



CITY OF SPRINGFIELD

City Clerk's Office 10/1/2014 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 October 6, 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 October 6, 2014 at Springfield City Hall -- Council Chambers, 36 Court Street, Springfield, MA.

Communications

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

ATTACHMENTS:

- August Revenue Vs Expenditure Report (PDF)

Reports of Committee

Informational

- (1.) From BPW re:Memorial Drive –
Memorial Drive
(2.) From BPW re:Longhill Street –
Longhill Street
(3.) From BPW re:Central Street –
Central Street

Grants

- (4.) Grant Acceptance - No Match Required \$379,540.61 (Mayor Sarno)

ATTACHMENTS:

- Springfield SSY Contract Amd 6-Sept 2014 (1) (PDF)
- AWARD NOTIFICATION EMAIL - SSYI (DOCX)

- (5.) Health Services for the Homeless - \$197,570.00 (Mayor Sarno)

ATTACHMENTS:

- Health Services for the Homeless (PDF)

- (6.) HUD Continuum of Care Grant - \$195,451 (Mayor Sarno)

ATTACHMENTS:

- CoC - HUD (PDF)

- (7.) Library Trust Income - Annual Amount - \$140,000 (Mayor Sarno)

ATTACHMENTS:

- Library Trust (PDF)
- Request for Grant Set-Up SLF Trusts and Endowments 9 25 2014 (DOC)

(8.) Early Childhood Resource Center Grant - \$21,000 (Mayor Sarno)**ATTACHMENTS:**

- FY15 Springfield EEC Contract (PDF)
- FY15 SPRINGFIELD SOW ECRC (PDF)
- Request for Grant Set-Up Form ECRC 8 2014 (DOC)

(9.) MCC Grant Acceptance - No Match Required \$11,300 (Mayor Sarno)**ATTACHMENTS:**

- Mass Cultural Grant (PDF)
- Request for Grant Set-Up Form MCC 9 18 2014 (DOC)

(10.) Fire Donation - \$800.00 (Mayor Sarno)**ATTACHMENTS:**

- Fire Donation(PDF)

General Business**(11.) Budget Transfer Across Departments \$110,148.04 (Mayor Sarno)**

Budget Transfer Across Departments \$110,148.04

ATTACHMENTS:

- Copy of C20 Retro Summary by Org-Obj by FY 09262014 (XLSX)
- CAFO Certification UFCW retro transfer (PDF)

(12.) Reserve for Contingencies to Parks - \$30,000 (Mayor Sarno)**ATTACHMENTS:**

- CAFO Certification Parks Afterschool (PDF)

(13.) Reserve for Contingencies to Veteran's - \$30,000 (Mayor Sarno)**ATTACHMENTS:**

- CAFO Certification Vet Position (DOCX)

(14.) Order Authorizing and Approving Disposition of Property at 380 Bay Street (Mayor Sarno)

The City proposes to transfer 380 Bay Street to the Buyer for \$3,000.00.

ATTACHMENTS:

- Order #2791 - Exhibit A, Draft Deed and Land Disposition Agreement for 380 Bay Street (PDF)
- Order #2791 - Informational Attachments for 380 Bay Street Disposition (PDF)

(15.) Order Authorizing and Approving Disposition of 858 Rear State St. and 864 State St. (Mayor Sarno)

The City proposes to sell the Properties for consideration of \$51,000.00.

ATTACHMENTS:

- Order #2795 - Informational Exhibits for Disposition of 858 Rear State St. and 864 State St. (PDF)
- Order #2795 - Exhibit A, Deed and Land Disposition Agreement, 858 Rear State St. and 864 State St. (PDF)

(16.) (ID # 2650) - Ordinance Ethics Amendment - 2Nd Step**(17.) (ID # 2796) - An Order Amending Chapter 100 of the City Ordinances****ATTACHMENTS:**

- Order Amending Chapter 100 of City Ordinances - signed 10-1-14 (PDF)
- Revised Fire Department Fee Schedule (PDF)

(18.) Palmer Renewable Energy Appeal

Suspension of Rules

(19.) New North Citizens Council - No Match - \$25,000 (Mayor Sarno)

ATTACHMENTS:

- North End Council - grant set up (PDF)
- North End Council grant - Parks (PDF)

(20.) Transfer from Stabilization - \$1,000,000 (Mayor Sarno)



City of Springfield

SCHEDULED

Meeting: 10/06/14 07:00 PM
Initiator: Pat Burns
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2782

2.1

August Revenue Vs. Expenditure Report (Mayor Sarno)

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

For the period ended
08/31/14

Revenues and Other Sources:	Revised Budget	Actual	Variance Over/(Under)	%
Real Estate & Personal Property Taxes	\$ 174,280,896	\$ 41,656,181	\$ (132,624,715)	24%
Real Estate & Personal Property Taxes - Tax Liens	-	436,180	436,180	0%
Motor Vehicle Excise	8,800,000	740,383	(8,059,617)	8%
Penalties, interest and other taxes	4,984,500	790,645	(4,193,855)	16%
Charges for Services	14,774,922	1,997,713	(12,777,209)	14%
Intergovernmental	345,803,578	56,980,317	(288,823,262)	16%
MSBA Payments	14,794,410	-	(14,794,410)	0%
Licenses and Permits	6,009,143	677,741	(5,331,402)	11%
Fines and Forfeits	316,300	66,476	(249,824)	21%
Interest earned on Investments	1,196,859	73,230	(1,123,629)	6%
Miscellaneous	8,106,100	1,518,867	(6,587,233)	19%
FY 2013 Net School Spending Shortfall (a.)	10,000,000	10,000,000	-	100%
Stabilization Reserves	2,856,130	2,856,130	-	100%
Other Financing Sources	-	3,853,110	3,853,110	0%
Total Revenues and Other Sources	591,922,838	121,646,972	(470,275,866)	21%
Expenditures and Other Uses:				
General government	19,817,650	4,783,699	15,033,951	24%
Public safety				
Police	40,386,314	6,300,410	34,085,905	16%
Fire	20,293,920	3,477,199	16,816,721	17%
Centralized Dispatch	1,676,719	308,469	1,368,250	18%
Other	3,430,409	919,581	2,510,829	27%
Health and Welfare	4,933,005	789,589	4,143,416	16%
Public works	10,115,556	4,871,317	5,244,239	48%
Education	379,413,118	44,176,844	335,236,275	12%
Culture and recreation	12,376,041	3,806,643	8,569,399	31%
Pension and fringe	53,177,581	30,831,424	22,346,157	58%
State and district assessments	3,288,772	542,997	2,745,775	17%
Debt Service	38,090,246	25,796,518	12,293,728	68%
Pay as you go Capital	892,052	91,696	800,356	10%
Other Financing Use - Trash Enterprise Supplement	4,031,454	4,031,454	-	100%
Total Expenditures and Other Uses	591,922,838	130,727,837	461,195,001	22%
Excess (deficiency) of revenues and other sources over expenditures and other uses	\$ -	\$ (9,080,865)	\$ (9,080,865)	

(a.) The FY 2014 Net School Spending Requirement shortfall must be appropriated in the School Budget pursuant to Chapter 70. Section 11 of the Education Reform Act of 1993.

CITY OF SPRINGFIELD, MASSACHUSETTS
Budget and Actual - General Fund
Expenditures and Encumbrances
For the period ended
08/31/14

Expenditures and Other Uses:	Original Budget	Transfers In/(Out)	Revised Budget	Expenditure	Encumbrance	Variance Over/(Under)	%
General government	19,817,650	-	19,817,650	3,553,882	1,229,817	15,033,951	24%
Public safety							
Police	40,386,314	-	40,386,314	5,510,811	789,599	34,085,905	16%
Fire	20,293,920	-	20,293,920	3,169,371	307,827	16,816,721	17%
Centralized Dispatch	1,676,719	-	1,676,719	291,527	16,942	1,368,250	18%
Other	3,430,409	-	3,430,409	453,062	466,519	2,510,829	27%
Health and Welfare	4,933,005	-	4,933,005	767,785	21,804	4,143,416	16%
Public works	10,115,556	-	10,115,556	4,336,986	534,331	5,244,239	48%
Education	369,413,118	10,000,000	379,413,118	36,305,757	7,871,087	335,236,275	12%
Culture and recreation	12,376,041	-	12,376,041	2,532,750	1,273,893	8,569,399	31%
Pension and fringe	53,177,581	-	53,177,581	31,161,424	(330,000)	22,346,157	58%
State and district assessments	3,288,772	-	3,288,772	542,997	-	2,745,775	17%
Debt Service	38,090,246	-	38,090,246	25,796,518	-	12,293,728	68%
Pay as you go Capital	892,052	-	892,052	-	91,696	800,356	10%
Other Financing Use - Trash Enterprise Supplement	4,031,454	-	4,031,454	4,031,454	-	-	100%
Total Expenditures and Other Uses	581,922,838	10,000,000	591,922,838	118,454,323	12,273,514	461,195,001	22%



City of Springfield

SCHEDULED

Meeting: 10/06/14 07:00 PM
Initiator: James Czach
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2785

1.1

Order of Location for the Installation and Maintenance of Underground Utilities

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

IT IS HEREBY ORDERED:

That the COMCAST, be and it is hereby granted a location for and permission to
Memorial Drive

Memorial Drive

Memorial Drive

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

I hereby certify that the foregoing order was adopted at a meeting of the City Council of the City of Springfield, Massachusetts held on October 6, 2014

City Clerk

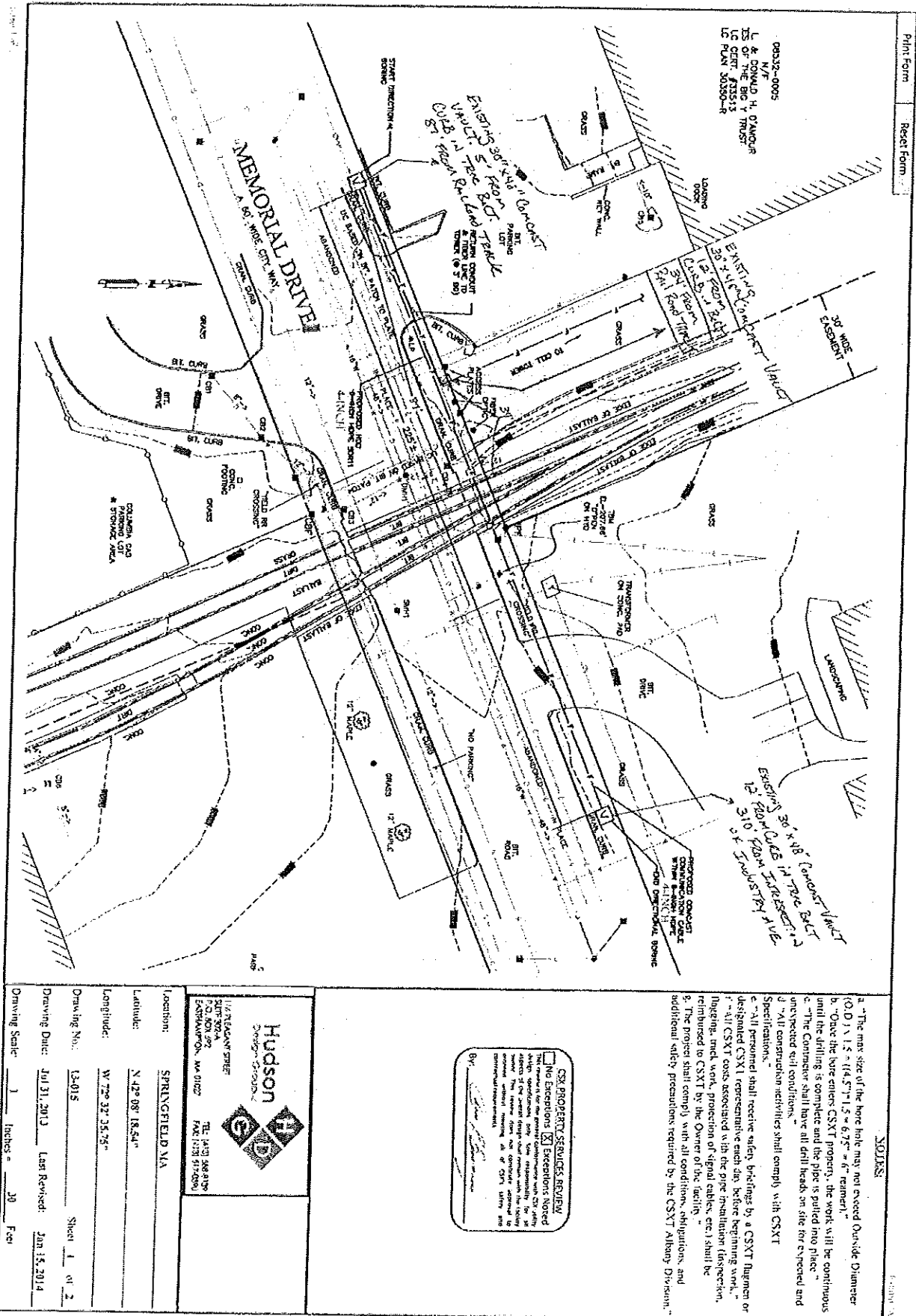
We hereby certify that on September 29, 2014, at 5:45 PM, at In Parking Lot of #90 Memorial Drive a public hearing was held on the petition of the COMCAST for permission to complete the above mentioned request.

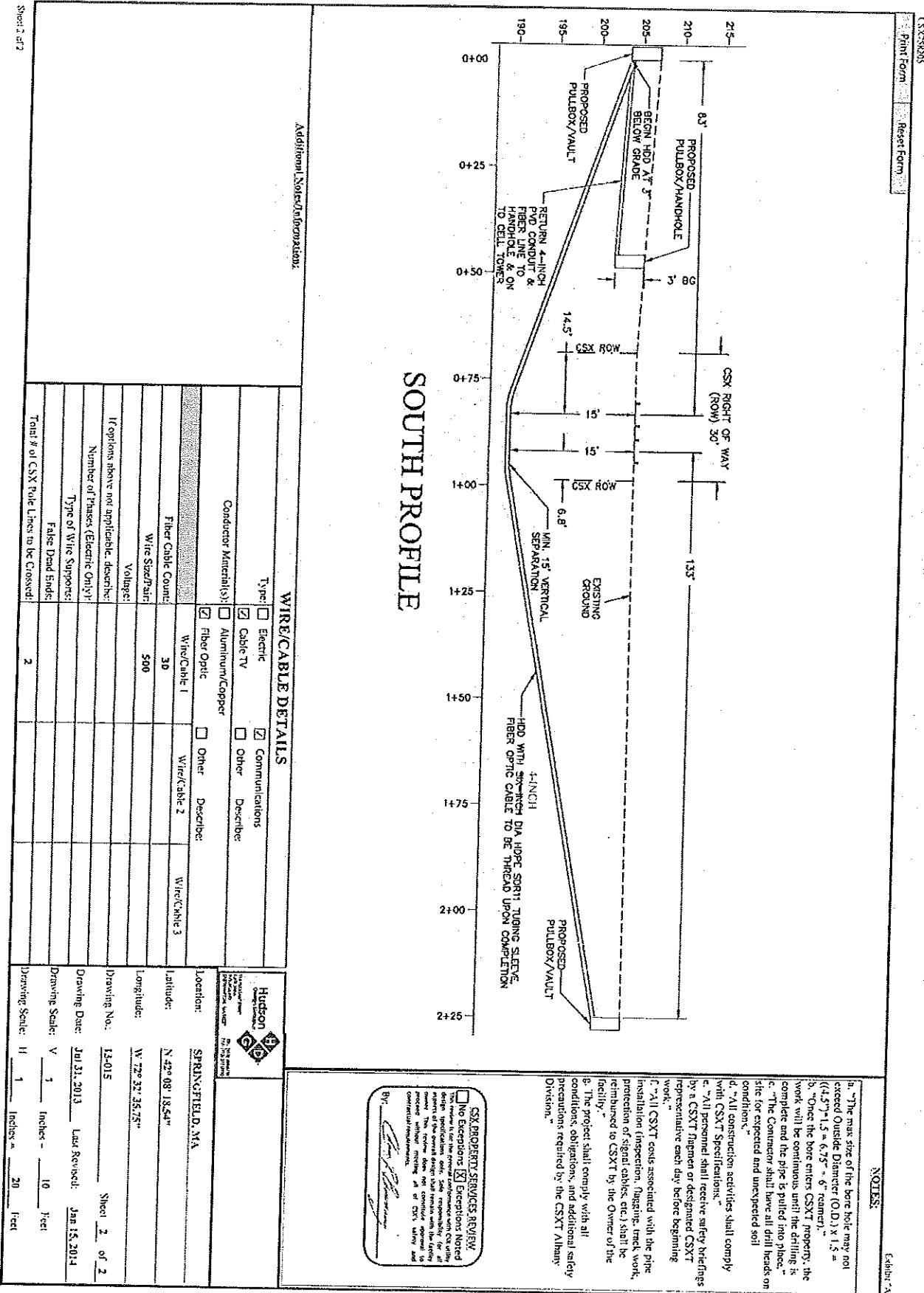
City Clerk

I hereby certify that the foregoing is a true copy of a location order and certificate of hearing with notice adopted by the City Council of the City of Springfield, Massachusetts, on the October 6, 2014, and recorded with the records of location orders of said city. This certified copy is made under the provision of Chapter 166 of the General Laws and any additions thereto or amendments thereof.

