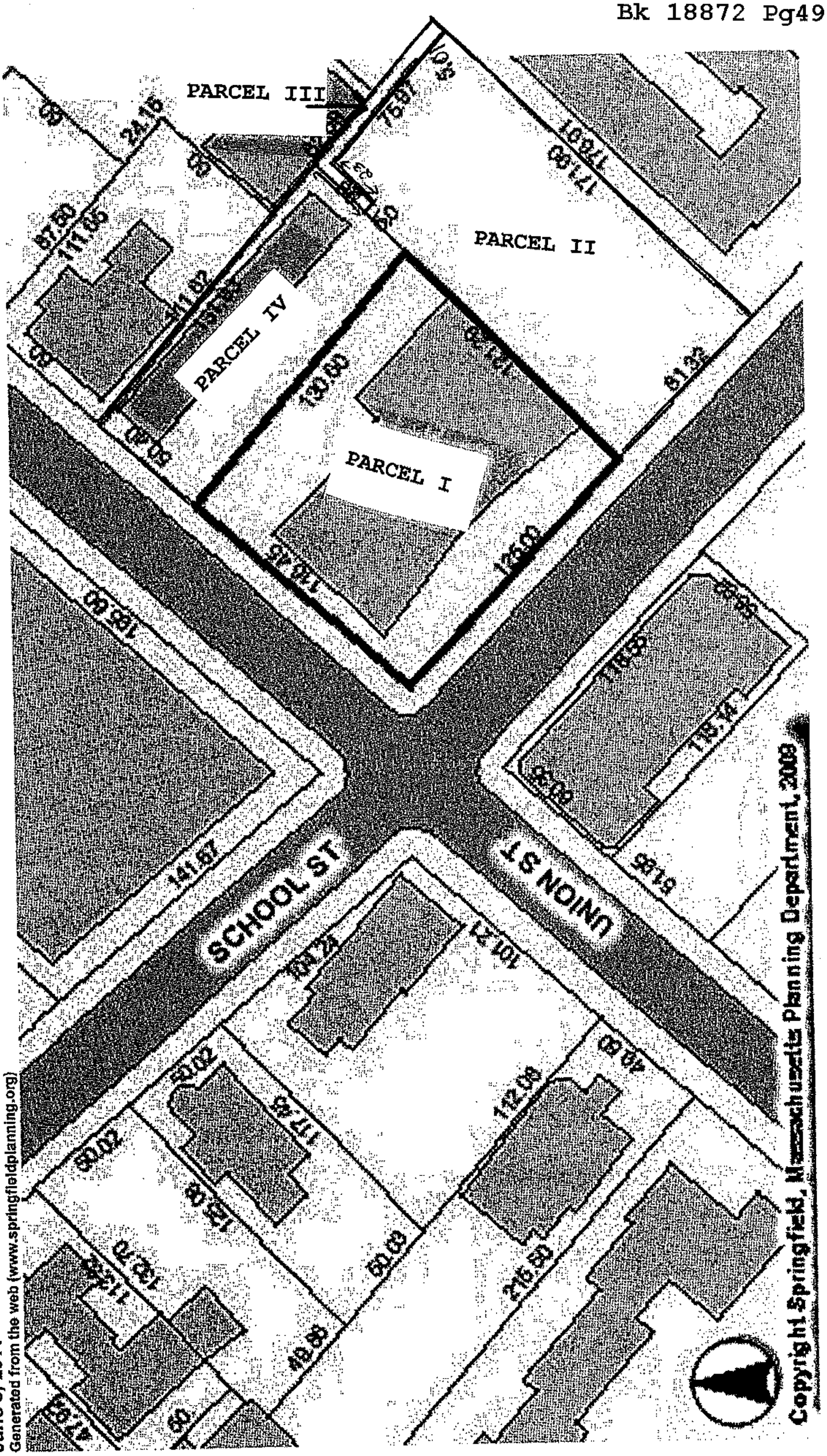

EXHIBIT B

FORECLOSURE DEED

AFFECTED PREMISES:
91-105 School Street
Springfield, Massachusetts

HAMPDEN BANK of Springfield, Hampden County, Massachusetts, the present holder of a mortgage from SCHOOL STREET PROPERTIES, INC. to HAMPDEN BANK, dated August 7, 2001 and recorded in the Hampden County Registry of Deeds in Book 11802, Page 505, as amended by a written instrument dated March 22, 2002 and recorded as aforesaid in Book 12234, Page155, by the power conferred by said mortgage and every other power,

For consideration paid of FIVE HUNDRED THOUSAND AND 00/100 Dollars ($500,000.00)

grants to HAMPDEN BANK

the premises conveyed by said mortgage:

The land with all buildings and improvements thereon, located in the City of Springfield, Hampden County, Massachusetts, bounded and described as follows:

PARCEL I:

Beginning at the intersection of the southeasterly line of Union Street with the northeasterly line of School Street and running thence

N. 52° 30' 00" E. along said Union Street, one hundred sixteen and 45/100 (116.45) feet to an iron rod at other land now or formerly of the estate of Morris Bennett; thence

S. 37° 16' 09" E. along last named land, one hundred thirty and 60/100 (130.60) feet to land now or formerly of Margaret A. Verba; thence

S. 55° 11' 54" W. along last named land, one hundred twenty-one and 29/100 (121.29) feet to School Street; and thence

N. 35° 06' 00" W. along said School Street, one hundred twenty-five (125) feet to the point of beginning.

Subject to restrictions of record.

Subject to possible water and aqueduct rights.