Attest:

City Clerk





CITY OF SPRINGFIELD**CITY CLERK'S OFFICE**

September 15, 2014

Notice is hereby given that the Board of Public Works will give a hearing **in front of #90 Memorial Drive** on **September 29, 2014 at 5:45 P.M.** to all parties interested in the petition of Comcast to install 279' and 65' of 4" PVC Conduit with Fiber Optic Coaxial Cable.

By Order of the City Council

Wayman Lee, Esquire

City Clerk

FOR INFORMATION CALL:

BOARD OF PUBLIC WORKS
70 TAPLEY STREET
SPRINGFIELD, MA 01104
413-784-4884

Attachment: abutter notice for Comcast 9-29-2014 (2785 : Memorial Drive)



City of Springfield

SCHEDULED

Meeting: 10/06/14 07:00 PM
Initiator: James Czach
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2787

1.2

Order of Location for the Installation and Maintenance of Underground Utilities

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

IT IS HEREBY ORDERED:

That the COLUMBIA GAS OF MASSACHUSETTS, be and it is hereby granted a location for
and permission to
Longhill Street

Longhill Street

Longhill Street

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

I hereby certify that the foregoing order was adopted at a meeting of the City Council of the City of Springfield, Massachusetts held on October 6, 2014

City Clerk

We hereby certify that on September 29, 2014, at 5:45 PM, at In Front of #432 Longhill Street a public hearing was held on the petition of the COLUMBIA GAS OF MASSACHUSETTS for permission to complete the above mentioned request.

City Clerk

I hereby certify that the foregoing is a true copy of a location order and certificate of hearing with notice adopted by the City Council of the City of Springfield, Massachusetts, on the October 6, 2014, and recorded with the records of location orders of said city. This certified copy is made under the provision of Chapter 166 of the General Laws and any additions thereto or amendments thereof.

Attest:

City Clerk

Columbia Gas[®] of Massachusetts

A NiSource Company

JOB ORDER NUMBER (INSTALL) 14-0824403-00
PROJECT ID 14-24982
432 LONGHILL ST, SPRINGFIELD MA
JOB TYPE: 555

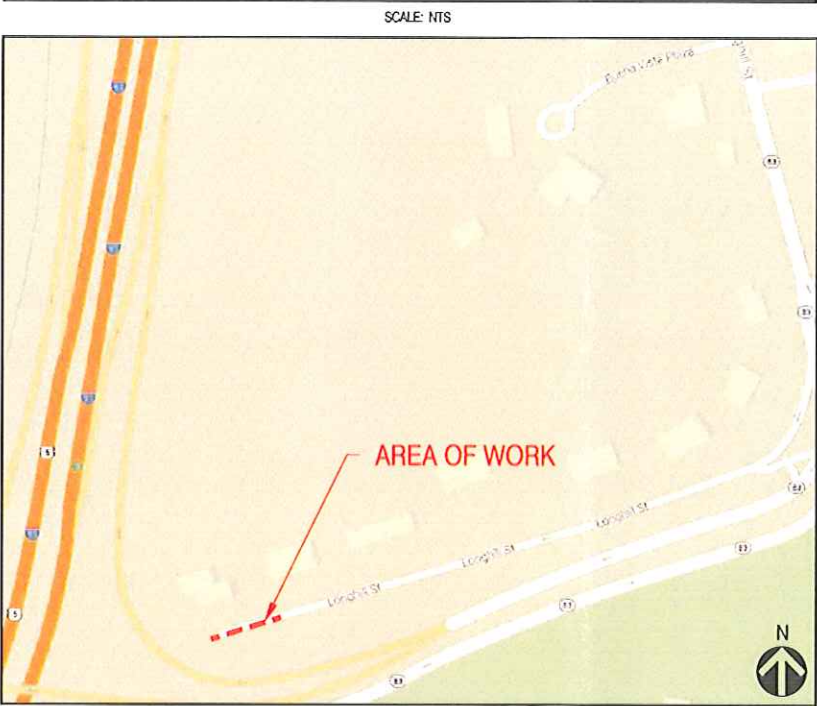


Know what's below.
Call before you dig.

PROJECT INFORMATION

FIELD ENGINEER/TECHNICIAN:	RICHARD SALVAREZZA
CONSTRUCTION FLL:	MARK PARISEAU
PERMITS:	SPRINGFIELD DPW
TCC:	8200
COUNTY:	HAMPDEN
TAX DISTRICT:	0000244
MAP NUMBER:	16
SYSTEM NUMBER(S):	60003054
24 HR. EMERGENCY LINE:	COLUMBIA GAS OF MASSACHUSETTS 1-800-525-8222

VICINITY MAP



SHEET INDEX

DWG.	DESCRIPTION
T-1	TITLE SHEET
L-1	LAYOUT SHEET
D-1	CONSTRUCTION DETAILS

PROJECT SUMMARY TABLE

PROPOSED INSTALLATION			PROPOSED ABANDONMENT		
LENGTH (FT)	SIZE (IN)	TYPE	LENGTH (FT)	SIZE (IN)	TYPE
125'	4"	PH	0'		
125'	TOTAL INSTALLATION (FEET)		0'	TOTAL ABANDONMENT (FEET)	
PROPOSED GAS SERVICES					
	REPLACEMENTS	TIE OVERS	TOTAL SERVICES	METER OUTS	
ESTIMATED GAS SERVICES	0	0	1	0	

LEGEND

EXISTING GAS MAIN	TEST WELL
EXISTING GAS MAIN TO BE ABANDONED	REGULATOR STATION
PROPOSED GAS MAIN	SINGLE CUSTOMER REGULATOR
PROPOSED GAS MAIN UPRATE	METER
COATED STEEL GAS MAIN	METER WITH REGULATOR
CAST IRON GAS MAIN	TEST POINT (STATION)
BARE STEEL GAS MAIN	GAS SERVICE TIE-OVER
WROUGHT IRON GAS MAIN	GAS SERVICE REPLACEMENT
HIGH DENSITY POLYETHYLENE GAS MAIN	METER MOVE OUT
MEDIUM DENSITY POLYETHYLENE GAS MAIN	TELEPHONE MANHOLE
ELECTRONIC MARKER	DRAIN MANHOLE
LOW PRESSURE	ELECTRIC MANHOLE
INTERMEDIATE PRESSURE	CATCH DRAIN
MEDIUM PRESSURE	SEWER MANHOLE
HIGH PRESSURE	FIRE HYDRANT
ATTACHED	UTILITY POLE
BRIDGE HANGER	WETLAND
BUILDING HANGER	GAS VALVE
DIRECTIONAL BORE	CRITICAL GAS VALVE
INSERTED	PRESSURE CONTROL FITTING
OPEN CUT	TRANSITION
PNEUMATIC BORE	END CAP
PLOVED	REDUCER
ROOF TOP	
EXISTING	
PROPOSED	
W1	WELD LOCATION
T1	GAS MAIN TIE IN LOCATION
A1	GAS MAIN ABANDONMENT LOCATION

PROJECT DESCRIPTION

INSTALL MAIN EXTENSION TO 432 LONGHILL ST IN SPRINGFIELD MA. INSTALL 125' OF 4" HPLP AND 1 60' SERVICE.

GENERAL NOTES

- THE PROPOSED GAS MAIN SHOWN IS APPROXIMATE AND SUBJECT TO CHANGE.
- PROPERTY LINE, STRUCTURES, STREET LINE, ETC. WAS COMPILED THE COLUMBIA GAS GIS DATA BASE AND ARE TO BE CONSIDERED APPROXIMATE.
- EXISTING UTILITIES, WHERE SHOWN, HAVE BEEN COMPILED FROM ABOVE GROUND EVIDENCE ONLY AND ARE TO BE CONSIDERED APPROXIMATE. COLUMBIA GAS DOES NOT GUARANTEE THE LOCATION OF THE UNDERGROUND UTILITIES SHOWN OR THAT ALL EXISTING UTILITIES AND/OR SUBSURFACE STRUCTURES ARE SHOWN.

PROPOSED

REVISIONS

REV. #	DATE	DESCRIPTION
0	06/20/2014	ISSUED FOR PERMIT
DESIGNED BY	RAS	06/20/2014 413-302-5853
DRAWN BY	RAS	06/20/2014 413-302-5853
CHECKED BY	BUM	06/20/2014 413-764-2482
AS BUILT BY		
	NAME	DATE PHONE #

SITE NAME:

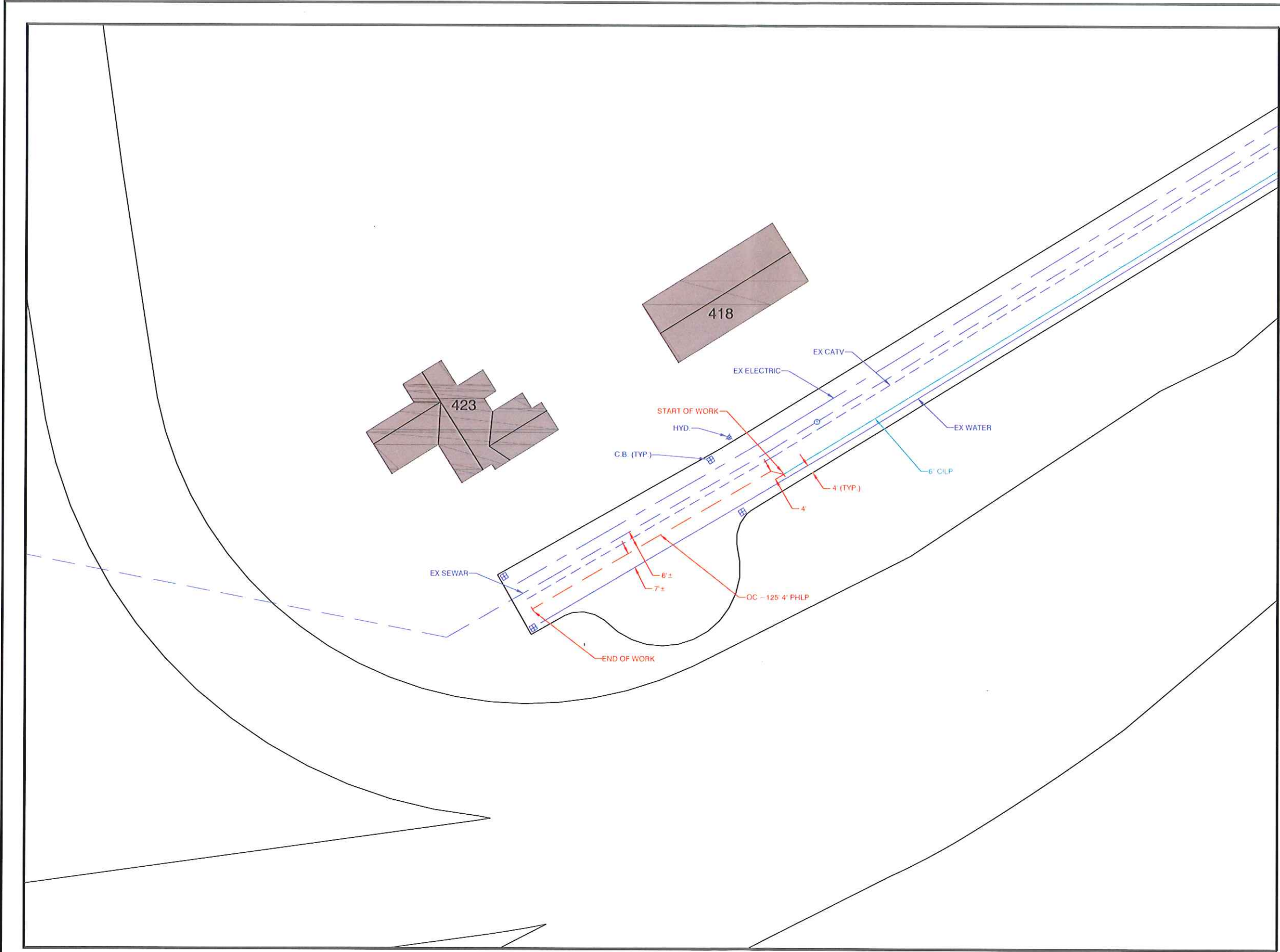
JO# 14-0824403-00
JO# NONE
PROJECT ID# 14-24982
432 LONGHILL ST
SPRINGFIELD, MA

PROJECT TITLE:

TITLE SHEET

DRAWING NO:

T-1





811
Know what's below.
Call before you dig.



20 10 0 20 40
GRAPHIC SCALE: FEET
PROPOSED

REVISIONS			
REV. #	DATE	DESCRIPTION	
0	06/20/2014	ISSUED FOR PERMIT	

DESIGNED BY	RAS	06/20/2014	413-302-5553
DRAWN BY	RAS	06/20/2014	413-302-5553
CHECKED BY	B.M.	06/20/2014	413-784-2482
ASSAULT BY			
	NAME	DATE	PHONE #

SITE NAME:
JO# 14-0824403-00
JO# NONE
PROJECT ID# 14-24982
432 LONGHILL ST
SPRINGFIELD, MA

PROJECT TITLE:
LAYOUT SHEET

DRAWING NO.:
L-1



City of Springfield

SCHEDULED

Meeting: 10/06/14 07:00 PM
Initiator: James Czach
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2788

1.3

Order of Location for the Installation and Maintenance of Underground Utilities

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

IT IS HEREBY ORDERED:

That the COLUMBIA GAS OF MASSACHUSETTS, be and it is hereby granted a location for
and permission to
Central Street

Central Street

Central Street

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

I hereby certify that the foregoing order was adopted at a meeting of the City Council of the City of Springfield, Massachusetts held on October 6, 2014

City Clerk

We hereby certify that on September 22, 2014, at 5:00 PM, at At the Corner of Central Street and Maple Street a public hearing was held on the petition of the COLUMBIA GAS OF MASSACHUSETTS for permission to complete the above mentioned request.

City Clerk

I hereby certify that the foregoing is a true copy of a location order and certificate of hearing with notice adopted by the City Council of the City of Springfield, Massachusetts, on the October 6, 2014, and recorded with the records of location orders of said city. This certified copy is made under the provision of Chapter 166 of the General Laws and any additions thereto or amendments thereof.

Attest:

City Clerk

Received 9/22/14

Columbia Gas[®] of Massachusetts

A NiSource Company

JOB ORDER NUMBER (INSTALL) 14-0823994-00
JOB ORDER NUMBER (ABANDON) 14-0823995-00
PROJECT ID 14-22738
CENTRAL STREET
JOB TYPE: (557/558)



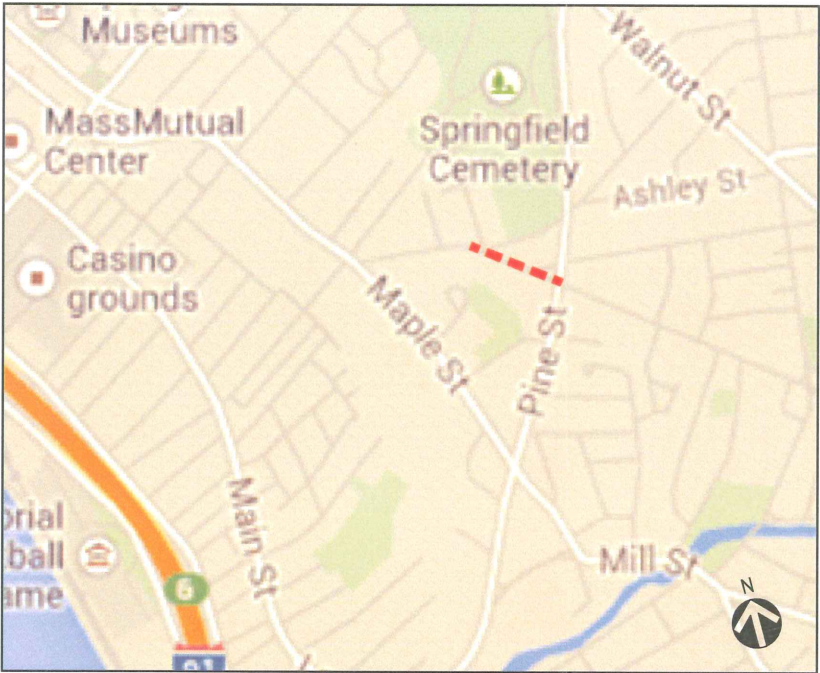
Know what's below.
Call before you dig.