PARCEL II:

Beginning at a point in the easterly line of School Street which point is distant S. 35° 06' 00" E. as measured along said easterly line of School Street, one hundred twenty-five (125) feet from the intersection of said easterly line of School Street and the southerly line of Union Street, which point also marks the southwesterly corner of Parcel I above described; thence running

N. 55° 11. 54' E.	along said Parcel I, and long land now or formerly of the estate of Morris Bennet, one hundred seventy-two and 36/100 (172.36) feet to a point in the westerly line of land supposed to be now or formerly of Morrill Stone Ring, et al; running thence
S. 38° 19' 23" E.	along said westerly line of land now or formerly of Morrill Stone Ring, et al and along land supposed to be now or formerly of William A. Weiss, et ux, eighty and 96/100 (80.96) feet to a point which marks the northeasterly corner of other land now or formerly of the estate of Morris Bennett; running thence
S. 54° 59' 42" W.	along said northerly line of land now or formerly of the estate of Morris Bennett, one hundred seventy-six and 91/100 (176.91) feet to a brown stone bound in the easterly line of School Street; running thence
N. 35° 06' 00" W.	along said easterly line of School Street, eighty-one and 44/100 (81.44) feet to the point of beginning.

EXCEPTING from Parcel II so much of the same as was conveyed by George B. Corcoran, Jr., et al Trustees to Bertha Bennett, et als, by deed dated October 6, 1961 and recorded in the Hampden County Registry of Deeds in Book 2845, Page 575.

Parcel I and II being the same premises as conveyed by deed of Attilio F. Cardaropoli, individually and as Trustee of 91 School Street Realty Trust to School Street Properties, Inc. dated August 7, 2001 and recorded in the Hampden County Registry of Deeds in Book 11802, Page 502.

The land, with the buildings and improvements thereon, located in Springfield, Hampden County, Massachusetts, bounded and described as follows:

PARCEL III:

Beginning at a point in the southwesterly corner of the parcel herein described, said point being one hundred seventy-one and 90/100 (171.90) feet easterly of the easterly line of School Street and at other land of the heirs of Morris Bennett; thence

N. 38° 19' 23" W.	seventy-five and 97/100 (75.97) feet along land to a point; thence
S. 55° 11' 54" W.	twenty-three and 30/100 (23.30) feet along other land to a point; thence
N. 34° 48' 06" W.	five (5) feet along land to a point at land now or formerly of the heirs of Morris Bennett; thence
N. 55° 11' 54" E.	twenty-eight (28) feet along land of the heirs of Morris Bennett, now or formerly to a point at land now or formerly of Morrill Stone and Virginia Nan Ring; thence
S. 38° 19' 23" E.	eighty and 96/100 (80.96) feet along land of said Morrill Stone and Virginia Nan Ring and land now or formerly of William A. and Helen F. Weiss to a point at other land of the heirs of Morris Bennett; thence

S. 54° 59' 42" W. five and 01/100 (5.01) feet along land of the heirs of Morris Bennett to a point, to the place of beginning.

The above parcel contains five hundred twenty (520) square feet.

PARCEL IV:

A parcel containing about twenty-one thousand eight hundred ten (21,810) square feet, with the buildings thereon, bounded

EASTERLY by land now or formerly of Mary A. T. Hayes and Margaret Hayes;

SOUTHERLY by land now or formerly of Springfield Safe Deposit and Trust Company, Trustee;

WESTERLY by School Street; and

NORTHERLY by Union Street and numbered 297 Union Street, as shown on Plans 421 on file in the office of the Springfield Board of Assessors.

EXCEPTING so much thereof as was conveyed to Joseph B. Cowell by deed of Bertha Bennett et als., dated October 3, 1960, and recorded as aforesaid in Book 2786, Page 196.

Parcel III and IV being the same premises as conveyed by deed of Attilio F. Cardaropoli and Rosemarie Cardaropoli, individually and as Trustees of 105 School Street Realty Trust to School Street Properties, Inc. dated August 7, 2001 and recorded in the Hampden County Registry of Deeds in Book 11802, Page 499.

Subject to restrictions of record if any are still in force and effect.

IN WITNESS WHEREOF, HAMPDEN BANK has caused its corporate seal to be hereto affixed and these presents to be signed, in its name and behalf this 5th day of October, 2010.

HAMPDEN BANK,

By: Nancy D. Mirkin
Title: Vice President

COMMONWEALTH OF MASSACHUSETTS

Hampden, ss

October 5, 2010

On this day, before me, the undersigned notary public, personally appeared Nancy D. Mirkin, the Vice President of Hampden Bank, proved to me through satisfactory evidence of identification to be the person whose name is signed hereinabove in my presence and acknowledged to me that he signed the document voluntarily, for its stated purpose and with authority on behalf of Hampden Bank.

Susan L. Scantlen

Susan L. Scantlen, Notary Public
My commission expires: 11/03/11

AFFIDAVIT

I, Nancy D. Mirkin, Vice President, Hampden Bank (the "Bank"), named in the foregoing Foreclosure Deed, make oath and say that the principal and interest obligation mentioned in the Mortgage above referenced to the Bank, dated August 7, 2001 and recorded in the Hampden County Registry of Deeds in Book 11802, Page 505, as amended by a written instrument dated March 22, 2002 and recorded as aforesaid in Book 12234, Page155 was not paid or tendered or performed when due or prior to the sale, and that I caused to be published on September 10, 2010; September 17, 2010; and September 24, 2010 in *The Republican*, a newspaper published or by its title page purporting to be published in, Hampden County, Massachusetts, a notice, a true copy of which is attached hereto as Exhibit "A".

I also complied with Chapter 244, Section 14 of Massachusetts General Laws, as amended, mailing the required notices, certified mail, return receipt requested. Pursuant to said notice at the time and place therein appointed, the Bank sold the mortgaged premises at public auction by Corey Fisher, a duly licensed auctioneer of Aaron Posnick & Associates to Hampden Bank, for a bid in the amount of Five Hundred Thousand 00/100 Dollars ($500,000.00), being the highest bid made therefor at said auction.

Signed this 5th day of October, 2010 under the penalties of perjury.

Hampden Bank

By: Nancy D. Mirkin
Title: Vice President

COMMONWEALTH OF MASSACHUSETTS

Hampden, ss. October 5, 2010

On this day, before me, the undersigned notary public, personally appeared Nancy D. Mirkin, Vice President, Hampden Bank, proved to me through satisfactory evidence of identification to be the person whose name is signed hereinabove in my presence and acknowledged to me that he signed the document voluntarily, for its stated purpose and with authority on behalf of Hampden Bank.

Susan L Scantlen

Susan C. Scantlen Notary Public
My commission expires: 11/03/11

Z:\clients\hampden\School Street Properties\Foreclosure Affidavit.doc

EXHIBIT A

MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by SCHOOL STREET PROPERTIES, INC. (the "Mortgagor") to HAMPDEN BANK (the "Mortgagee"), dated August 7, 2001 and recorded in the Hampden County Registry of Deeds in Book 11802, Page 505, as amended by a written instrument dated March 22, 2002 and recorded, as aforesaid, in Book 12234, Page 155, which Mortgage the undersigned is the present holder, for breach of the conditions of said Mortgage and for the purpose of foreclosing, the same will be sold at Public Auction on Monday, October 4, 2010, at 11:00 A.M., on the mortgaged premises below described, being known and numbered as 91-105 School Street, Springfield, Hampden County, Massachusetts more particularly described as follows:

The land with all buildings and improvements thereon, located in the City of Springfield, Hampden County, Massachusetts, bounded and described as follows:

PARCEL I:
Beginning at the intersection of the southeasterly line of Union Street with the northeasterly line of School Street and running thence
N. 52° 30' 00" E. along said Union Street, one hundred sixteen and 45/100 (116.45) feet to an iron rod at other land now or formerly of the estate of Morris Bennett; thence
S. 37° 16' 09" E. along last named land, one hundred thirty and 60/100 (130.60) feet to land now or formerly of Margaret A. Verba; thence
S. 55° 11' 54" W. along last named land, one hundred twenty-one and 29/100 (121.29) feet to School Street; and thence
N. 35° 06' 00" W. along said School Street, one hundred twenty-five (125) feet to the point of beginning.
Subject to restrictions of record.
Subject to possible water and aqueduct rights.

PARCEL II:
Beginning at a point in the easterly line of School Street which point is distant S. 35° 06' 00" E. as measured along said easterly line of School Street, one hundred twenty-five (125) feet from the intersection of said easterly line of School Street and the southerly line of Union Street, which point also marks the southwesterly corner of Parcel I above described; thence running
N. 55° 11' 54" E. along said Parcel I, and along land now or formerly of the estate of Morris Bennet, one hundred seventy-two and 36/100 (172.36) feet to a point in the westerly line of land supposed to be now or formerly of Morrill Stone Ring, et al; running thence
S. 38° 19' 23" E. along said westerly line of land now or formerly of Morrill Stone Ring, et al and along land supposed to be now or formerly of William A. Weiss, et ux, eighty and 96/100 (80.96) feet to a point which marks the northeasterly corner of other land now or formerly of the estate of Morris Bennett; running thence
S. 54° 59' 42" W. along said

Springfield

northerly line of land now or formerly of the estate of Morris Bennett, one hundred seventy-six and 91/100 (176.91) feet to a brown stone bound in the easterly line of School Street; running thence
N. 35° 06' 00" W. along said easterly line of School Street, eighty-one and 44/100 (81.44) feet to the point of beginning.

EXCEPTING from Parcel II so much of the same as was conveyed by George B. Corcoran, Jr., et al Trustees to Bertha Bennett, et als, by deed dated October 6, 1961 and recorded in the Hampden County Registry of Deeds in Book 2848, Page 575.

Parcel I and II being the same premises as conveyed by deed of Attilio F. Cardaropoli, individually and as Trustee of 91 School Street Realty Trust to School Street Properties, Inc. dated August 7, 2001 and recorded in the Hampden County Registry of Deeds in Book 11802, Page 502.

The land, with the buildings and improvements thereon, located in Springfield, Hampden County, Massachusetts, bounded and described as follows:

PARCEL III:
Beginning at a point in the southwesterly corner of the parcel herein described, said point being one hundred seventy-one and 90/100 (171.90) feet easterly of the easterly line of School Street and at other land of the heirs of Morris Bennett; thence
N. 38° 19' 23" W. seventy-five and 97/100 (75.97) feet along land to a point; thence
S. 55° 11' 54" W. twenty-three and 30/100 (23.30) feet along other land to a point; thence
N. 34° 48' 06" W. five (5) feet along land to a point at land now or formerly of the heirs of Morris Bennett; thence
N. 55° 11' 54" E. twenty-eight (28) feet along land of the heirs of Morris Bennett, now or formerly to a point at land now or formerly of Morrill Stone and Virginia Nan Ring; thence
S. 38° 19' 23" E. eighty and 96/100 (80.96) feet along land of said Morrill Stone and Virginia Nan Ring and land now or formerly of William A. and Helen F. Weiss to a point at other land of the heirs of Morris Bennett; thence
S. 54° 59' 42" W. five and 01/100 (5.01) feet along land of the heirs of Morris Bennett to a point, to the place of beginning.

The above parcel contains five hundred twenty (520) square feet.