PROJECT INFORMATION

FIELD ENGINEER/TECHNICIAN: TREVOR ORTOLANO
CONSTRUCTION FLL: MARK PARISEAU / KIRK GEDMAN
PERMITS: CITY OF SPRINGFIELD
TCC: 8200
COUNTY: HAMDEN
TAX DISTRICT: 0000244
MAP NUMBER: 23
SYSTEM NUMBER(S): 80003054
24 HR. EMERGENCY LINE: COLUMBIA GAS OF MASSACHUSETTS
800-525-8222

VICINITY MAP

SCALE: N.T.S.



SHEET INDEX

DWG.	DESCRIPTION
T-1	TITLE SHEET
L-1	LAYOUT PLAN
D-1	CONSTRUCTION DETAILS

PROJECT SUMMARY TABLE

PROPOSED INSTALLATION			PROPOSED ABANDONMENT		
LENGTH (FT)	SIZE (IN)	TYPE	LENGTH (FT)	SIZE (IN)	TYPE
640'	8"	PH	650'	8"	CI
100'	4"	PH	10'	6"	CI
			110'	4"	CI/CS/PH
			10'	3"	CI
740'	TOTAL INSTALLATION (FEET)		780'	TOTAL ABANDONMENT (FEET)	
PROPOSED GAS SERVICES					
	REPLACEMENTS	TIE OVERS	TOTAL SERVICES	METER OUTS	
ESTIMATED GAS SERVICES	7	3	10	7	

LEGEND

EXISTING GAS MAIN	TEST WELL
EXISTING GAS MAIN TO BE ABANDONED	REGULATOR STATION
PROPOSED GAS MAIN	SINGLE CUSTOMER REGULATOR
PROPOSED GAS MAIN UPRATE	METER
COATED STEEL GAS MAIN	METER WITH REGULATOR
CAST IRON GAS MAIN	TEST POINT (STATION)
BARE STEEL GAS MAIN	GAS SERVICE TIE-OVER
WROUGHT IRON GAS MAIN	GAS SERVICE REPLACEMENT
HIGH DENSITY POLYETHYLENE GAS MAIN	METER MOVE OUT
MEDIUM DENSITY POLYETHYLENE GAS MAIN	TELEPHONE MANHOLE
ELECTRONIC MARKER	DRAIN MANHOLE
LOW PRESSURE	ELECTRIC MANHOLE
INTERMEDIATE PRESSURE	CATCH DRAIN
MEDIUM PRESSURE	SEWER MANHOLE
HIGH PRESSURE	FIRE HYDRANT
ATTACHED	UTILITY POLE
BRIDGE HANGER	WETLAND
BUILDING HANGER	GAS VALVE
DIRECTIONAL BORE	CRITICAL GAS VALVE
INSERTED	PRESSURE CONTROL FITTING
OPEN CUT	TRANSITION
PNEUMATIC BORE	END CAP
FLOWED	REDUCER
ROOF TOP	
EXISTING	
PROPOSED	
W1	WELD LOCATION
T1	GAS MAIN TIE IN LOCATION
A1	GAS MAIN ABANDONMENT LOCATION

PROJECT DESCRIPTION

THIS PROJECT IS BEING DONE DUE TO AN ENCROACHMENT OF THE GAS MAIN BY THE SPRINGFIELD WATER & SEWER PROJECT. REPLACE 630' OF 8" LP (CI) GAS MAIN AT CENTRAL ST WITH 630' OF 8" LP (HDPE) GAS MAIN AND ALL ASSOCIATED TIE-INS TO EXISTING SPURS. AT THE WEST LIMIT OF THE PROJECT, TIE PROPOSED MAIN INTO THE EXISTING LP (HDPE) SYSTEM OFF THE INTERSECTION OF MADISON AND CENTRAL. THE EAST LIMIT OF THE PROJECT IS THE CENTRAL ST & PINE ST INTERSECTION

GENERAL NOTES

1. THE PROPOSED GAS MAIN SHOWN IS APPROXIMATE AND SUBJECT TO CHANGE.
2. PROPERTY LINE, STRUCTURES, STREET LINE, ETC. WAS COMPILED THE COLUMBIA GAS GIS DATA BASE AND ARE TO BE CONSIDERED APPROXIMATE.
3. EXISTING UTILITIES, WHERE SHOWN, HAVE BEEN COMPILED FROM ABOVE GROUND EVIDENCE ONLY AND ARE TO BE CONSIDERED APPROXIMATE. COLUMBIA GAS DOES NOT GUARANTEE THE LOCATION OF THE UNDERGROUND UTILITIES SHOWN OR THAT ALL EXISTING UTILITIES AND/OR SUBSURFACE STRUCTURES ARE SHOWN.

PROPOSED

REVISIONS

REV. #	DATE	DESCRIPTION
1	08/25/2014	RE-ISSUED FOR PERMIT
0	06/02/2014	ISSUED FOR PERMIT

DESIGNED BY	TAO	05/15/2014	413-842-2482
DRAWN BY	TAO	05/29/2014	413-842-2482
CHECKED BY	MPK	06/02/2014	413-784-2129
AS-BUILT BY			
	NAME	DATE	PHONE #

SITE NAME:

JO# 14-0823994
PROJECT ID# 14-22738

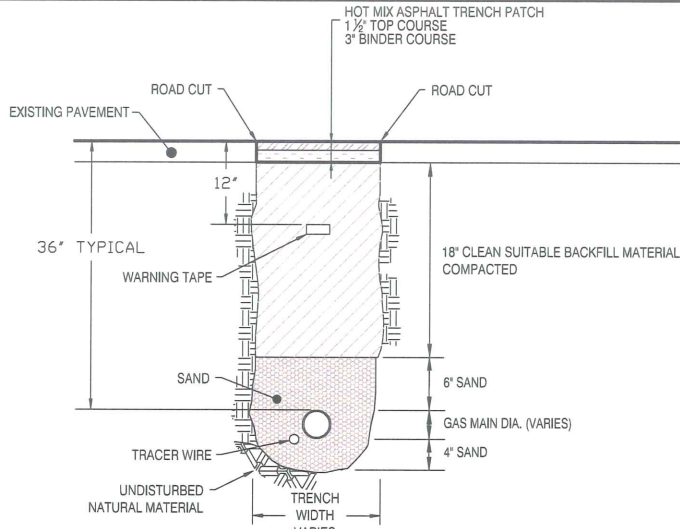
CENTRAL ST.
SPRINGFIELD, HAMDEN

DRAWING TITLE:

TITLE SHEET

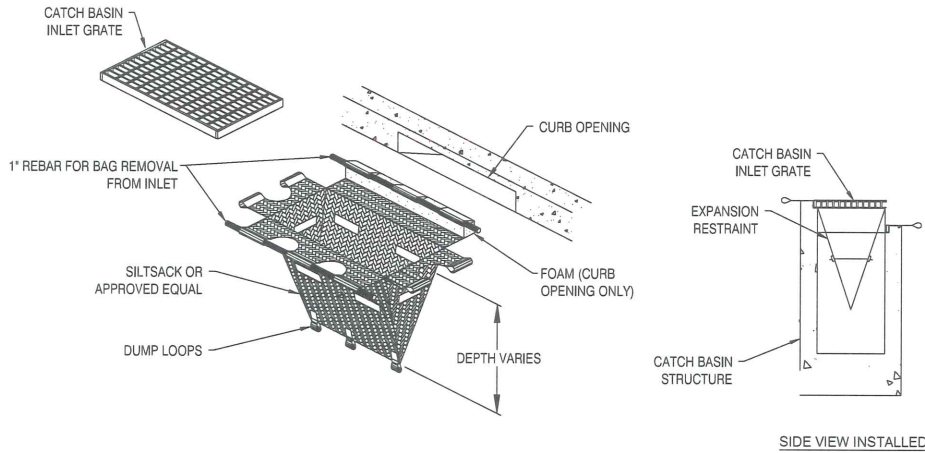
DRAWING NO:

T-1



TYPICAL ROADWAY TRENCH DETAIL

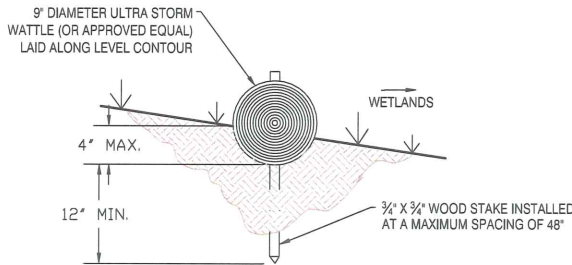
NOT TO SCALE



- NOTE:
1. REGULAR FLOW SILTSACKS SHALL BE INSTALLED IN ALL CATCH BASIN INLETS AND INSPECTED WEEKLY AND DAILY AFTER RAINFALL EVENTS.
 2. PRECAUTION SHALL BE USED WHEN DISPOSING ACCUMULATED SEDIMENT WITHIN THE SILTSACK TO ENSURE NONE FALLS INTO THE CATCH BASIN STRUCTURE.

CATCH BASIN INLET PROTECTION DETAIL

NOT TO SCALE



EROSION CONTROL STORMWATTLE DETAIL

NOT TO SCALE

AS-BUILT NOTES
(TO BE COMPLETED DURING CONSTRUCTION)

FORM C 1921 CSD PRESSURE TEST DATA TEST ACCEPTABLE ☐ TEST NOT ACCEPTABLE ☐

WORK ORDER _____

DATE _____ TIME TEST REMOVED _____ PRESSURE _____

DURATION OF TEST _____ TESTING _____ BY _____

CONTRACTOR (IF APPLICABLE) _____

REMARKS * _____

* INDICATE SIGNIFICANT ELEVATION VARIATIONS ON WATER TESTS AND ANY LEAKAGE OR FAILURES FOUND ON TESTING H.P. MAIN AND THEIR DISPOSITION.

FORM C 1921 CSD PRESSURE TEST DATA TEST ACCEPTABLE ☐ TEST NOT ACCEPTABLE ☐

WORK ORDER _____

DATE _____ TIME TEST REMOVED _____ PRESSURE _____

DURATION OF TEST _____ TESTING _____ BY _____

CONTRACTOR (IF APPLICABLE) _____

REMARKS * _____

* INDICATE SIGNIFICANT ELEVATION VARIATIONS ON WATER TESTS AND ANY LEAKAGE OR FAILURES FOUND ON TESTING H.P. MAIN AND THEIR DISPOSITION.

FORM C 1921 CSD PRESSURE TEST DATA TEST ACCEPTABLE ☐ TEST NOT ACCEPTABLE ☐

WORK ORDER _____

DATE _____ TIME TEST REMOVED _____ PRESSURE _____

DURATION OF TEST _____ TESTING _____ BY _____

CONTRACTOR (IF APPLICABLE) _____

REMARKS * _____

* INDICATE SIGNIFICANT ELEVATION VARIATIONS ON WATER TESTS AND ANY LEAKAGE OR FAILURES FOUND ON TESTING H.P. MAIN AND THEIR DISPOSITION.

FORM C 1921 CSD PRESSURE TEST DATA TEST ACCEPTABLE ☐ TEST NOT ACCEPTABLE ☐

WORK ORDER _____

DATE _____ TIME TEST REMOVED _____ PRESSURE _____

DURATION OF TEST _____ TESTING _____ BY _____

CONTRACTOR (IF APPLICABLE) _____

REMARKS * _____

* INDICATE SIGNIFICANT ELEVATION VARIATIONS ON WATER TESTS AND ANY LEAKAGE OR FAILURES FOUND ON TESTING H.P. MAIN AND THEIR DISPOSITION.

FORM C 1921 CSD PRESSURE TEST DATA TEST ACCEPTABLE ☐ TEST NOT ACCEPTABLE ☐

WORK ORDER _____

DATE _____ TIME TEST REMOVED _____ PRESSURE _____

DURATION OF TEST _____ TESTING _____ BY _____

CONTRACTOR (IF APPLICABLE) _____

REMARKS * _____

* INDICATE SIGNIFICANT ELEVATION VARIATIONS ON WATER TESTS AND ANY LEAKAGE OR FAILURES FOUND ON TESTING H.P. MAIN AND THEIR DISPOSITION.

WELD RECORD
TO BE USED ANY TIME A WELD IS PERFORMED AS A PART OF THE JOB
(GS 3010.050-ma)

SKETCH LOCATION	WELDER NAME	COMPANY	CONTRACTING COMPANY
W1	-	☐	-
W2	-	☐	-
W3	-	☐	-
W4	-	☐	-
W5	-	☐	-
W6	-	☐	-
W7	-	☐	-
W8	-	☐	-
W9	-	☐	-
W10	-	☐	-
W11	-	☐	-
W12	-	☐	-
W13	-	☐	-
W14	-	☐	-
W15	-	☐	-
W16	-	☐	-
W17	-	☐	-
W18	-	☐	-
W19	-	☐	-
W20	-	☐	-



Know what's below.
Call before you dig.

PROPOSED

REVISIONS

REV. #	DATE	DESCRIPTION
1	08/25/2014	RE-ISSUED FOR PERMIT
0	06/02/2014	ISSUED FOR PERMIT

DESIGNED BY	TAO	05/15/2014	413-842-2482
DRAWN BY	TAO	05/29/2014	413-842-2482
CHECKED BY	MPK	06/02/2014	413-784-2129
AS-BUILT BY			

SITE NAME:

JO# 14-0823994
PROJECT ID# 14-22738

CENTRAL ST.
SPRINGFIELD, HAMDEN

DRAWING TITLE:

Construction Description

DRAWING NO:

D-1



City of Springfield

SCHEDULED

Meeting: 10/06/14 07:00 PM
Initiator: Lindsay B. Hackett
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2779

2.4

Grant Acceptance - No Match Required \$379,540.61 (Mayor Sarno)

WHEREAS, the Police Department ("Department") has been awarded a grant increase for the "Safe and Successful Youth Initiative" Grant of \$379,540.61 from the Executive Office of Health and Human Services; and

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

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

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

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

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

Safe and Successful Youth Initiative Grant Increase \$379,540.61

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



2.4.a

This form is jointly issued and published by the [Executive Office for Administration and Finance \(ANF\)](#), the [Office of the Comptroller \(CTR\)](#) and the [Operational Services Division \(OSD\)](#) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under [Guidance For Vendors - Forms](#) or www.mass.gov/osd under [OSD Forms](#).

CONTRACTOR LEGAL NAME: City of Springfield Police Department (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office of Health and Human Services MMARS Department Code: EHS	
Legal Address: (W-9, W-4,T&C): 36 Court Street, Springfield, MA 01103		Business Mailing Address: One Ashburton Place, Boston, MA 02108	
Contract Manager: Brian Elliott		Billing Address (if different):	
E-Mail: belliot@springfieldpolice.net		Contract Manager: Robyn Kennedy	
Phone: 413-787-6318	Fax: 413-787-6663	E-Mail: robyn.kennedy@state.ma.us	
Contractor Vendor Code: VC6000192140		Phone: 617-573-1666	Fax: 617-573-1890
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): 13EHSSSYICITYSPRINLC	
		RFR/Procurement or Other ID Number: 13EHSCLSSYINITIATIVERFR2013	
<u> </u> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <u> </u> Statewide Contract (OSD or an OSD-designated Department) <u> </u> Collective Purchase (Attach OSD approval, scope, budget) <u> </u> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <u> </u> Emergency Contract (Attach justification for emergency, scope, budget) <u> </u> Contract Employee (Attach Employment Status Form, scope, budget) <u> </u> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)		<u> </u> CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: <u>September 30, 2014</u> Enter Amendment Amount: <u>\$379,540.61</u>. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <u> </u> Amendment to Scope or Budget (Attach updated scope and budget) <u> </u> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <u> </u> Contract Employee (Attach any updates to scope or budget) <u> </u> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <u> </u> Commonwealth Terms and Conditions <u> </u> Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <u> </u> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <u> </u> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). <u>\$1,583,565.78</u>.			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days <u> </u> % PPD; Payment issued within 15 days <u> </u> % PPD; Payment issued within 20 days <u> </u> % PPD; Payment issued within 30 days <u> </u> % PPD. If PPD percentages are left blank, identify reason: <u> </u> agree to standard 45 day cycle <u> </u> statutory/legal or Ready Payments (G.L. c. 29, § 23A); <u> </u> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) This Amendment 6 changes the Contract end date to June 30, 2015 and increases the maximum obligation.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <u> </u> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <u> </u> 2. may be incurred as of <u> </u>, 20<u> </u>, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <u> </u> 3. were incurred as of <u> </u>, 20<u> </u>, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2015</u>, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Domenic J. Sarno</u> Print Title: <u>Mayor, City of Springfield</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Kathleen Betts</u> Print Title: <u>Assistant Secretary, Children, Youth and Families</u>	

Attachment: Springfield SSY Contract Amd 6-Sept 2014 (1) (2779 : SSI Grant - \$379,540.61 - No Match)

**INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS**

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (AND D/B/A): Enter the **Full Legal Name** of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) **and** the applicable Commonwealth Terms and Conditions. If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) **and** the applicable Commonwealth Terms and Conditions, which must match the legal address on the 10991 table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on COMMBUYS, the name of the Contract Manager must be included in the Contract on COMMBUYS.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "AD001") The Department must enter the MMARS Vendor Code Address ID identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9 policies.