PARCEL IV:
A parcel containing about twenty-one thousand eight hundred ten (21,810) square feet, with the buildings thereon, bounded
EASTERLY by land now or formerly of Mary A. T. Hayes and Margaret Hayes;
SOUTHERLY by land now or formerly of Springfield Safe Deposit and Trust Company, Trustee;
WESTERLY by School Street; and
NORTHERLY by Union Street and numbered 297 Union Street, as shown on Plans 421 on file in the office of the Springfield Board of Assessors,

EXCEPTING so much thereof as was conveyed to Joseph B. Cowell by deed of Bertha Bennett et als., dated October 3, 1960, and recorded as aforesaid, in Book 2785, Page 196.

Parcel III and IV being the same premises as conveyed by deed of Attilio F. Cardaropoli and Rosemarie Cardaropoli, individually and as Trustees of 105 School Street Realty Trust to School Street Properties, Inc. dated August 7, 2001 and recorded in the Hampden County Registry of Deeds in Book 11802, Page 499.

The above premises will be sold subject to and/or with the benefit of any and all restrictions, easements, improvements, covenants, outstanding tax titles, municipal or other public taxes, assessments, liens, mortgages or claims in the nature of liens, and existing encumbrances of record superior to the Mortgage, if any.

Said premises will also be sold subject to all leases and tenancies having priority over said mortgage, to tenancies or occupation by persons on the premises now or at the time of said auction, which tenancies or occupations are subject to said mortgage, to rights or claims in personal property installed by tenants or former tenants now located on the premises, and also to laws and ordinances including, but not limited to, all building and zoning laws and ordinances.

TERMS OF SALE:
A deposit of FIFTY THOUSAND ($50,000.00) DOLLARS will be required to be paid in cash or by certified check by the purchaser at the time and place of sale as an initial deposit in escrow with O'Connell, Plumb & MacKinnon, P.C., 75 Market Place, Springfield, Massachusetts 01103. The purchaser shall within 5 business days of the sale increase the deposit to a sum equal to 10% of the purchase price by delivering the amount necessary to O'Connell, Plumb & MacKinnon, P.C. in cash or certified check. The balance is to be paid in cash, or by certified check, within thirty (30) days thereafter and the Deed transferred contemporaneously therewith. The successful bidder at the sale shall be required to sign a Memorandum of Terms of Sale containing the above terms at the Auction Sale.

The purchaser will be responsible for all closing costs, Massachusetts deed excise stamps and all recording fees. Other terms, if any, to be announced at the sale.

The Seller reserves the right to sell to the second highest bidder in the event that the highest bidder defaults. However, this reservation of rights should not be construed as requiring the Seller to sell to the second highest bidder in the event of such a default.

This sale may be postponed or adjourned by public proclamation from time to time, if necessary, at the scheduled time and place of sale. The description of the premises contained in said Mortgage shall control in the event of a typographical error in this publication.

HAMPDEN BANK
The Present Holder of said Mortgage
By: __________
Jerry B. Plumb, Jr.,
Its Attorney
O'Connell, Plumb, &
MacKinnon P.C.
75 Market Place
Springfield, MA 01103
(413) 733-9111
(September 10, 17, 24)

DONALD E. ASHE, REGISTER
HAMPDEN COUNTY REGISTRY OF DEEDS

DONALD E. ASHE, REGISTER
HAMPDEN COUNTY REGISTRY OF DEEDS

City of Springfield

ADOPTED

Meeting: 06/02/14 07:00 PM
Initiator: Melvyn Altman
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2640

Order Authorizing Mayor to Execute Quitclaim Deed for Sale of 136 Walnut St. to YMM Services Inc. (Mayor Sarno)

WHEREAS, the City of Springfield acquired title to land, with building thereon, located in Springfield, Massachusetts known as 136 Walnut Street through tax title foreclosure proceedings in Land Court; and

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

WHEREAS, the Office of Procurement solicited request for proposals for the purchase and redevelopment of said property pursuant to RFP (Bid) Number SPG-14-024; and

WHEREAS, the Mayor upon the recommendation of the City's RFP Review Committee has accepted the proposal submitted by YMM Services Inc.

NOW THEREFORE BE IT ORDERED, that the Mayor be and is hereby authorized in the name of and on behalf of the City of Springfield to execute and deliver a quitclaim deed to YMM Services Inc. for the transfer of title to 136 Walnut Street for consideration of One Thousand and 00/100 Dollars ($1,000.00) in substantially the same form as the draft deed attached hereto.

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

MASSACHUSETTS QUITCLAIM DEED BY CORPORATION (short form)

KNOW ALL PERSONS BY THESE PRESENTS that **CITY OF SPRINGFIELD** ("Grantor"), a municipal corporation duly established under the laws of the Commonwealth of Massachusetts and having its usual place of business at 36 Court Street, Springfield, Hampden County, Massachusetts, for consideration paid and in full consideration of **ONE THOUSAND AND 00/100 DOLLARS ($1,000.00)**, grants to **YMM SERVICES INC.** ("Grantee"), a Massachusetts corporation with a principal office at 295 Allen Street, Springfield, Massachusetts 01108, with **QUITCLAIM COVENANTS**, the land in said Springfield, described as follows:

Land, with building thereon, known as **136 Walnut Street (Parcel-ID # 11952-0035),** and being the parcel described in a deed recorded October 30, 2008, in Hampden County Registry of Deeds, Book 17528, Page 127, and supposed to contain about 11,321 square feet; and being the same parcel described in an Instrument of Taking dated December 31, 2009, and recorded in Hampden County Registry of Deeds, Book 18188, Page 289; and also being the same parcel foreclosed by Final Judgment of the Land Court entered on March 26, 2012, in Case No.: 10 TL 141300, and recorded in Hampden County Registry of Deeds, Book 19198, Page 404 (hereinafter referred to as the "Property').

The Property is sold pursuant to Chapter 30B of the Massachusetts General Laws "as is" and is conveyed subject to the following conditions, restrictions or covenants ("hereinafter called Protective Restrictions") which are to be taken and construed as running with the Property and are to be binding upon said Grantee, its successors, assigns, grantees and lessees for a term of thirty years after the date of this deed creating them unless released by the City of Springfield:

(1) Rehabilitation of the building on the Property shall be completed by the Grantee within one year from the date of transfer of title; (2) A full site plan review shall be completed by the City of Springfield Department of Public Works prior to issuing a Certificate of Occupancy to the Grantee; (3) All landscaping, fencing and/or paving of the Property shall be completed by the Grantee within one year from the date of transfer of title; (4) All rehabilitation, landscaping, fencing and/or paving of the Property shall be done in accordance with the plans approved by the City of Springfield's Office of Planning & Economic Development and Department of Public Works; (5) All graffiti, weeds, brush, trash, rubbish and debris shall be removed from the Property by the Grantee within thirty days from the date of transfer of title, and must be maintained free of same for the duration of ownership; (6) The Property cannot be used as a used car sales business, as an auto body repair business, as a motor vehicle rental business, for temporary car storage and as a multifamily dwelling; (7) When the Property is sold in the future, the special permit granted by the Springfield City Council to the Grantee on February 24, 2014 will not be transferable to a new owner; and (8) If the Grantee violates the Protective Restrictions or any term and condition of sale, the City of Springfield reserves the right to revert the Property back to city ownership at no cost and for no consideration. At closing, the Grantee shall execute a Reverter Deed to the City of Springfield which shall be held in escrow by the City pending the

satisfaction of the Protective Restrictions. If the Reverter Deed has not been recorded within two years from the date of transfer of title, then the City of Springfield's right of reverter shall be deemed to have lapsed. Prior to recording the Reverter Deed, the City shall provide written notice via certified mail to the Grantee of its violations of the Protective Restrictions and a sixty day opportunity to cure said violations.

This deed shall also be subject to all easements and restrictions of record, if any, lawfully existing in, upon or over said Property or appurtenant thereto.

There has been full compliance with the provisions of Chapter 44, Section 63A of the Massachusetts General Laws.

The Mayor has received the appropriate affidavit as prescribed in Chapter 60, Section 77B of the Massachusetts General Laws.

IN WITNESS WHEREOF, the said **CITY OF SPRINGFIELD** has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged, and delivered in its name and behalf by Domenic J. Sarno, its Mayor, hereto duly authorized, this _____ day of _______________, 2014, executing this instrument by authority granted by Chapter 40, Section 3 of the Massachusetts General Laws and by Order passed by its City Council on_______________, 2014, and attached hereto as Exhibit "A".

CITY OF SPRINGFIELD

By_____________________________________
Domenic J. Sarno, Mayor

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, ss. Springfield, Massachusetts

On this ________ day of _________________, 2014, before me, the undersigned Notary Public, personally appeared the above-named Domenic J. Sarno, Mayor, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, and acknowledged to me that he executed the same as his free act and deed, and as the free act and deed of the City of Springfield.

____
Melvyn W. Altman
Notary Public
My Commission Expires: 12/16/2016

City of Springfield

ADOPTED

Meeting: 06/02/14 07:00 PM
Initiator: Ryan J. Barry
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2646

Order Approving Exchange of Land (Mayor Sarno)

WHEREAS, the City desires to obtain two (2) parcels of land on Garfield Street from Glenshane I, LLC ("Glenshane"), to use for parking for the Forest Park Middle School; and

WHEREAS, Glenshane desires to obtain a parcel of land on Garfield Street from the City, to use as a parking lot for the apartment building owned by Glenshane located at 356-364 Belmont Avenue; and

WHEREAS, the parcels owned by Glenshane and sought by the City consist of approximately 4,400 square feet of land, are located at NS Garfield Street, Springfield, MA, are designated as Parcel No. 01235-0077 in the records of the Assessor, and are marked as Parcels A and B on the plan attached hereto as Exhibit #1 ("Parcels A and B"); and

WHEREAS, the parcel owned by the City and sought by Glenshane consists of approximately 5,500 square feet of land, is located at NS Garfield Street, Springfield, MA, is designated as Parcel No. 05520-0018 in the records of the Assessor, and is marked as Parcel C on the plan attached hereto as Exhibit #1 ("Parcel C"); and

WHEREAS, the appraised value of Parcel C is equal to the combined appraised values of Parcels A and B; and

WHEREAS, the City and Glenshane have agreed to exchange title to said parcels with no further consideration; and

WHEREAS, In November, 2013, the Massachusetts Legislature and the Governor approved a Special Act known as Chapter 161 of the Acts of 2013, authorizing the City and Glenshane to exchange title to said parcels under the terms described herein, which special act is attached hereto as Exhibit #2;

NOW THEREFORE, BE IT ORDERED, pursuant to Chapter 161 of the Acts of 2013, and in compliance with Chapter 30B, section 16, subsections (a), (b) and (g), that the City Council hereby authorizes the Mayor, on behalf of the City, to take all steps necessary to deliver a deed and transfer title of Parcel C to Glenshane, as consideration for the transfer of Parcels A and B from Glenshane to the City, and to accept a deed and the transfer of title of Parcels A and B from Glenshane, and to take any actions necessary to effectuate said transfer.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Kateri B. Walsh, Vice President - At-Large Councilor
SECONDER:	Kenneth E. Shea, Ward 6 Councilor
AYES:	Luna, Allen, Twiggs, Shea, Walsh, Edwards, Williams, Ramos, Rooke, Concepcion, Hurst, Ashe, Fenton