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc Ids.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (left side of Form):

Complete this section **ONLY** if this Contract is brand new. (Complete the **CONTRACT AMENDMENT** section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See State Finance Law and General Requirements, Acquisition Policy and Fixed Assets, the Commodities and Services Policy and the Procurement Information Center (Department Contract Guidance) for details.

Statewide Contract (OSD or an OSD-designated Department): Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD: Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

Department Contract Procurement: Check this option for a Department procurement including state grants and federal sub-grants under 815 CMR 2.00 and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

Emergency Contract: Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee: Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an Individual has been classified using the Employment Status Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Legislative/Legal or Other: Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) "See Amendments, Suspensions, and Termination Policy."

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. **Amendment to Scope or Budget:** Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

Interim Contracts: Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee: Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Legislative/Legal or Other: Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly posted.



COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

COMMONWEALTH TERMS AND CONDITIONS

Identify which [Commonwealth Terms and Conditions](#) the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See [Vendor File and W-9s](#) Policy.

COMPENSATION

Identify if the Contract is a **Rate Contract** (with no stated Maximum Obligation) or a **Maximum Obligation Contract** (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as [available and encumbered](#) prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth [Bill Paying Policy](#) for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under [G.L. c. 29, s. 23A](#)). See [Prompt Pay Discounts Policy](#). PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments ([G.L. c. 29, s. 23A](#)); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for all payments under a Contract. Initial grant or contract payments may be accelerated for the first invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the [Expenditure Classification Handbook](#)) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the [Effective Date](#) (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default [Effective Date](#) (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the [Settlement and Release Form](#) when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the [Effective Date](#) for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the [Effective Date](#) under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to [G.L. c.4, s.9](#).

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. **If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here.** A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to [G.L. c.4, s.9](#).

CERTIFICATIONS AND EXECUTION

See [Department Head Signature Authorization Policy](#) and the [Contractor Authorized Signatory Listing](#) for policies on Contractor and Department signatures.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under [Anticipated Contract Start Date](#). Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. **Rubber stamps, typed or other images are not acceptable.** Proof of Contractor signature authorization on a [Contractor Authorized Signatory Listing](#) may be required by the Department if not already on file.

Contractor Name /Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the [Contractor Authorized Signatory Listing](#).

Authorizing Signature For Commonwealth/Date: The [Authorized Department Signatory](#) must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under [Anticipated Start Date](#). **Rubber stamps, typed or other images are not accepted.** The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See [Department Head Signature Authorization](#). The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an [approved Interdepartmental Service Agreement \(ISA\)](#). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name /Title: Enter the Authorized Signatory's name and title legibly.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

Commonwealth and Contractor Ownership Rights. The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the [Secretary of State's website](#) as licensed to do business in Massachusetts, as required by law.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under [Executive Order 195](#) and [G.L. c. 11, s.12](#) seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



2.4.a

records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under [950 C.M.R. 32.00](#).

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, [Executive Order 147](#); [G.L. c. 29, s. 29F](#); [G.L. c. 30, § 39R](#); [G.L. c. 149, § 27C](#); [G.L. c. 149, § 44C](#); [G.L. c. 149, § 148B](#) and [G.L. c. 152, s. 25C](#).

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable [Massachusetts General Laws](#); the Official [Code of Massachusetts Regulations](#); [Code of Massachusetts Regulations](#) (unofficial); [801 CMR 21.00](#) (Procurement of Commodity and Service Procurements, Including Human and Social Services); [815 CMR 2.00](#) (Grants and Subsidies); [808 CMR 1.00](#) (Compliance, Reporting and Auditing for Human And Social Services); [AICPA Standards](#); confidentiality of Department records under [G.L. c. 66A](#); and the [Massachusetts Constitution Article XVIII](#) if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth [Bill Paying Policy](#). Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15th or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

Payments Subject To Appropriation. Pursuant to [G.L. c. 29 § 26, § 27 and § 29](#), Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by [G.L. c. 29, § 9C](#). A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to [G.L. c. 7A, s. 3](#) and [815 CMR 9.00](#). Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury tax compliance with [Federal tax laws](#); [state tax laws](#) including but not limited to [G.L. c. 62C](#); [G.L. c. 62C, s. 49A](#); compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under [G.L. c. 62E](#), withholding and remitting [child support](#) including [G.L. c. 119A, s. 12](#); [TIR 05-11](#); [New Independent Contractor Provisions](#) and applicable [TIRs](#).

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing **at least 45 days prior** to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is **any risk** to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the

Contractor certifies compliance with federal anti-lobbying requirements including [31 USC 1352](#); [other federal requirements](#); [Executive Order 11246](#); [Air Pollution Act](#); [Federal Water Pollution Control Act](#) and [Federal Employment Laws](#).

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under [G.L. c. 93H](#) and [c. 66A](#) and [Executive Order 504](#). The Contractor is required to comply with [G.L. c. 93I](#) for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) [Information Technology Division \(ITD\) Protection of Sensitive Information](#), provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the [Payment Card Industry Council Standards](#) and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to [G.L. c. 214, s. 3B](#).

Corporate and Business Filings and Reports. The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the [Secretary of the Commonwealth](#), the [Office of the Attorney General](#) or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and [federal employment laws](#) or regulations, including but not limited to [G.L. c. 5, s. 1](#) (Prevailing Wages for Printing and Distribution of Public Documents); [G.L. c. 7, s. 22](#) (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); [minimum wages and prevailing wage programs and payments](#); [unemployment insurance](#) and contributions; [workers' compensation and insurance](#), [child labor laws](#), [AGO fair labor practices](#); [G.L. c. 149](#) (Labor and Industries); [G.L. c. 150A](#) (Labor Relations); [G.L. c. 151](#) and [455 CMR 2.00](#) (Minimum Fair Wages); [G.L. c. 151A](#) (Employment and Training); [G.L. c. 151B](#) (Unlawful Discrimination); [G.L. c. 151E](#) (Business Discrimination); [G.L. c. 152](#) (Workers' Compensation); [G.L. c. 153](#) (Liability for Injuries); [29 USC c. 8](#) (Federal Fair Labor Standards); [29 USC c. 28](#) and the [Federal Family and Medical Leave Act](#).

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the [Federal Equal Employment Opportunity \(EEO\) Laws](#) the [Americans with Disabilities Act](#); [42 U.S.C. Sec. 12,101, et seq.](#) the [Rehabilitation Act](#), [29 USC c. 16 s. 794](#); [29 USC c. 16, s. 701](#); [29 USC c. 14, 623](#); the [42 USC c. 45](#); (Federal Fair Housing Act); [G. L. c. 151B](#) (Unlawful Discrimination); [G.L. c. 151E](#) (Business Discrimination); the Public Accommodations Law [G.L. c. 272, s. 92A](#); [G.L. c. 272, s. 98](#) and [98A](#), [Massachusetts Constitution Article CXIV](#) and [G.L. c. 93, s. 103](#); [47 USC c. 5, sc. II, Part II, s. 255](#) (Telecommunication Act); Chapter 149, [Section 105D](#), [G.L. c. 151C](#), [G.L. c. 272, Section 92A](#), [Section 98](#) and [Section 98A](#), and [G.L. c. 111, Section 199A](#), and [Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities](#), and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also [MCAD](#) and [MCAD links and Resources](#).

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to [Executive Order 523](#), if qualified through the SBPP COMMBUYS subscription process at: [www.commbuys.com](#) and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The [Information Technology Mandatory Specifications](#) and the [IT Acquisition Accessibility Contract Language](#) are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the [Expenditure Classification Handbook](#) or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other



COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to [G.L. c. 7 s. 22C](#) for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Consultant Contractor Certifications (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to [G.L. Chapter 29, s. 29A](#)). Contractors must make required disclosures as part of the RFR Response or using the [Consultant Contractor Mandatory Submission Form](#).

Attorneys. Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to [G.L. c. 30, s. 65](#), and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable [Executive Orders](#) (see also [Massachusetts Executive Orders](#)), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481. [Prohibiting the Use of Undocumented Workers on State Contracts.](#) For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

Executive Order 130. [Anti-Boycott.](#) The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See [IRC § 999\(b\)\(3\)-\(4\)](#), and [IRS Audit Guidelines Boycotts](#)) or engages in conduct declared to be unlawful by [G.L. c. 151E, s. 2](#). A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 346. [Hiring of State Employees By State Contractors](#) Contractor certifies compliance with both the conflict of interest law [G.L. c. 268A specifically s. 5 \(f\)](#) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the

Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. [Disclosure of Family Relationships With Other State Employees.](#) Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Order 504. [Regarding the Security and Confidentiality of Personal Information.](#) For all Contracts involving the Contractor's access to personal information, as defined in [G.L. c. 93H](#), and personal data, as defined in [G.L. c. 66A](#), owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth [Information Technology Division's Security Policies](#). Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's ["Security Policies"](#) (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the [Commonwealth's Terms and Conditions](#), withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to [G.L. c. 93H](#) and under [G.L. c. 214, § 3B](#) for violations under M.G.L. c. 66A.

Executive Orders 523, 524 and 526. Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes [Executive Order 478](#)). [Executive Order 524](#) (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390). [Executive Order 523](#) (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

DRAFT—DRAFT—DRAFT
9-11-14

AMENDMENT 6

TO THE CONTRACT BETWEEN THE EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES AND THE CITY OF SPRINGFIELD FOR THE SAFE AND SUCCESSFUL YOUTH INITIATIVE

WHEREAS, the Executive Office of Health and Human Services (EOHHS) and the City of Springfield (the Contractor) entered into a Contract, (“the Contract”) effective April 3, 2013 and amended October 22, 2013 (Amendment 1), November 21, 2013 (Amendment 2), January 17, 2014 (Amendment 3), April 2014 (Amendment 4), and May 2014 (Amendment 5); and

WHEREAS, in accordance with **Section 4.N** of the Contract, EOHHS and the Contractor desire to amend the Contract;

NOW, THEREFORE, in consideration of their mutual undertakings, EOHHS and the Contractor agree to amend the Contract as follows:

1. **Section 3, Payment, subsection 3.A** is hereby amended by deleting \$1,204,025.17 and inserting in place thereof: \$1,583,565.78.
2. **Section 4.A., Contract Term** is hereby amended by deleting the section in its entirety and inserting in place thereof a new **Section 4.A** as follows:

“A. Contract Term

This Contract shall commence at Contract execution and end June 30, 2015, subject to future legislative appropriations, continued legislative authorization, and EOHHS’s determination of satisfactory performance.”

3. **Section 4.K, Notices**, is hereby amended by deleting “Marc Dones” and inserting in place thereof “Robyn Kennedy”.
4. **Section 4.AA, Contract Officers**, is hereby amended by deleting “Marc Dones” and inserting in place thereof “Robyn Kennedy”.

Attachment: Springfield SSY Contract Amd 6-Sept 2014 (1) (2779 : SSYI Grant - \$379,540.61 - No Match)

AWARD NOTIFICATION EMAIL

From: "Comey, Iva (EHS)" <iva.comey@state.ma.us>
 To: "AnthonyFalvo@USE.SalvationArmy.Org" <AnthonyFalvo@USE.SalvationArmy.Org>
 Cc: "Kennedy, Robyn (EHS)" <robyn.kennedy@state.ma.us>, "Susan Lange (slange@commcorp.org)" <slange@commcorp.org>, "Sam Williams (SWilliams@commcorp.org)" <SWilliams@commcorp.org>, "Zachary Rich (ZRich@commcorp.org)" <ZRich@commcorp.org>
 Date: 09/10/2014 01:32 PM
 Subject: SSYI FY15 Budget

Good afternoon. We have completed our review of your proposed FY15 budget for the Safe and Successful Youth Initiative.

Your approved budget is included below. The budget covers the period July 1, 2014 – June 30, 2015. Please note any adjustments that we may have made as a result of our review of your budget and our recent conversations with you.

After taking into account the program balance you reported to us as of June 30, 2014 and the amount of the FY15 appropriation for SSYI, we have also determined the amount of the next contract amendment for your program.

You will be receiving your next contract amendment shortly. The amendment has to be fully executed prior to September 30, 2014 to ensure that we continue to be able to fund your program.

Springfield	Proposed 12-Month Budget	Adjustments	Approved 12-Month Budget
Program Payroll	125,000	(50,000)	75,000
Tax/Fringe Benefits			
Total Payroll	125,000	(50,000)	75,000
Consultants	55,000		55,000
Subcontracts	594,307	(19,320)	574,987
Total Direct Expenses	774,307	(69,320)	704,987
Indirect Expenses			
TOTAL PROJECTED EXPENSES	774,307	(69,320)	704,987

Jun 2014 Balance	Sept 2014 Amendment	Mos. Funded in FY15
121,558	379,541	8.53

Attachment: AWARD NOTIFICATION EMAIL - SSYI (2779 : SSYI Grant - \$379,540.61 - No Match)

Transportation Adjustment:

	Requested Transportation expense	22,920
Allowed	=300/mo. for mileage	3,600
	Transportation Adjustment	(19,320)

Thank you so much for working with us through the FY15 budget process, and helping us to better understand your program! We look forward to continuing to strengthen SSYI and provide these needed services in our communities.

Iva Comey
Assistant Director
Office of Children, Youth, and Family Programs
Executive Office of Health and Human Services
One Ashburton Place
Boston, MA 02108
617-573-1631

Attachment: AWARD NOTIFICATION EMAIL - SSYI (2779 : SSYI Grant - \$379,540.61 - No Match)



City of Springfield

SCHEDULED

Meeting: 10/06/14 07:00 PM
Initiator: Ronald Molina-Brantley
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2777

2.5

Health Services for the Homeless - \$197,570.00 (Mayor Sarno)

WHEREAS, the Department of Health and Human Services, Health Services for the Homeless (HSH) has been awarded an grant of \$197,570.00 for the "Health Center Cluster" grant from U.S. Department of Health & Human Services, Health Resources and Services Administration for the budget period 09/03/2014 through 10/31/2015; and

WHEREAS, the City of Springfield, Health & Humans Services Division, Health Services for the Homeless through advocacy, accessibility, and cultural sensitivity provides medical, mental health, dental and case management services to homeless population in the tri-county area of Berkshire, Hampshire and Hampden; and

WHEREAS, the Department intends intend to use the grant funds to provide these services; and

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

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

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

Health Services for the Homeless - \$197,570.00



REQUEST FOR GRANT SETUP

This form and the required attachments are required by the Office of the City Comptrollers before a Grant Fund and related accounts will be created in MUNIS. Please do not use this form for requesting a non-grant related account to be created – use the Request for New Account form instead. Please return this form and the required attachments to the Office of the City Comptrollers.

All fields are mandatory.

Date of Request 22 September 2014

Department Requesting Grant Setup SHHS

Department Phone # (Please include extension) 787-6454

Name and Title of Person to Contact in Case of Questions Helen Caulton-Harris

Was this Grant previously setup for a prior fiscal year?

If yes, please indicate your previous project number: 67710 *new project needed*

If this is a new Grant, have you filled out the “Approval to apply for a grant” Form?
(Y/N) If yes, please attach a copy of the Approved Form.

Grant Type:

State – Highway

Federal Pass-Through DOE– School

Federal Direct– School

XX Federal – City

State DOE– School

State Other – School

State – City

Private/Other

Grant Name: Health Services for the Homeless

Total Grant Amount Awarded: \$ 197,570.00

Is this a Reimbursable Grant?

(Y/N) Yes

A Reimbursable Grant is defined as one that requires that you pay for expenses first and then you apply to the grantor for a reimbursement of the exact amount actually expended.

If it is a Reimbursable Grant, please enter Grantor contact information or the CID # if Grantor is already in the customer file:

Entity Name	HRSA
Contact Person	Sheryl Alexander
Street Address	5600 Fishers Lane
City, State, Zip Code	Rockville, MD 20852-1750
Telephone	(301) 443-5630
Fax	(301) 480-7225
E-Mail	salexander1@hrsa.gov

Actual Award Date 3 September 2014

Board Approval Date

Start Date 1 September 2014

Expiration Date 31 August 2015

Renewal Action Date (optional)

If there are any Matching Funds:

Type

Percent

Amount

Comments re: Description/Purpose of Grant

To expand services at the adolescent clinic

Comments re: Conditions/Restrictions of Grant

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

What is the required drawdown frequency?