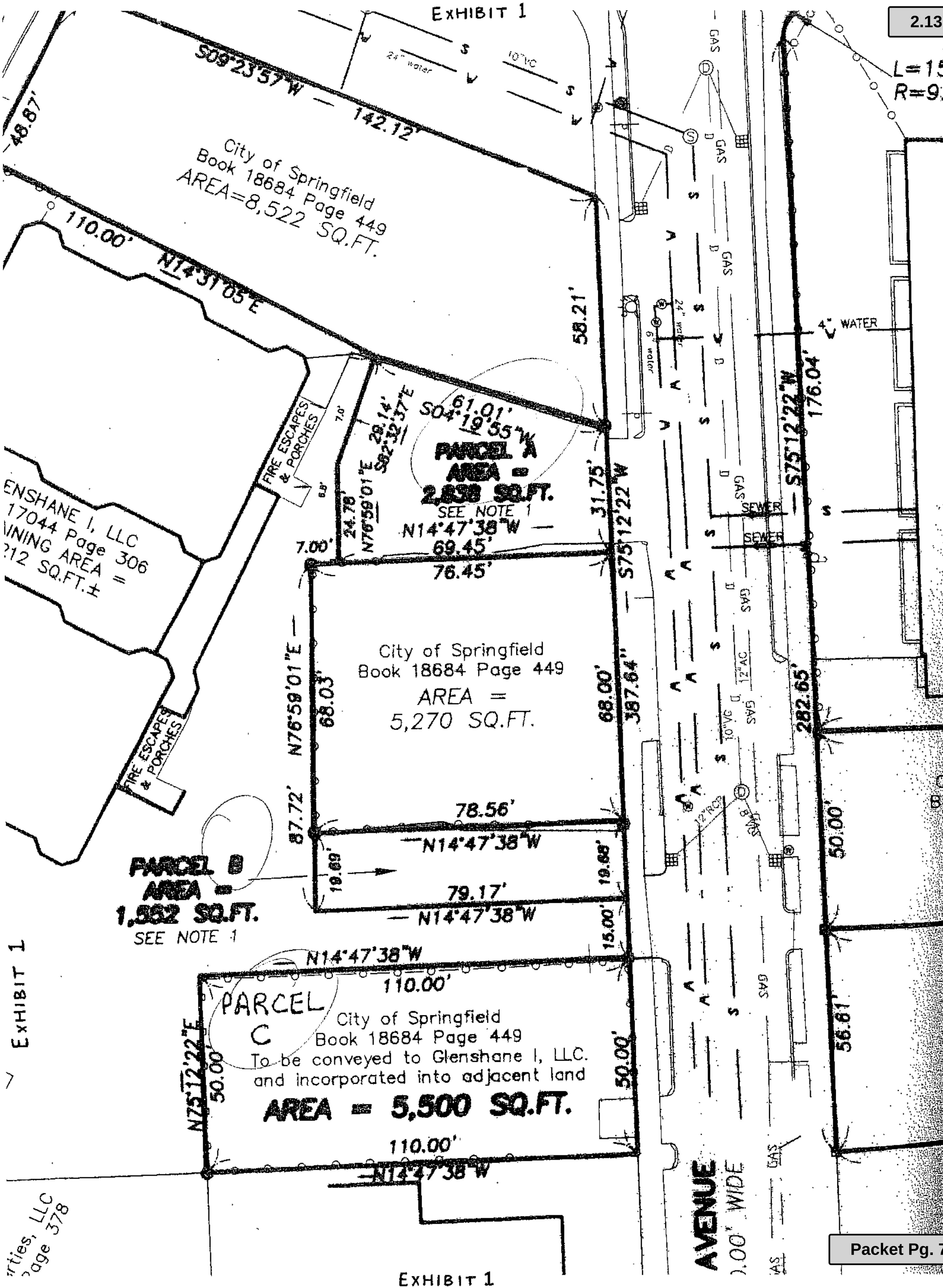
EXHIBIT 1
S09°23'57"W
142.12'
24" water
10" VC
48.87'
City of Springfield
Book 18684 Page 449
AREA=8,522 SQ.FT.
110.00'
N14°31'05"E
58.21'
GAS
24" water
6" water
4" WATER
L=15
R=9
FIRE ESCAPES & PORCHES
7.0'
6.8'
61.01'
S04°19'55"W
28.14'
S82°32'37"E
PARCEL A
AREA = 2,838 SQ.FT.
SEE NOTE 1
24.78'
N76°59'01"E
N14°47'38"W
69.45'
7.00'
76.45'
31.75'
S75°12'22"W
176.04'
S75°12'22"W
SEWER
SEWER
ENSHANE I, LLC
17044 Page 306
INING AREA =
212 SQ.FT.±
City of Springfield
Book 18684 Page 449
AREA = 5,270 SQ.FT.
N76°59'01"E
68.03'
68.00'
387.64'
282.65'
12" AC
10" VC
12" RCP
FIRE ESCAPES & PORCHES
87.72'
78.56'
N14°47'38"W
PARCEL B
AREA = 1,552 SQ.FT.
SEE NOTE 1
18.69'
18.68'
79.17'
N14°47'38"W
15.00'
50.00'
N14°47'38"W
110.00'
PARCEL C
City of Springfield
Book 18684 Page 449
To be conveyed to Glenshane I, LLC.
and incorporated into adjacent land
AREA = 5,500 SQ.FT.
N75°12'22"E
50.00'
50.00'
56.61'
110.00'
N14°47'38"W
EXHIBIT 1
AVENUE
.00' WIDE
rties, LLC
Page 378
EXHIBIT 1

The Commonwealth of Massachusetts

HOUSE OF REPRESENTATIVES
STATE HOUSE, BOSTON 02133-1054

SEAN F. CURRAN
REPRESENTATIVE
9TH HAMPDEN DISTRICT

COMMITTEES:
Elder Affairs
Municipalities and Regional Government
Housing

DISTRICT OFFICE
430 Springfield Street
Springfield, MA 01107
Tel. (413) 746-2728

November 27, 2013

City Solicitor Edward Pikula
Springfield City Hall
36 Court Street
Springfield, MA 01103

Dear Attorney Pikula,

Governor Patrick just signed the enclosed land exchange impacting Forest Park Middle School.