(Ex: Monthly, Quarterly) Quarterly

If payment is to be sent by Grantor as a Wire,

Please enter any wire reference/identification # that may be used (if known)

H80CS00001-12-00

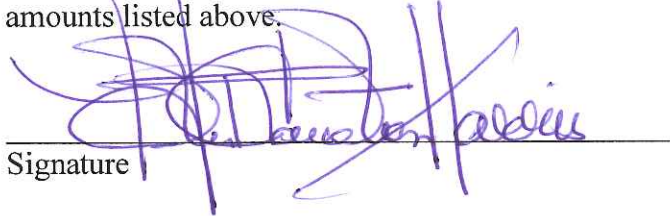
Please list all object codes needed for the grant.
(Attach additional sheets if additional orgs and roll-ups are needed):

Org Code: 26775205

Object Codes: 501000, 517010, 517020, 530105, 531020, 569300, 571100, 580900

Budget Roll-Up Codes: Yes

I hereby attest that under the penalties of Chapter 656, I will adhere to all regulations in this grant agreement. I am responsible for timely and accurate reimbursements in the amounts listed above.


Signature


Date

Please attach the following documents:

- ☐ Signed Approval to Apply for a Grant Form
- ☐ Grant Award Letter
- ☐ City Council/Mayor Approval
- ☐ Any other relevant documentation

This Form and all relevant attachments will be scanned and attached in the Grant Maintenance module in MUNIS and can be viewed or printed at your convenience.

Ⓜ EHBs will be unavailable on 9/4 from 10pm until 3am on 9/5 due to a network infrastructure upgrade.

1. DATE ISSUED: 09/03/2014		2. PROGRAM CFDA: 93.224		 U.S. Department of Health and Human Services HRSA Health Resources and Services Administration NOTICE OF AWARD AUTHORIZATION (Legislation/Regulation) Public Health Service Act, Title III, Section 330 Public Health Service Act, Section 330, 42 U.S.C. 254b Affordable Care Act, Section 10503					
3. SUPERSEDES AWARD NOTICE dated: 08/08/2014 except that any additions or restrictions previously imposed remain in effect unless specifically rescinded.									
4a. AWARD NO.: 3 H80CS00001-13-04		4b. GRANT NO.: H80CS00001				5. FORMER GRANT NO.: H66CS00329			
6. PROJECT PERIOD: FROM: 11/01/2001 THROUGH: 10/31/2015									
7. BUDGET PERIOD: FROM: 11/01/2013 THROUGH: 10/31/2014									
8. TITLE OF PROJECT (OR PROGRAM): HEALTH CENTER CLUSTER									
9. GRANTEE NAME AND ADDRESS: CITY OF SPRINGFIELD, MASSACHUSETTS 95 STATE STREET SPRINGFIELD, MA 01103-2073 DUNS NUMBER: 198910523 BHCNIS # 010120				10. DIRECTOR: (PROGRAM DIRECTOR/PRINCIPAL INVESTIGATOR) HELEN R CAULTON-HARRIS CITY OF SPRINGFIELD, MASSACHUSETTS 95 State St Springfield, MA 01103-2073					
11. APPROVED BUDGET: (Excludes Direct Assistance) ☐ Grant Funds Only ☒ Total project costs including grant funds and all other financial participation				12. AWARD COMPUTATION FOR FINANCIAL ASSISTANCE: a. Authorized Financial Assistance This Period \$1,463,781.00 b. Less Unobligated Balance from Prior Budget Periods i. Additional Authority \$0.00 ii. Offset \$0.00 c. Unawarded Balance of Current Year's Funds \$0.00 d. Less Cumulative Prior Awards(s) This Budget Period \$1,266,211.00 e. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION \$197,570.00					
a. Salaries and Wages : \$0.00 b. Fringe Benefits : \$0.00 c. Total Personnel Costs : \$0.00 d. Consultant Costs : \$0.00 e. Equipment : \$0.00 f. Supplies : \$0.00 g. Travel : \$0.00 h. Construction/Alteration and Renovation : \$0.00 i. Other : \$1,463,781.00 j. Consortium/Contractual Costs : \$0.00 k. Trainee Related Expenses : \$0.00 l. Trainee Stipends : \$0.00 m. Trainee Tuition and Fees : \$0.00 n. Trainee Travel : \$0.00 o. TOTAL DIRECT COSTS : \$1,463,781.00 p. INDIRECT COSTS (Rate: % of S&W/TADC) : \$0.00 q. TOTAL APPROVED BUDGET : \$1,463,781.00 i. Less Non-Federal Share: \$0.00 ii. Federal Share: \$1,463,781.00				13. RECOMMENDED FUTURE SUPPORT: (Subject to the availability of funds and satisfactory progress of project) <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">YEAR</th> <th style="width: 70%;">TOTAL COSTS</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">14</td> <td style="text-align: right;">\$1,333,413.00</td> </tr> </tbody> </table>		YEAR	TOTAL COSTS	14	\$1,333,413.00
YEAR	TOTAL COSTS								
14	\$1,333,413.00								
14. APPROVED DIRECT ASSISTANCE BUDGET: (In lieu of cash) a. Amount of Direct Assistance \$0.00 b. Less Unawarded Balance of Current Year's Funds \$0.00 c. Less Cumulative Prior Awards(s) This Budget Period \$0.00 d. AMOUNT OF DIRECT ASSISTANCE THIS ACTION \$0.00									
15. PROGRAM INCOME SUBJECT TO 45 CFR Part 74.24 OR 45 CFR 92.25 SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES: A=Addition B=Deduction C=Cost Sharing or Matching D=Other [D] Estimated Program Income: \$0.00									
16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY HRSA, IS ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING: a. The grant program legislation cited above. b. The grant program regulation cited above. c. This award notice including terms and conditions, if any, noted below under REMARKS. d. 45 CFR Part 74 or 45 CFR Part 92 as applicable. In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.									
REMARKS: (Other Terms and Conditions Attached [X]Yes []No)									
Electronically signed by Lisa Ayoub , Grants Management Officer on : 09/03/2014									
17. OBJ. CLASS: 41.51		18. CRS-EIN: 1046001415A2		19. FUTURE RECOMMENDED FUNDING: \$0.00					
FY-CAN	CFDA	DOCUMENT NO.	AMT. FIN. ASST.	AMT. DIR. ASST.	SUB PROGRAM CODE				
14 - 398879D	93.527	H80CS00001C0	\$197,570.00	\$0.00	HCH				
					SUB ACCOUNT CODE				
					N/A				

HRSA Electronic Handbooks (EHBs) Registration Requirements

The Project Director of the grant (listed on this NoA) and the Authorizing Official of the grantee organization are required to register (if not already registered) within HRSA's Electronic Handbooks (EHBs). Registration within HRSA EHBs is required only once for each user for each organization they represent. To complete the registration quickly and efficiently we recommend that you note the 10-digit grant number from box 4b of this NoA. After you have completed the initial registration steps (i.e., created an individual account and associated it with the correct grantee organization record), be sure to add this grant to your portfolio. This registration in HRSA EHBs is required for submission of noncompeting continuation applications. In addition, you can also use HRSA EHBs to perform other activities such as updating addresses, updating email addresses and submitting certain deliverables electronically. Visit <https://grants.hrsa.gov/webexternal/login.asp> to use the system. Additional help is available online and/or from the HRSA Call Center at 877-Go4-HRSA/877-464-4772.

Terms and Conditions

Failure to comply with the special remarks and condition(s) may result in a draw down restriction being placed on your Payment Management System account or denial of future funding.

Grant Specific Term(s)

1. This NoA provides Health Center Expanded Services (ES) supplemental funding to support the expansion of medical capacity and the provision of comprehensive primary care services to underserved populations. Health Center Program grantees should ensure that ES funding will supplement, not supplant, existing service provision resources. Grantees are expected to achieve full operational capacity of the ES proposal as outlined in the application by the end of the two-year project, including the provision of new and expanded services within 120 days of award and the achievement of new and existing patient projections. Failure to reach full capacity by the end of the two-year project may result in the withdrawal of support through the cancellation of all or part of the of the ES supplemental award.
 2. Your organization will be required to report on progress made towards reaching full operational capacity through the annual Budget Period Progress Report. In addition, HRSA will monitor future UDS reports for demonstrated progress toward meeting staffing and patient goals over the two-year ES project period.
 3. Grantees may re-budget Expanded Services (ES) funding within and among projects without prior approval as long as no projects are proposed to be added or deleted, no changes in patient impact goals are proposed, at least 50 percent of the total ES funding requested will support the EMC project, and the use of ES funds otherwise aligns with the intent of the ES supplemental funding opportunity. Grantees that applied for Mental Health Service Expansion – Behavioral Health Integration (HRSA-14-110) funding and also proposed a Behavioral Health Service Expansion (BH SE) project as part of the ES application should assess the need to re-budget ES funding for the BH SE project upon award. Grantees must submit a prior approval request to propose to delete a proposed Service Expansion project.
 4. ES funding cannot be used to support services that were: (1) not noted on Form 5A: Services Provided or (2) proposed for sites not included on Form 5B: Service Locations at the time of application. If your organization described the provision of a new service in your application, but did not modify the Form 5A appropriately as required, you must submit a Change in Scope request to ensure that your Form 5A will accurately reflect the new service you plan to provide as part of your ES-funded project. If a new service was proposed in the ES application in error, select "Not Implemented" in response to the corresponding scope verification condition. If you are not able to implement a new service within the specified timeframes, you can request to add the new service via the Change in Scope (CIS) module in EHB at a later date. As a reminder, the provision of new and/or expanded services, and the corresponding responses to scope verification conditions, must comply with current CIS policy. For more information on scope and the CIS process, see <http://bphc.hrsa.gov/about/requirements/scope>.
 5. This award provides supplemental funding for Expanded Services (ES) activities for the period September 1, 2014 through August 31, 2015. As such, a portion of these funds are being provided for use in the grantee's upcoming FY 2015 budget period. In order to use this funding in the upcoming budget period, the appropriate amount must be shown as un-obligated (UOB) on line 10.h of the Annual Federal Financial Report (FFR), SF 425. In addition, a Prior Approval Request to carry over these funds must be submitted through EHB immediately following the FFR submission. Please consult the Grants Management Specialist for questions regarding submission of the FFR and/or Prior Approval Requests to carry over UOB funds. Pro-rated funding will be included in your annual FY 2015 award to support ES activities for the remainder of the FY 2015 budget period. Yearly funding equivalent to the amount of this award will continue beyond FY 2015 dependent upon Congressional appropriation and satisfactory grantee performance.
 6. Due to the availability of resources, your Expanded Services funding amount has been increased by \$9,000; consistent with Health Center Program statutory distribution requirements, adjustments have been made to your FY 2014 program allocation. These adjustments do not reduce your FY 2014 target funding level nor impact your FY 2014 funded activities.
- All prior terms and conditions remain in effect unless specifically removed.

Contacts

NoA Email Address(es):

Name	Role	Email
Helen R Caulton-Harris	Authorizing Official, Program Director	hcaulton@springfieldcityhall.com

Note: NoA emailed to these address(es)

Program Contact:

For assistance on programmatic issues, please contact Sheryl Alexander at:

MailStop Code: 15-93

BPHC/NED

5600 Fishers Ln

Rockville, MD, 20852-1750

Email: salexander1@hrsa.gov

Phone: (301) 443-5630

Division of Grants Management Operations:

For assistance on grant administration issues, please contact Angela Wade at:

MailStop Code: 10SWH03

HRSA/OFAM/DGMO/HCB

5600 Fishers Ln

Rockville, MD, 20857-0001

Email: awade@hrsa.gov

Phone: (301) 594-5296



City of Springfield

SCHEDULED

Meeting: 10/06/14 07:00 PM
Initiator: Jennifer Winkler
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2786

2.6

HUD Continuum of Care Grant - \$195,451 (Mayor Sarno)

WHEREAS, the Office of Housing (“Department”) has been awarded a grant in the amount of \$195,451 from US Department of Housing and Urban Development; and

WHEREAS, the funds provided are intended to be used to improve the lives of homeless men, women, and children through local planning efforts and through direct housing and service programs; and

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

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

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

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

HUD Continuum of Care grant: \$ 195,451



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-7000

OFFICE OF ASSISTANT SECRETARY
FOR COMMUNITY PLANNING AND DEVELOPMENT

June 19, 2014

Mayor Domenic Sarno
Mayor
City of Springfield
1600 E. Columbus Ave.
Springfield, MA 01103

Dear Mayor Sarno:

Congratulations! I am delighted to inform you that the Fiscal Year (FY) 2013 Continuum of Care (CoC) Program application(s) your organization submitted was (were) selected for funding in the total amount of \$195,451. The enclosure lists the name(s) of the individual project(s), the project number(s), and the maximum award amount(s) for each conditionally selected application(s).

The CoC Program is an important part of HUD's mission. CoCs all over the country continue to improve the lives of homeless men, women, and children through their local planning efforts and through the direct housing and service programs funded under the FY 2013 competition. The programs and CoCs funded through the CoC Program continue to demonstrate their value by improving accountability and performance every year. HUD commends your organization for its work and encourages it to continue to strive for excellence in the fight against homelessness.

Your local HUD field office will be providing a letter to your organization with more information about finalizing its award(s), including finalizing the amount of the award(s). HUD is counting on your organization to use these important resources in a timely and effective manner.

Sincerely,

Clifford Taffet
Assistant Secretary (Acting)
for Community Planning and Development

Enclosure

MA0465L1T041300
HAP Rapid Rehousing 2
\$106,324

MA0459L1T041300
New project 2013
\$56,550

MA0458L1T041300
HAP Rapid Rehousing
\$32,577

Total Awarded: **\$195,451**

Attachment: CoC - HUD (2786 : HUD Continuum of Care Grant - \$195,451)



REQUEST FOR GRANT SETUP

This form and the required attachments are required by the Office of the City Comptrollers before a Grant Fund and related accounts will be created in MUNIS. Please do not use this form for requesting a non-grant related account to be created – use the Request for New Account form instead. Please return this form and the required attachments to the Office of the City Comptrollers.

All fields are mandatory.

Date of Request	9/19/2014
Department Requesting Grant Setup	Housing
Department Phone # (Please include extension)	6082
Name and Title of Person to Contact in Case of Questions	Cathy Buono

Was this Grant previously setup for a prior fiscal year?
If yes, please indicate your previous project number: 66515

If this is a new Grant, have you filled out the “Approval to apply for a grant” Form?
(Y/N) If yes, please attach a copy of the Approved Form.

Grant Type:

	State – Highway
	Federal Pass-Through DOE– School
	Federal Direct– School
X	Federal – City
	State DOE– School
	State Other – School
	State – City
	Private/Other

Grant Name: COC-Homeless Assistance

Total Grant Amount Awarded: \$ 194,451.00

Attachment: CoC - HUD (2786 : HUD Continuum of Care Grant - \$195,451)

Is this a Reimbursable Grant?

(Y/N) yes

A Reimbursable Grant is defined as one that requires that you pay for expenses first and then you apply to the grantor for a reimbursement of the exact amount actually expended.

If it is a Reimbursable Grant, please enter Grantor contact information or the CID # if Grantor is already in the customer file:

Entity Name	US Dept of HUD
Contact Person	Paula Newcomb
Street Address	10 Causeway Street
City, State, Zip Code	Boston, MA
Telephone	617-994-8378
Fax	617-565-5442
E-Mail	paula._a._newcomb@hud.gov

Actual Award Date 6/19/2014

Board Approval Date

Start Date 9/1/2014

Expiration Date 8/31/2014

Renewal Action Date (optional)

If there are any Matching Funds:

Type

Percent

Amount

Comments re: Description/Purpose of Grant

Funding for supportive housing services for homeless

Comments re: Conditions/Restrictions of Grant

If this is a Federal Grant, enter CFDA#: 14.235

If applicable enter the State ID # :

What is the required drawdown frequency?

(Ex: Monthly, Quarterly) monthly

If payment is to be sent by Grantor as a Wire,

Please enter any wire reference/identification # that may be used (if known)

Attachment: CoC - HUD (2786 : HUD Continuum of Care Grant - \$195,451)

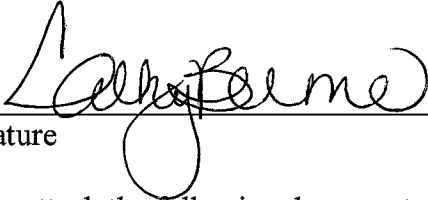
Please list all object codes needed for the grant.
(Attach additional sheets if additional orgs and roll-ups are needed):

Org Code: increase project #66515

Object Codes:

Budget Roll-Up Codes:

I hereby attest that under the penalties of Chapter 656, I will adhere to all regulations in this grant agreement. I am responsible for timely and accurate reimbursements in the amounts listed above.