If you have any questions, don't hesitate to contact me at 413-636-6021.

Sincerely,

Sean Curran

RECEIVED
DEC 02 2013
CITY OF SPRINGFIELD
Law Department

H 3784

Chapter 161.

THE COMMONWEALTH OF MASSACHUSETTS

In the Year Two Thousand and Thirteen

AN ACT AUTHORIZING THE CITY OF SPRINGFIELD TO EXCHANGE PARCELS OF LAND.

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

SECTION 1. Notwithstanding any general or special law to the contrary but subject to subsections (a), (b) and (g) of section 16 of chapter 30B of the General Laws, the city of Springfield may, for the purposes of acquiring other land for parking for the Forest Park middle school, convey a certain parcel of land upon such terms and conditions as the mayor shall determine to be in the best interests of the city to Glenshane I, LLC, hereinafter "Glenshane", or its successors and assigns then owning the apartment buildings at 356-364 Belmont avenue for use as a parking lot for the apartment buildings. The parcel to be conveyed includes "North Side Garfield Street", city parcel number 05520-0018, as referenced in a deed recorded with the Hampden registry of deeds in book 18684, page 449, which is further identified as parcel C on a plan entitled "Plan of Land in Springfield, Massachusetts, Surveyed for the City of Springfield", dated March 23, 2012, on file with the Hampden registry of deeds in plan book 364, page 61. The complete parcel to be conveyed is more particularly described as follows:

Beginning at bound at the intersection of the southerly sideline of Garfield Avenue and the westerly sideline of Oakland Street and running thence;

Northwesterly, on a curve to the left, having a radius of 9.87 feet, along land now or formerly of the City of Springfield, 15.67 feet to a point, thence;

S75-12'22"W along last named land, 216.26 feet to a point, thence;

N14-47'-38"W, along Garfield avenue, 50.00 feet to a point, thence;

N75-12'-22"E, along parcel B, land now or formerly of the city of Springfield, parcel A and land now or formerly of the city of Springfield, 177.62 feet to a point, thence;

N09-23'-57"E, along last named land, 135.81 feet to a point, thence;

Southerly, on a curve to the right, having a radius of 30.00 feet, along the southerly sideline of Oakland street, 14.13 feet to a point, thence;

S13-49'-27"E, last named land, 88.22 feet to a point, thence;

Southwesterly, on a curve to the right, having a radius of 22.00 feet, along last named land, 19.91 feet to a point, thence;

S14-47'-38"E, along last named land, 78.56 feet to a point, thence;

containing an area of 14,952 square feet, more or less.

Attachment: Exhibit 2 to CC Order for FPMS Land Swap - Approved Special Act (2646 : Order Approving Exchange of Land)

SECTION 2. Notwithstanding any general or special law to the contrary and as a condition of as consideration for the conveyance authorized in section 1, Glenshane shall transfer to the city of Springfield 2 parcels of land identified as parcel A and parcel B on the plan described in said section 1, and such parcels shall be acquired and held for municipal purposes under the jurisdiction of the school department of the city. Parcel A is more particularly described as follows:

Beginning at an iron pipe at the southwest corner of land now or formerly of the city of Springfield, on a northerly sideline of Garfield avenue, and running thence;

S75-12'-22"W along the northerly sideline of Garfield avenue, 31.75 feet to a point, thence;

N14-47'-38"W, along land now or formerly of the city of Springfield, 69.45 feet to a point, thence;

N76-59'-01"E, along land now or formerly of Glenshane I, LLC, 24.78 feet to a point, thence;

S82-32'-37"W, along last named land, 29.14 feet to a point, thence;

S04-19'-55"W, along land now or formerly of the city of Springfield, 61.01 feet to a point of beginning;

containing an area of 2,838 square feet, more or less.

Parcel B is more particularly described as follows:

Beginning at an iron pipe at the southwest corner of land now or formerly of the city of Springfield, on the northerly sideline of Garfield avenue, and running thence;

S75-12'-22"W along the northerly sideline of Garfield avenue, 19.68 feet to a point, thence;

N14-47'-38"W, along land now or formerly of Glenshane I, LLC, 79.17 feet to a point, thence;

N76-59'-01"E, along last named land, 19.69 feet an iron pipe, thence;

S14-47'-38"E, along land now or formerly of the city of Springfield, 78.56 feet to a point of beginning;

containing an area of 1,552 square feet, more or less.

SECTION 3. The fair market value of the parcels to be conveyed by Glenshane to the city of Springfield as described in section 2 shall be equal to or greater than the fair market value of the property to be conveyed by the city to Glenshane as described in section 1, as determined by an independent appraisal. For the purposes of the appraisal, the fair market value of the property shall be calculated in its highest and best use and, where applicable, as assembled with other lands owned or otherwise controlled by Glenshane. If there is a disparity in these values in favor of the city, then Glenshane shall, as a condition of the transfer, release the city from all financial liability for the difference in value.

SECTION 4. This act shall take effect upon its passage.

H 3784

House of Representatives, November 21, 2013.

Passed to be enacted, Paul J Donato, Speaker.

In Senate, November 21, 2013.

Passed to be enacted, [signature], President.

26 November, 2013.

Approved,

at 2 o'clock and 20 minutes, P. M.

[signature]

Governor

City of Springfield
36 Court Street
Springfield, MA 01103

ADOPTED

ORDINANCE 2014-8

Meeting: 06/02/14 07:00 PM
Department: Law
Category: Local Law
Prepared By: Ryan J. Barry
Initiator: Ryan J. Barry
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2610 B

Amending Chapter 100 of the City Ordinances

AMENDING CHAPTER 100 OF THE REVISED ORDINANCES
OF THE CITY OF SPRINGFIELD

Be it ordained by the Springfield City Council that Chapter 100 of the Revised Ordinances of the City of Springfield is hereby amended by adding a Section 100-21 as follows:

§ 100-21 Payment Deadlines and Penalties

A. All fines, fees and penalties under this Chapter shall be due and payable thirty (30) days from the date printed on the bill or other notice.

B. If payment of a fine, fee or penalty is not made within thirty (30) days of the date printed on the bill or other notice, a late payment charge of twenty-five dollars ($25.00) shall be assessed for each individual fine, fee or penalty, regardless of whether they appear on the same or separate bills or other notices.

C. If payment of a fine, fee or penalty is not made within sixty (60) days of the date printed on the bill or other notice, interest at twelve percent (12%) per annum shall be assessed on all outstanding amounts, including the amount of late payment charges imposed under Section 100-21(B).

D. Fines, fees, penalties and associated late payment charges and interest under this Chapter shall be collected by the City Collector or his/her designated deputies.

E. Outstanding fees and associated late payment charges and interest shall become a municipal lien against the property associated with the permit, inspection or service in accordance with the provisions of M.G.L. c. 40 § 58; provided however, that this paragraph shall not apply where the entity that owes the fee rents the property associated with the permit, inspection or service from another.

This ordinance shall become effective immediately upon final passage.

Approved as to form:

____

Ryan J. Barry
Associate City Solicitor

HISTORY:

05/19/14 City Council FIRST STEP Next: 06/02/14

RESULT:	**SECOND & THIRD STEPS [UNANIMOUS]**
MOVER:	Melvin A. Edwards, Ward 3 Councilor
SECONDER:	E. Henry Twiggs, Ward 4 Councilor
AYES:	Luna, Allen, Twiggs, Shea, Walsh, Edwards, Williams, Ramos, Rooke, Concepcion, Hurst, Ashe, Fenton

AMENDING CHAPTER 100 OF THE REVISED ORDINANCES OF THE CITY OF SPRINGFIELD

Be it ordained by the Springfield City Council that Chapter 100 of the Revised Ordinances of the City of Springfield is hereby amended by adding a Section 100-21 as follows:

§ 100-21 Payment Deadlines and Penalties

A. All fines, fees and penalties under this Chapter shall be due and payable thirty (30) days from the date printed on the bill or other notice.

B. If payment of a fine, fee or penalty is not made within thirty (30) days of the date printed on the bill or other notice, a late payment charge of twenty-five dollars ($25.00) shall be assessed for each individual fine, fee or penalty, regardless of whether they appear on the same or separate bills or other notices.

C. If payment of a fine, fee or penalty is not made within sixty (60) days of the date printed on the bill or other notice, interest at twelve percent (12%) per annum shall be assessed on all outstanding amounts, including the amount of late payment charges imposed under Section 100-21(B).

D. Fines, fees, penalties and associated late payment charges and interest under this Chapter shall be collected by the City Collector or his/her designated deputies.

E. Outstanding fees and associated late payment charges and interest shall become a municipal lien against the property associated with the permit, inspection or service in accordance with the provisions of M.G.L. c. 40 § 58; provided however, that this paragraph shall not apply where the entity that owes the fee rents the property associated with the permit, inspection or service from another.

This ordinance shall become effective immediately upon final passage.

Approved as to form:

Ryan J. Barry
Associate City Solicitor

City of Springfield

ADOPTED

Meeting: 06/02/14 07:00 PM
Initiator: Ronald Molina-Brantley
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2637 A

Green Repairs Bond - $3,021,233.92 (Mayor Sarno)

BOND ORDER TO PAY FOR ADDITIONAL COSTS TO VARIOUS GREEN COMMUNITIES SCHOOL BUILDINGS

BE IT ORDERED THAT: the City appropriates Three Million Twenty One Thousand Two Hundred Thirty Three Dollars ($3,021,233)to pay additional costs of making energy efficiency improvements to various school buildings as set forth in Exhibit A hereto, including the payment of all other costs incidental and related thereto; 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, Section 7(3B) of the General Laws, or pursuant to any other enabling authority, and to issue bonds or notes of the City therefore.

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

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Kenneth E. Shea, Ward 6 Councilor
SECONDER:	Bud L. Williams, At-Large Councilor
AYES:	Luna, Allen, Twiggs, Shea, Walsh, Edwards, Williams, Ramos, Rooke, Concepcion, Hurst, Ashe, Fenton

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: June 2, 2014

Re: Order for Council Meeting – 6/2/2014

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 Three Million Twenty One Thousand Two Hundred Thirty Three Dollars ($3,021,233) to pay additional costs of making energy efficiency improvements to various school buildings.

Background: In working with our bond counsel to meet legal requirements to issue BANs on time, it was noticed that the Green Repairs project was originally authorized by the Council on October 26, 2009, but did not have the adequate approval for bond authorization. The additional authorization is simply the City's 20% match of the $26 million Green Repairs project.

The MSBA Green Repair Program yielded the City of Springfield roughly $26 million in improvements to 18 schools. The repairs program repaired or replaced roofs, windows and/or boilers in public school facilities that were otherwise structurally and functionally sound costing the City approximately $5 million.

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

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