Signature



Date

Please attach the following documents:

- ☐ Signed Approval to Apply for a Grant Form
- ☐ Grant Award Letter
- ☐ City Council/Mayor Approval
- ☐ Any other relevant documentation

This Form and all relevant attachments will be scanned and attached in the Grant Maintenance module in MUNIS and can be viewed or printed at your convenience.



City of Springfield

SCHEDULED

Meeting: 10/06/14 07:00 PM
Initiator: Jennifer Winkler
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2784

2.7

Library Trust Income - Annual Amount - \$140,000 (Mayor Sarno)

WHEREAS, the Library Department has been awarded Library Trust Income of 'not to exceed' \$140,000 From the Springfield Library Foundation; and

WHEREAS, the income represents the annual payment to be delivered quarterly to the Library for FY2015;

WHEREAS, the Department intends to use the trust funds to purchase library materials; and

WHEREAS, the Department has accepted the trust funds and requests authorization from the City Council and the Mayor to expend the trust funds listed below for the purposes stated above; and

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

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

Library Trust Income \$140,000

SPRINGFIELD LIBRARY FOUNDATION, INC.
220 State Street
Springfield, MA 01103

September 25, 2014

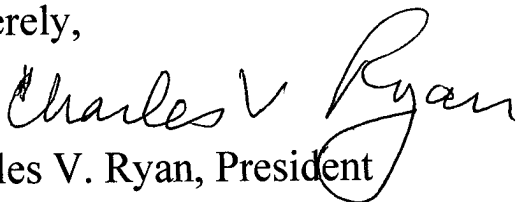
Molly Fogarty, Director
Springfield City Library
220 State Street
Springfield, MA 01103

Dear Lee:

The Springfield Library Foundation forwarded to the Springfield Library Department for Fiscal Year 2013 a total of \$122,915.78 for the purchase of library materials from the following four trusts, administered by the Bank of America, the William B. Walker Trust, the James B. Corcoran Trust, the James J. Garvey Trust, and the Horace Moses Trust. In Fiscal Year 2014 the trust income from these same four trusts we forwarded totaled \$133,843.06.

On the basis of these experiences we are estimating that during Fiscal Year 2015 the Foundation will render to the City of Springfield quarterly payments of income from the above named trusts in an approximate amount of \$140,000 to be used for the purchase of Library Materials.

Sincerely,


Charles V. Ryan, President

Attachment: Library Trust (2784 : Library Trust Income - \$140,000)



REQUEST FOR GRANT SETUP

This form and the required attachments are required by the Office of the City Comptrollers before a Grant Fund and related accounts will be created in MUNIS. Please do not use this form for requesting a non-grant related account to be created – use the Request for New Account form instead. Please return this form and the required attachments to the Office of the City Comptrollers.

All fields are mandatory.

Date of Request 9/25/2014

Department Requesting Grant Setup Library

Department Phone # (Please include extension) 263-6828 x290

Name and Title of Person to Contact in Case of Questions Carol Leaders, Bus Mgr

Was this Grant previously setup for a prior fiscal year? Yes

If yes, please indicate your previous project number: Fund # 8233; 8232; 8229; 8228

If this is a new Grant, have you filled out the “Approval to apply for a grant” Form? (Y/N) If yes, please attach a copy of the Approved Form.

Grant Type:

State – Highway

Federal Pass-Through DOE– School

Federal Direct– School

Federal – City

State DOE– School

State Other – School

State – City

X Private/Other Springfield Library Foundation

Grant Name: Trusts & Endowments

Total Grant Amount Awarded: \$140,000.00

Is this a Reimbursable Grant? (Y/N) N

A Reimbursable Grant is defined as one that requires that you pay for expenses first and then you apply to the grantor for a reimbursement of the exact amount actually expended.

If it is a Reimbursable Grant, please enter Grantor contact information or the CID # if Grantor is already in the customer file:

Entity Name
Contact Person
Street Address
City, State, Zip Code
Telephone
Fax
E-Mail

Actual Award Date 9/25/2014

Board Approval Date

Start Date n/a

Expiration Date n/a

Renewal Action Date (optional)

If there are any Matching Funds:

Type
Percent
Amount

Comments re: Description/Purpose of Grant

Comments re: Conditions/Restrictions of Grant

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

What is the required drawdown frequency?
(Ex: Monthly, Quarterly)

If payment is to be sent by Grantor as a Wire,
Please enter any wire reference/identification # that may be used (if known)

Please list all object codes needed for the grant.
(Attach additional sheets if additional orgs and roll-ups are needed):

Org Code: 8233; 8232; 8229; 8228

Object Codes: 551300

Budget Roll-Up Codes: Yes

I hereby attest that under the penalties of Chapter 656, I will adhere to all regulations in this grant agreement. I am responsible for timely and accurate reimbursements in the amounts listed above.

Signature

Date

Please attach the following documents:

- Signed Approval to Apply for a Grant Form
- Grant Award Letter
- City Council/Mayor Approval
- Any other relevant documentation

This Form and all relevant attachments will be scanned and attached in the Grant Maintenance module in MUNIS and can be viewed or printed at your convenience.



City of Springfield

SCHEDULED

Meeting: 10/06/14 07:00 PM
Initiator: Mitchell Doty
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2783

2.8

Early Childhood Resource Center Grant - \$21,000 (Mayor Sarno)

WHEREAS, the Library Department ("Department") has been awarded a three-year "Early Childhood Resource Center Grant" totaling \$21,000 from the Massachusetts Department of Early Education and Care; and

WHEREAS, the grant is for early childhood and interactive family learning services; and

WHEREAS, the Department intends to use the grant funds for their intended purposes; and

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

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

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

Early Childhood Resource Center Grant - FY15 - \$7,000

Early Childhood Resource Center Grant - FY16-FY17 - \$14,000

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



2.8.a

This form is jointly issued and published by the [Executive Office for Administration and Finance \(ANF\)](#), the [Office of the Comptroller \(CTR\)](#) and the [Operational Services Division \(OSD\)](#) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under [Guidance For Vendors - Forms](#) or www.mass.gov/osc under [OSD Forms](#).

CONTRACTOR LEGAL NAME: City of Springfield (and d/b/a): Springfield Public Library		COMMONWEALTH DEPARTMENT NAME: Department of Early Education and Care MMARS Department Code: EEC	
Legal Address: (W-9, W-4,T&C): 36 Court St., Springfield, MA 01103		Business Mailing Address: 51 Sleeper Street, Boston, MA 02210	
Contract Manager: Corey Ferguson - Corey Ferguson		Billing Address (if different):	
E-Mail: cferguson@springfieldlibrary.org		Contract Manager: Gail DeRiggi, Program Manager	
Phone: 413-263-6828	Fax:	E-Mail: gail.deriggi@massmail.state.ma.us	
Contractor Vendor Code: VC6000192140		Phone: 617-988-6600	Fax: 617-988-2451
Vendor Code Address ID (e.g. "AD001"): AD ____ (Note: The Address Id Must be set up for EFT payments.)		MMARS Doc ID(s): CT EEC 0900 FY15SRF150021SPRINGF	
		RFR/Procurement or Other ID Number: RFR: FY2015 EEC ECRC 002 - Bid: BD-14-1037-1CEN0-CENTR-00000000817	
<u> </u> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <u> </u> Statewide Contract (OSD or an OSD-designated Department) <u> </u> Collective Purchase (Attach OSD approval, scope, budget) <u> </u> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <u> </u> Emergency Contract (Attach justification for emergency, scope, budget) <u> </u> Contract Employee (Attach Employment Status Form, scope, budget) <u> </u> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)		<u> </u> CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: ____, 20__. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <u> </u> Amendment to Scope or Budget (Attach updated scope and budget) <u> </u> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <u> </u> Contract Employee (Attach any updates to scope or budget) <u> </u> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <u> </u> Commonwealth Terms and Conditions <u> </u> Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <u> </u> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <u> </u> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$ <u>21,000.00</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days <u> </u> % PPD; Payment issued within 15 days <u> </u> % PPD; Payment issued within 20 days <u> </u> % PPD; Payment issued within 30 days <u> </u> % PPD. If PPD percentages are left blank, identify reason: <u> </u> agree to standard 45 day cycle <u> </u> statutory/legal or Ready Payments (G.L. c. 29, § 23A); <u> </u> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Early Childhood Resource Centers. FY15. Renewal is subject to the availability of funds.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <u> </u> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <u> </u> 2. may be incurred as of ____, 20__, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <u> </u> 3. were incurred as of ____, 20__, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>06/30/2017</u>, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR:		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:	
X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)		X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)	
Print Name: _____		Print Name: <u>Sandra Sherriff</u>	
Print Title: _____		Print Title: <u>Director of Contracts and Procurement</u>	

Attachment: FY15 Springfield EEC Contract (2783 : Early Childhood Resource Center Grant - \$21,000)

**INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS**

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (AND D/B/A): Enter the **Full Legal Name** of the Contractor's business as it appears on the Contractor's [W-9](#) or [W-4 Form](#) (Contract Employees only) and the applicable [Commonwealth Terms and Conditions](#). If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's [W-9](#) or [W-4 Form](#) (Contract Employees only) and the applicable [Commonwealth Terms and Conditions](#), which must match the legal address on the 1099I table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on [COMMBUYS](#), the name of the Contract Manager must be included in the Contract on COMMBUYS.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the [MMARS Vendor Code](#) assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the [Vendor File and W-9s Policy](#) for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "AD001") The Department must enter the MMARS Vendor Code Address ID identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the [Bill Paying](#) and [Vendor File and W-9](#) policies.

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the [three \(3\) letter MMARS Code](#) assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc Ids.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (left side of Form):

Complete this section **ONLY** if this Contract is brand new. (Complete the **CONTRACT AMENDMENT** section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See [State Finance Law and General Requirements](#), [Acquisition Policy and Fixed Assets](#), the [Commodities and Services Policy](#) and the [Procurement Information Center \(Department Contract Guidance\)](#) for details.

Statewide Contract (OSD or an OSD-designated Department). Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD. Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

Department Contract Procurement. Check this option for a Department procurement including state grants and federal sub-grants under [815 CMR 2.00](#) and [State Grants and Federal Subgrants Policy](#), Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

Emergency Contract. Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee. Check this option when the Department requires the performance of an [Individual Contractor](#), and when the planned Contract performance with an Individual has been classified using the [Employment Status Form](#) (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) "See [Amendments, Suspensions, and Termination Policy](#)."

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. **Amendment to Scope or Budget.** Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in [801 CMR 21.07](#), incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

Interim Contracts. Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee. Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly



COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

posted.

COMMONWEALTH TERMS AND CONDITIONS

Identify which [Commonwealth Terms and Conditions](#) the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See [Vendor File and W-9s](#) Policy.

COMPENSATION

Identify if the Contract is a **Rate Contract** (with no stated Maximum Obligation) or a **Maximum Obligation Contract** (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as [available and encumbered](#) prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth [Bill Paying Policy](#) for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under [G.L. c. 29, s. 23A](#)). See [Prompt Pay Discounts Policy](#). PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments ([G.L. c. 29, s. 23A](#)); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for all payments under a Contract. Initial grant or contract payments may be accelerated for the first invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the [Expenditure Classification Handbook](#)) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the [Effective Date](#) (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default [Effective Date](#) (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the [Settlement and Release Form](#) when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the [Effective Date](#) for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the [Effective Date](#) under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to [G.L. c.4, s.9](#).

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. **If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here.** A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to [G.L. c.4, s.9](#).

CERTIFICATIONS AND EXECUTION

See [Department Head Signature Authorization Policy](#) and the [Contractor Authorized Signatory Listing](#) for policies on Contractor and Department signatures.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "[Anticipated Contract Start Date](#)". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. **Rubber stamps, typed or other images are not acceptable.** Proof of Contractor signature authorization on a [Contractor Authorized Signatory Listing](#) may be required by the Department if not already on file.

Contractor Name /Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the [Contractor Authorized Signatory Listing](#).

Authorizing Signature For Commonwealth/Date: The [Authorized Department Signatory](#) must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "[Anticipated Start Date](#)". **Rubber stamps, typed or other images are not accepted.** The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See [Department Head Signature Authorization](#). The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an [approved Interdepartmental Service Agreement \(ISA\)](#). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name /Title: Enter the Authorized Signatory's name and title legibly.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

Commonwealth and Contractor Ownership Rights. The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the [Secretary of State's website](#) as licensed to do business in Massachusetts, as required by law.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under [Executive Order 195](#) and [G.L. c. 11, s.12](#) seven (7) years beginning on the first day after the final payment

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



2.8.a

under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under [950 C.M.R. 32.00](#).

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, [Executive Order 147](#); [G.L. c. 29, s. 29F](#); [G.L. c. 30, s. 39R](#); [G.L. c. 149, s. 27C](#); [G.L. c. 149, s. 44C](#); [G.L. c. 149, s. 148B](#) and [G.L. c. 152, s. 25C](#).

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable [Massachusetts General Laws](#); the Official [Code of Massachusetts Regulations](#); [Code of Massachusetts Regulations](#) (unofficial); [801 CMR 21.00](#) (Procurement of Commodity and Service Procurements, Including Human and Social Services); [815 CMR 2.00](#) (Grants and Subsidies); [808 CMR 1.00](#) (Compliance, Reporting and Auditing for Human And Social Services); [AICPA Standards](#); confidentiality of Department records under [G.L. c. 66A](#); and the [Massachusetts Constitution Article XVIII](#) if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth [Bill Paying Policy](#). Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15th or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

Payments Subject To Appropriation. Pursuant to [G.L. c. 29, s. 26, s. 27](#) and [s. 29](#), Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by [G.L. c. 29, s. 9C](#). A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to [G.L. c. 7A, s. 3](#) and [815 CMR 9.00](#). Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury tax compliance with [Federal tax laws](#); [state tax laws](#) including but not limited to [G.L. c. 62C, s. 49A](#); compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under [G.L. c. 62E](#), withholding and remitting [child support](#) including [G.L. c. 119A, s. 12](#); [TIR 05-11](#); [New Independent Contractor Provisions](#) and applicable [TIRs](#).

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing **at least 45 days prior** to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is **any risk** to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal

services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including [31 USC 1352](#); [other federal requirements](#); [Executive Order 11246](#); [Air Pollution Act](#); [Federal Water Pollution Control Act](#) and [Federal Employment Laws](#).

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under [G.L. c. 93H](#) and [c. 66A](#) and [Executive Order 504](#). The Contractor is required to comply with [G.L. c. 93I](#) for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) [Information Technology Division \(ITD\) Protection of Sensitive Information](#), provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the [Payment Card Industry Council Standards](#) and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to [G.L. c. 214, s. 3B](#).

Corporate and Business Filings and Reports. The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the [Secretary of the Commonwealth](#), the [Office of the Attorney General](#) or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and [federal employment laws](#) or regulations, including but not limited to [G.L. c. 5, s. 1](#) (Prevailing Wages for Printing and Distribution of Public Documents); [G.L. c. 7, s. 22](#) (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); [minimum wages and prevailing wage programs and payments](#); [unemployment insurance](#) and contributions; [workers' compensation and insurance](#), [child labor laws](#), [AGO fair labor practices](#); [G.L. c. 149](#) (Labor and Industries); [G.L. c. 150A](#) (Labor Relations); [G.L. c. 151](#) and [455 CMR 2.00](#) (Minimum Fair Wages); [G.L. c. 151A](#) (Employment and Training); [G.L. c. 151B](#) (Unlawful Discrimination); [G.L. c. 151E](#) (Business Discrimination); [G.L. c. 152](#) (Workers' Compensation); [G.L. c. 153](#) (Liability for Injuries); [29 USC c. 8](#) (Federal Fair Labor Standards); [29 USC c. 28](#) and the [Federal Family and Medical Leave Act](#).

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the [Federal Equal Employment Opportunity \(EEO\) Laws](#) the [Americans with Disabilities Act](#); [42 U.S.C. Sec. 12,101, et seq.](#), the [Rehabilitation Act](#); [29 USC c. 16 s. 794](#); [29 USC c. 16 s. 701](#); [29 USC c. 14, 623](#); the [42 USC c. 45](#); (Federal Fair Housing Act); [G.L. c. 151B](#) (Unlawful Discrimination); [G.L. c. 151E](#) (Business Discrimination); the Public Accommodations Law [G.L. c. 272, s. 92A](#); [G.L. c. 272, s. 98](#) and [98A](#), [Massachusetts Constitution Article CXIV](#) and [G.L. c. 93, s. 103](#); [47 USC c. 5, sc. II, Part II, s. 255](#) (Telecommunication Act); Chapter 149, [Section 105D](#), [G.L. c. 151C](#), [G.L. c. 272, Section 92A](#), [Section 98](#) and [Section 98A](#), and [G.L. c. 111, Section 199A](#), and [Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities](#), and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also [MCAD](#) and [MCAD links and Resources](#).

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to [Executive Order 523](#), if qualified through the SBPP COMMBUYS subscription process at: [www.commbuys.com](#) and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The [Information Technology Mandatory Specifications](#) and the [IT Acquisition Accessibility Contract Language](#) are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the [Expenditure Classification Handbook](#) or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term



COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

"other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to [G.L. c. 7 s. 22C](#) for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Consultant Contractor Certifications (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to [G.L. Chapter 29, s. 29A](#)). Contractors must make required disclosures as part of the RFR Response or using the [Consultant Contractor Mandatory Submission Form](#).

Attorneys. Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to [G.L. c. 30, s. 65](#), and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable [Executive Orders](#) (see also [Massachusetts Executive Orders](#)), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481. [Prohibiting the Use of Undocumented Workers on State Contracts.](#) For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

Executive Order 130. [Anti-Boycott.](#) The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See [IRC § 999\(b\)\(3\)-\(4\)](#) and [IRS Audit Guidelines Boycotts](#)) or engages in conduct declared to be unlawful by [G.L. c. 151E, s. 2](#). A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 346. [Hiring of State Employees By State Contractors](#) Contractor certifies compliance with both the conflict of interest law [G.L. c. 268A specifically s. 5 \(f\)](#) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. [Disclosure of Family Relationships With Other State Employees.](#) Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Order 504. [Regarding the Security and Confidentiality of Personal Information.](#) For all Contracts involving the Contractor's access to personal information, as defined in [G.L. c. 93H](#), and personal data, as defined in [G.L. c. 66A](#), owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth [Information Technology Division's Security Policies](#). Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "[Security Policies](#)"; (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract; and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the [Commonwealth's Terms and Conditions](#), withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under [G.L. c. 214, § 3B](#) for violations under M.G.L. c. 66A.

Executive Orders 523, 524 and 526. Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes [Executive Order 478](#)). [Executive Order 524](#) (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390). [Executive Order 523](#) (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

Early Childhood Resource Centers

City of Springfield
 Springfield Public Library
 Corey Ferguson
 36 Court St., Springfield, MA 01103
 VC6000192140

Contract Time Frame: October 1, 2014 to June 30, 2015

Contract Amount FY15: \$ 7,000

Contract Renewal Amount : FY16 - FY17 - \$ 14,000

Contract Total Amount: \$ 21,000

FUNDING, DISTRIBUTION, REIMBURSEMENT AND CONTRACT DURATION

Available Funding	EEC estimates that approximately \$105,000 will be available for funding this RFR over a three (3) year period, or an estimated \$35,000 annually for the duration of the contract award. All funding is subject to State and Federal budget allotment and appropriation and satisfactory delivery of services. EEC reserves the right to set aside a portion of this contract for later use. EEC also reserves the right to reallocate funding among contractors to address unmet needs in underserved parts of the state. Should additional funds become available, EEC reserves the right to make additional awards to successful bidders based on the responses received, identified professional development needs, and/or the best value to the Commonwealth. EEC also reserves the right to issue a new RFR to award ECRC contracts to programs not currently participating in the program.
Reimbursement Policies and Fund Use	Funds must be used to support the contract priorities and requirements contained in this RFR as well as the expected outcomes and performance measures. EEC reserves the right to approve, deny, and/or request modifications to planned fund use. Allowable fund use includes the following: • Parent education on literacy development; • Parent/Child evidence-based literacy activities; • Supplement the salary of a resource/outreach person; • Early childhood resources and supplies; • Costs associated with mandatory EEC meetings; • Administrative costs of up to 8% of total budget; and • Support for enhanced outreach collaboration efforts for community events that promote language development (including mailing costs). Please note: programs have the opportunity to submit questions to EEC prior to the submission date of the proposal, and are encouraged to use this Q&A as an opportunity to seek clarification if uncertain what expenditures are allowable. Prohibited Fund Use: 1. Out-of-state travel;

	2. Capital expenditures (e.g. the installation of in-wall wiring for computer networks, the installation of security/intercom systems, shade coverings, playground structures, sheds, classroom shelving units, carpeting, remodeling, etc.); and 3. Funds may not be used to supplement current staff salaries.
Contract Duration & Renewals	The initial contract duration is from August 11, 2014 through June 30, 2015. EEC reserves the right to exercise up to two (2) contract renewals for fiscal years 2016 and 2017.

CONTRACT SERVICE REQUIREMENTS

Required Services	FY15 contractors are expected to perform the following required core services: Activities • Provide child/family interactive events/activities that strengthen the literacy focus within the parent-child relationship (At least 24 hours of activities should be provided over 12 months); • Provide opportunities to engage dual language learners in language rich activities; • Participate in the RTT/ EEC funded Museums and Libraries Project to expand knowledge in four core areas: child development/brain building, literacy, kindergarten transitions, and STEM; and • Collaborate with CFCE grantees, museums and other community stakeholders to offer events focused on the core areas of the project, and requires participation in Family Literacy Month activities in November. Resources • Catalogue, house, and maintain an established collection of high quality early childhood resources; • Assure that the collection of early childhood resources includes materials in languages representing those spoken in the service area of the library; • Purchase appropriate early childhood materials as allowed in the budget to keep resources current (including curriculum, parenting support, children's books, teacher/provider books); and • House and disseminate Story Walk kits developed through the EEC funded Museums and Libraries Project to libraries, museums, and CFCE grantees. Promotion • Promote ECRC engagement and library membership as access points for literacy resources and activities; • Promote awareness and availability of high quality books and educational resources for children and parent education/child development books and resources for families; • Maintain relationships with local public schools, early education and care programs, out of school time programs, EEC funded initiatives (such as CFCE programs), CCR&Rs, and local museums to promote the use of ECRC resources and programming and to promote collaboration within the library network area;
--------------------------	---

- Promote awareness of the free book programs (where available);
 - Participate in community-based events in the library service area to promote awareness and access to ECRC activities and resources;
 - Develop and maintain a web page that includes an online catalogue and links to all five ECRCs, EEC, and other evidence-based literacy resources;
 - Foster engagement of families experiencing homelessness through local shelters, hotels, etc.; and
 - Incorporate the approved tagline for the *Brain Building in Progress* communications initiative on appropriate marketing and communications materials and resources that are funded in whole or part through this grant. These materials and resources may include, but are not limited to: marketing products (e.g., flyers, brochures, pamphlets); professional development products printed by the grantee/contractor (e.g., books/booklets, guides, course readers); websites; and other products as determined by EEC.
- a. EEC has developed a two-page document that describes the *Brain Building in Progress* initiative, and launched a campaign website at www.brainbuildinginprogress.org. The *Brain Building in Progress* website promotes programs, activities, and sites where early education innovation is happening, and will offer individuals, families, community organizations, policy makers, and business leaders tangible ways they can get involved and take action. Grantees should refer to the website and two-page document for background information on the *Brain Building in Progress* initiative. EEC has also developed the following logo for the *Brain Building in Progress* initiative:



- b. Whenever possible and appropriate, ECRC grantees should post the *Brain Building in Progress* website (www.brainbuildinginprogress.org) on their websites and if the grantee belongs to any coalitions, request that the *Brain Building in Progress* website be posted on the coalition members' websites. Grantees should also include the *Brain Building in Progress* logo in their ECRC communications along with a brief description of the initiative.
- c. Whenever possible and appropriate, ECRC grantees should submit activities to be posted on the Brain Building in Progress events calendar brainbuildinginprogress.org/event-calendar.
- d. The Brain Building in Progress logo and background document is available for downloading at <http://www.eec.state.ma.us/BBIPmaterials.aspx>.

Referrals

- Connect families to adult literacy programs (as needed); and
- Connect families and early childhood programs to their local CFCE grantee for access to comprehensive services and supports.

In addition to the core requirements identified above, ECRC contractors must also complete or comply with the following activities and duties:

	Data Collection: • Participate in EEC data collection and evaluation activities (i.e., provide information to patrons at each visit for submitting comments to EEC); • Provide EEC with regular updates about ECRC activities; and • Submit all reports to EEC in a timely manner. Fiscal Responsibilities: • Invoice EEC quarterly and include appropriate back-up documentation for each line item in their billing; and • List EEC as the funding source on all mailings, brochures, and signage (i.e., use the EEC logo). Reporting Requirements: All contractors must agree to participate in EEC data collection and evaluation activities and must submit all reports to EEC in a timely manner. Specifically, ECRC contractors will be expected to submit two (2) reports for each contract year: • Mid-Year Report, which is due on or before December 15, 2014; and • End-of-Year Narrative Report on Activities provided by the ECRC, which is due on or before June 15, 2015. EEC also reserves the right to withhold funds or eliminate the contractor from the ECRC program for failing to submit any required report. Noncompliance with the contract reporting requirements will be considered in any decision to exercise the Department's right to renew ECRC contracts. EEC also reserves the right to require additional reporting as specified by EEC, with advance notice.
--	--

OUTCOMES AND MEASURES

Outcomes and Measures	• Annually provide at least 24 hours worth of child/family interactive events/activities that strengthen the literacy focus within the parent-child relationship; • Engage in community collaborations focused on literacy during Family Literacy Month and throughout the year, involving CFCE grantees, museums, early education and care programs, and other stakeholders; • Collect, maintain, and disseminate appropriate materials to families and programs upon request; • Participate in all Museums and Libraries Project activities and house and disseminate Story Walks developed by the Project; • Create and update a web page promoting the materials and activities available through the ECRC; and • Satisfaction data will be collected from ECRC participants to inform plans for activities and collection resources.
------------------------------	--

ADMINISTRATIVE & FISCAL REQUIREMENTS

Fiscal Monitoring Requirements	
---------------------------------------	--

Sanctions, Termination, Recoupment, Intercept	EEC shall have the right to sanction any contractor for failure to adhere to any the Commonwealth Terms and Conditions for Human and Social Services, the Standard Contract Form, 808 CMR 1.00 et. seq., terms or conditions outlined in this RFR, or any other relevant law, regulation, policy or procedure incorporated by reference into this RFR. Sanctions may include stopping, holding, and/or recouping any payments to the contractor. Sanctions may also include reducing the contract's maximum obligation, and/or disabling the contractor's ability to bill EEC. EEC shall have the right to terminate the contract entered into through this RFR in accordance with the Commonwealth Terms and Conditions for Human and Social Services. EEC shall have the right to recoup monies from the contractor where the contractor fails to perform in accordance with any of the contract's terms or conditions, including those outlined in this RFR, in EEC's policies or procedures, and/or 808 CMR 1.00 et. seq. Recoupment may be done by EEC retaining one or more payments due to the contractor. In the event EEC finds that monies are owed by the contractor, EEC shall notify such party in writing. The party will be given a reasonable amount of time to request a meeting to refute such finding. If a meeting is requested and the party fails to provide EEC with sufficient documentation to refute such finding at the meeting, EEC shall have the right to place the debt on its automated billing and accounts receivable subsystem (BARS). The contractor's rights of appeal related to such debt shall be limited to the right to request a meeting and present documentation at such meeting. There will be no right to a M.G.L. c. 30A hearing with EEC to dispute such debts. Should the contractor fail to repay the debt, EEC shall have the right to initiate debt collection and/or the intercept process through which any payments that might be paid to the contractor are intercepted and paid to the Commonwealth until the debt is repaid in full.
--	--

Payments: The contractor will be required to submit payment invoices in accordance with the procedures outlined above in order to receive payments. Departments are required to make payments on approved invoices within forty five (45) calendar days of receipt, unless an alternative payment period is negotiated for this contract. Please notice: Vendors that do not offer a discount will now have payments scheduled for 42 days after the later of the invoice date or date of receipt of goods/services Electronic Fund Transfers (EFT) payments are being enforced more strictly for all contracts with multiple payments to reduce the TRE cost associated with printing and mailing checks. If you are not on receiving payment through EFT, please download the EFT form from the OSD website at https://massfinance.state.ma.us/vendorweb/eft_form.pdf and return it with your signed contract.

EEC has sole discretion to determine whether each deliverable was successfully completed by the vendor thereby triggering a payment.

Narrative submitted by Springfield City Library for RFR Number: FY2015 EEC ECRC 002 - Early Childhood Resource Centers

A. Experience (10 Points)

1. The Early Childhood Resource Center will be administered by Corey Ferguson, a Children's Librarian with a Masters degree in Library Science (M.L.S.). She is overseen by Christin LaRocque, Supervisor of Youth and Outreach Services, who administered the ECRC for 4.5 years at the Springfield City Library. Christin holds an M.L.I.S., as well as a Bachelor's in Early Childhood Development with a certificate to teach children ages birth through eight. She formerly taught first grade. Youth and Outreach Services is managed by Jean Canosa-Albano, M.L.I.S. Jean is associated with a number of local children's organizations and initiatives,

including Home City Families, the Reading Success by Fourth Grade initiative, and the Board of Directors of Head Start. She has written and administered a number of youth grant applications. The Department routinely offers toddler and preschool storytimes during the week, multi-age storytimes on the weekends, and on-demand storytimes whenever the opportunity arises. We offer outreach storytimes as often as possible at a variety of locations including city parks and the local Parent Information Center. Through storytime, using books, fingerplays, music, and movement, we introduce parents and preschool teachers to the six early literacy skills needed by all children to help them succeed in school. We collaborate with the Child Guidance Clinic's Early Intervention staff to offer two weekly playgroups. The Library offers a summer reading program to help draw children and families into reading together throughout the summer. Special programming such as scavenger hunts offers fun ways for older kids to work on their reading and critical thinking skills.

The Springfield City Library has been an ECRC since 2008. With ECRC funds, we have offered preschool teachers and family child care educators at least two workshops a year for the last six years. ECRC items circulate for the same length of time as books, and we allow as many renewals as possible. Parents, teachers, and children can use many of the items in the room without having to check them out.

Corey will direct the ECRC, with continued support from Jean and Christin. The staffing in the Children's Room has now stabilized. In addition to Corey and Christin, we have a third full-time librarian and one part-time librarian who both provide support for many ECRC activities. For in-house programming, we have priority access to a 60-seat Community Room. Our children's program room can accommodate 15-20 people.

The Springfield City Library is a member of the Central and Western Massachusetts Automated Resource Sharing Network (C/WMARS).

All of the resources in the Children's Room are appropriate for anyone working with children, including early childhood professionals, tutors, caregivers, and parents. The ECRC offers 1069 books, kits, DVDs, puzzles, and other items specifically selected to aid parents and teachers in preparing their children for success. The Library itself has more than 6000 picture books, a passel of board books, more than 700 items in the parenting collection, and thousands of juvenile non-fiction titles on everything from dinosaurs to storytelling. We circulate more than 100 puppets and allow children to use them in the room. Additionally, we have a selection of resources provided strictly for in-house use, including puzzles, puppets, blocks, a puppet theater, and flannel board and pieces. We also have a large collection of book and CD sets. We house 1892 Spanish language books, as well as smaller collections in Vietnamese, Russian, and Somali.

The Central Library of the Springfield City Library is located on one of the central arteries of Springfield at 220 State Street. The library is on a bus line and is easily accessible from Interstate 91 and Route 291, connecting to the Massachusetts Turnpike. It is open six days a week (closed Fridays, and closed Sundays in June, July, and August), and is open 44 hours a week, including eight hours every Saturday, five hours on Sundays, and two evenings a week until 8 pm. Ample free parking is available in a lot across the street as well as in lots for the adjoining Springfield Museums.

The ECRC collection is housed in the Children's Room, on open shelving close to the information desk so that staff is available to answer questions and provide guidance. The few oversized materials are kept in a Children's Room closet and are fully accessible through our online catalog, a link to which is included on our ECRC website. Last year, Corey created new signage to aid in accessing each portion of the non-print ECRC collection. Care is taken to maintain the collection by replacing resources, bags, and bins when needed. Books are integrated into the rest of the collection so patrons do not have to search more than one place for like items. A portion of the collection is also available for both in-house use and circulation.

B. Building Capacity (20 points)

1. Parent and caregivers are strengthened in their role as their child's first teacher by an increased knowledge about early literacy. Our librarians plan storytimes based on their knowledge of brain development and the six early literacy skills every child needs to be able to learn to read. Tips and techniques to foster these skills are incorporated into storytimes. A variety of programming options at the library helps to meet the needs of parents who are juggling many demands. On-demand storytimes and drop-in programming options serve a much wider variety of caregivers. With ECRC funds, we can purchase additional copies of favorite read-alouds to use during on-demand storytimes, increasing availability of these popular books for our patrons to take home.

We also offer tip-sheets in many languages on the importance of reading aloud to kids, along with suggestions for successful read-alouds and booklists for all ages. The new "Reading Success" page of our website¹ features an approachable introduction to understanding development and the importance of literacy skills and links to local and national initiatives. We also provide bulletin boards and social media networks for community agencies to post information of interest to families. Additionally, there are links from our website to our Read/Write/Now (R/W/N) Adult Learning Center. Funded by DESE, R/W/N offers classes to adults in basic to advanced literacy, math, and life skills. The R/W/N Center maintains a comprehensive directory of all education resources for Basic Literacy, Pre-GED, GED, ESL, Transition to College, MCAS help for out-of-school youth, and Family Literacy. On a more global level, Jean has been a member of Springfield's CFCE (Home City Families) for fifteen years, serving on the advisory board for the last two years. She regularly attends their meetings and speaks about the library and the ECRC during the "news" section of the meeting.

2. Through the ECRC, we provide at least two trainings for early childhood providers per year. Further details on this programming are discussed below. We also provide access to the ECRC print and non-print resources within the collection, including Story Walk kits and kits for classroom use. We plan to purchase theme kits on popular topics for providers and parents that will replace some outdated non-ECRC theme kits. As noted below, child care providers are invited to join our Preschool Storytime with their children, where the librarian models read-aloud techniques that build early literacy skills. Through the Family Child Care Literacy Learning Project, discussed further below, we have planned, hosted, and taught a series of six early literacy classes to 155 of family childcare providers. The course is offered in English and Spanish. Our partners are seeking funding for a fifth year of classes.

C. Community Demographics: Outreach and Programming Considerations (20 points)

¹ Springfield City Library, Reading Success <http://www.springfieldlibrary.org/library/services/reading-success/>

As of this writing, the Springfield ECRC's service area included 1285 DEEC registered provider contacts. Each of our twice-yearly educator/provider training workshops for this audience consistently fills to capacity and is planned based on educators' input. Last year, we were able to offer two 5-hour workshops, which enabled attendees to earn .5 CEUs for each course. We found that the participants were appreciative of this opportunity, and their feedback on the presenters and courses has been completely positive. We plan to pilot a new outreach format to reach this audience, replacing the hard copy newsletters with postcards promoting these popular professional development workshops and giving direction to a digital copy of the newsletter on our ECRC website. Not only will this allow us to focus our funding more directly on programs and resources, while still enabling us to reach our base, but it also will be a more sustainable choice. Through the ECRC newsletter, we reach out to every DEEC registered provider in the ECRC service area and will continue to do so through the proposed postcard outreach. We will continue to include Spanish-language resources in future newsletters.

We will continue to work on our ECRC website, which has recently been updated as part of the Library's website redesign. Information on special materials, such as the Story Walk kits, will be added, and the Brain Building in Progress logo will continue to appear on our site and communications.

Jean collaborated with Laura Stinnette from the Preschool Enrichment Team and Kathy Modigliani from the Family Child Care Literacy Learning Project (FCCLLP) to design an early literacy program especially for family childcare providers. The six-week course is an innovative training which over four years brought 155 Spanish- and English-speaking family child care providers to the Library for an intensive series of workshops on language and literacy development. An integral part of the course is using and borrowing library materials, especially resources from the ECRC. Jean has taught some of the Spanish language classes during each of the FCCLLP courses.

Our patron demographics continue to be diverse. According to the Department of Education's student profiles sheet, in the academic year 2013-2014, Springfield students were divided thus: 20.2% African American; 2.6% Asian; 62.2% Hispanic; .1% Native American; 12.4% White; and 2.5% Multi-race, non-Hispanic.² The goal of the Springfield City Library is to serve all of these children. Most of the children who attend programs at the Central Library are African American, Hispanic, or multi-race. Other children who frequent our library speak Russian and Vietnamese, as well as Arabic, Hindi, and Somali.

There were 25,283 public school students in 2012-2013. Springfield's four-year graduation rate in 2013 was 54.9%. 26.1% have a primary language other than English. 16.9% are classified as English Language Learners.³ In the 2013-2014 academic year, 87.3% were classified as low income, and 90.1% were classified as high needs.⁴ 19% are receiving Special Education.⁵ 56.5%

² Department of Education Springfield, MA Enrollment Data 2013-2014
<http://profiles.doe.mass.edu/profiles/student.aspx?orgcode=02810000&orgtypecode=5&>

³ Springfield Public Schools report card <http://www.sps.springfield.ma.us/Reports/reportcards2013/District.pdf>

⁴ Department of Education Springfield, MA Selected Populations (2013-14)
<http://profiles.doe.mass.edu/profiles/student.aspx?orgcode=02810000&orgtypecode=5&leftNavId=305&>

⁵ Quick Facts About the Springfield Public Schools 2012-2013
<http://www.sps.springfield.ma.us/documents/QuickFacts2012-2013.pdf>

of the third graders scored below proficient on the 2013 MCAS.⁶ Friends of the Homeless, which operates the largest emergency shelter for adult individuals in Western MA, estimates that 1200-1400 people experience homelessness each year in Springfield.⁷ As of November, 2013, there were 445 families in motels in Hampden County.⁸ Springfield's unemployment rate in June 2014 was 9.1%.⁹ Almost every child we see each day is subject to stress due to these factors.

Our services continue to evolve to meet the changing needs of these children and Springfield's families. We continue to welcome preschool and home child care groups, in addition to families, to our Preschool Storytime (hosting 30-60 people per session), as this reflects the diversity of childcare in our neighborhood. Our programs are drop-in, but we make reminder calls when requested because families appreciate the personal contact. Most of our non-storytime programming is flexible enough to occur at any point during our open hours, making it easier for busy families to participate. We also offer on-demand storytimes to children and their families as staffing allows. Listeners get a personal read-aloud experience, and parents and caregivers are provided with a model of effective read-aloud techniques. Anecdotal feedback from participants supports our original theory that such a demonstration would be appreciated, instructive, and helpful.

We foster engagement of families experiencing homelessness in our partnership with the staff of Home City Families, by providing training and materials to distribute and occasionally accompanying them in outreach. Home City Families collaborates with three Springfield sites that are shelters for people experiencing homelessness. Additionally, through the Early Literacy Coalition, we have a relationship with the Springfield Public Schools office that aids students experiencing homelessness through the McKinney-Vento Homeless Assistance Act.

In addition to the statistics provided above, a review of the U.S. Census Bureau Data Set: 2008-2012 American Community Survey 5-Year Estimates of Language Spoken at Home by Ability to Speak English for the Population 5 years and over¹⁰ shows the following non-English languages spoken in the four Western Massachusetts counties, where the numbers refer to people who speak English less than "very well." (N.B.: Total population is 782,206, 83% of whom speak **only** English.) The highest percentage (3.8%) speaks Spanish or Spanish Creole. Where English is spoken less than "very well," no other language is spoken by even 1% of the total

⁶ Department of Education MCAS Tests of Spring 2013, Percent of Students at Each Achievement Level for Springfield

http://profiles.doe.mass.edu/mcas/achievement_level.aspx?linkid=32&orgtypecode=5&orgcode=02810000&fycode=2013

⁷ Friends of the Homeless, Get the Facts <http://www.fohspringfield.org/get-facts/>

⁸ Number of Homeless Living in Hotels Remains Steady, Massachusetts Number Show http://www.masslive.com/news/index.ssf/2013/12/state_figures_show_homeless_fa.html

⁹ Unemployment rate rises in Springfield http://www.masslive.com/business-news/index.ssf/2014/07/springfield_unemployment_rate_rises_in_s.html

¹⁰ American Community Survey 5-Year Estimates 2008-2012, Languages Spoken at Home by Ability to Speak English for the Population 5 years and over http://factfinder2.census.gov/faces/tableservices/jsf/pages/productview.xhtml?pid=ACS_12_5YR_B16001&prodType=table

Western Massachusetts population surveyed; the highest concentrations after English and Spanish are of speakers of Polish (2966 people), Russian (2941), Portuguese or Portuguese Creole (2926), Chinese (1689), Vietnamese (1551), and French (including Patois, Cajun) (1391). These numbers suggest that we should continue to concentrate our collections and services efforts in English and Spanish. We will use our current collection development practices, as we already purchase materials in these languages. We also display multi-language materials such as flyers, bookmarks, and pamphlets with a literacy focus. We will also continue our efforts to increase the number of foreign-language materials in the ECRC collection by purchasing additional board books and paperback picture books for use by patrons before and after Preschool Storytime.

Through the programming in our nine library locations, eight of which have recently-expanded hours of service, we reach out to everyone in Springfield. Through outreach efforts, we attempt to reach children in families who are too busy to come to the library, or who have transportation or other challenges. We attend, read aloud, and talk about the Library at: Head Start parent meetings, school and preschool open houses, childcare centers without transportation, local parks serving free summer lunch, school registration waiting rooms, and community fairs.

In addition to Jean's involvement with Home City Families, Jean, Christin, and Corey are members of the Early Literacy Coalition, which seeks to more specifically quantify those pieces of the early literacy puzzle that are already in place in greater Springfield, where there are gaps, and where more effective working partnerships could be forged. Jean also oversees outreach to all communities in Springfield and speaks Spanish fluently. The Children's Room's newest full-time librarian also speaks Spanish and has been able to put this skill to good use at many outreach events. The Springfield City Library also works in partnership with the Springfield Parent Academy, which offers some of their workshops in our Community Room.

Families learn about our services in four major ways: contact with librarians inside the library; contact with librarians at outreach events; contact with the media--notably our website and social network profiles, but also local newspapers and library-generated flyers; and by word of mouth, which includes families talking to families, teachers talking to families, and librarians talking to administrators who tell their staff, who tell families.

We constantly talk to families when they come into the Children's Room and at outreach events. In order to reach more people, we will create new ECRC flyers that can be distributed at appropriate outreach events and, where possible, left behind in order to reach people who arrive after we've left. For example, Corey recently gave a presentation on newly-published STEM books at a Science Literacy Conference hosted by a regional community college, during which she promoted the ECRC and its resources to attendees. In addition to traditional media outlets, we will continue to build out our ECRC website, as described above.

Families and other groups will be provided with early literacy services in the form of storytimes, both group and on-demand, through other literacy-focused library activities, and at outreach events.

D. Early Childhood Resource Centers in the Community Context (10 points)

Over the last six years, the Library's role as an educational partner and leader in the role of early literacy and school learning has grown by leaps and bounds. Staff have played leadership roles in planning and providing the first annual Early Literacy Conference (2010); organizing the resulting Early Literacy Coalition for fomenting collaborations and networking; serving on the Early Literacy Advisory Committee, a project resulting in the Davis Foundation's Reading

Success by Fourth Grade initiative; delivering workshops for the Springfield Parent Academy on “Every Child Ready to Read @ Your Library;” working with Springfield’s Race to the Top implementation committee; advising the Book It! Project (which places gently used books in sites parents and children visit so they can take them home and add to their own libraries); recommending books for the Springfield School Volunteers’ annual read-aloud in the schools project; spending a large cash donation from a private fund on multiple copies of books needed for elementary and middle school summer reading lists; collaborating with the Hasbro Summer Learning Initiative to provide library cards and access to youth (up to age 14) participating in the out of school time programs it serves; participating on the Talk/Read/Succeed initiative to holistically address the needs of families in targeted housing authority complexes; visiting all Head Start Migrant Program classrooms and Family Nights to provide early literacy activities in Spanish; representing the Library on the Holyoke/Chicopee/Springfield Head Start Board of Directors (the agency serves multiple other towns as well); and purchasing and circulating to the public close to \$500,000 of library materials for youth ages 0-18 years old. Through the C/WMARS system, these materials, along with materials in the ECRC, are available to library cardholders throughout Western Massachusetts and the Commonwealth, and other libraries collaborate by making their materials available to Springfield cardholders.

E. Leveraging Resources (10 points)

Housing the Early Childhood Resource Center over the last six years trained the spotlight on the Library as multiple groups, agencies, and providers new to us approached us to collaborate. Typically, the Library provided and received in-kind services to and from these groups and initiatives as opposed to receiving funding. However, part of the strength of the Family Child Care Language and Literacy Project described above was the presence of the ECRC materials at close hand for the participants. This Project brought in approximately \$35,000 to the Library in the first four years of funding. Two years ago, the Funder Collaborative for Reading Success was established to, among other strategic initiatives, “Support... the City library system to expand family literacy programming such as developmentally-appropriate story hours for families with children... and increasing multicultural/multilingual materials and programming.” In 2013, we received \$15,000 from the Funder Collaborative to support an Early Literacy Specialist position, continue the Family Child Care Language & Literacy Project course, and create Preschool Activity Centers in two of our branches. These centers have demonstrated significant increases in use by families who spend more time in the library and engage in more conversations and imaginative play than before their establishment. We plan to seek more funding from the Funder Collaborative to expand this resource. Having special collections and targeting important constituencies, such as underserved families and caregivers of young children, is particularly appealing to many funders. A promising funding source to pursue is the Toyota Family Learning Foundation.

Twice a year, the City of Springfield has printed ECRC newsletters free of charge. The ECRC buys the paper and postage, but the City provides the ink, high-speed/volume copying, and labor. Flyers advertising the ECRC are handled by the Library’s marketing person. The Library contributes the time of its marketing person plus the printing and paper of the ECRC flyers she designs. The Children’s Room staff manages the Resource Center without spending funds on an additional person. The ECRC website was created and is maintained by the Library’s webmaster and is housed on the City of Springfield’s server.

This project will be enhanced by support from the Friends of the Springfield Library who have a strong commitment to early childhood literacy and are willing to pay for supplementary programming, supplies, and refreshments. The Irene E. and George A. Davis Foundation is a strong supporter of our early literacy projects, sponsoring LittleFest of Storytelling every year and other initiatives we participate in, including Talk/Read/Succeed, which targets preschool and school age children and their families in two Springfield Housing Authority complexes and which has been recognized nationally for its innovative, holistic approaches to improving literacy outcomes.

F. Evaluation (10 Points)

While we collect attendance statistics and anecdotal data for programs and outreach events, and do count ECRC resource use and circulation, the Library cannot test patrons. We hope to observe the following outcomes. Children will be observed: asking to look at the book after the program, asking the parent if they can choose a book to take home, asking the parent to read them a book, asking when they are going to come back to the library. Parents will be observed: asking whether [this] program is always happening on x day, bringing their child back to the library, for a program or on their own, allowing their children to choose books to read in the library or borrow, asking their child to read a book with them, asking for book suggestions, feeling more confident around books, choosing them, and reading them. Outreach visit outcomes: asking: “Are you coming back?” “Do you do things like this at the Library?”, coming in to the Library and saying, “I saw you at...!””, asking: “If I came to the Library, could you help me...?”, asking: “I wonder if you have....?”, being invited back by the hosts. General program success will be also be evaluated by attendance. A program that consistently draws approximately 15 people is a program we would continue. We consistently reach thousands of children and adults each year through programming and outreach. Programming and attendance totals have increased along with our staffing in the past year, and we believe our future programming and activities will continue to reach and impact a large population. The success and usefulness of professional development workshops offered will continue to be evaluated using attendance numbers, post-workshop surveys, and anecdotal feedback.

D. Proposed Budget (10 Points) (Attached)

[On line 3, you list \\$2070 for additional materials to update and expand collection.](#)

In addition to the specific book types listed on the budget line, we've left this amount to purchase additional books, any replacement books or other resources needed due to loss or condition of the items, and additional new resources such as puzzles and kits as needed. Such new resources would be those that support early literacy and numeracy, or that support often-requested curriculum topics. Example resources may be kits on science-related topics like bugs, Spanish-English vocabulary resources, or word-building puzzles. Funds may also be used to replace or upgrade packaging/storage for kits and other resources as needed.

[On line 11, you include \\$3000 for 2 workshops. Please provide detail about the workshops, including audience, session/series, etc.](#)

This amount is based on the funds we spent in FY14 on two excellent five-hour professional development workshops from the IEPD (Exact amount may change depending on the IEPD's forthcoming course catalog.). Feedback on the courses was overwhelmingly positive, as was our experience working with the instructors. We plan to continue working with the IEPD to offer additional courses. The five-hour courses

CT EEC 0900 FY15SRF150021SPRINGF

enable the attendees to earn .5 CEUs, which has been greatly appreciated and has made the courses popular in our local early education community. We consistently fill the course and waitlist to capacity. We are currently researching the first potential workshop for FY15, and some contenders are "Children on the Autism Spectrum" and "Supporting Dual Language Learners," both of which are geared toward a mixed audience of center-based and family child care professionals. These five-hour courses are usually offered in two 2.5-hour sessions at the library.

Attachment: FY15 SPRINGFIELD SOW ECRC (2783 : Early Childhood Resource Center Grant - \$21,000)



REQUEST FOR GRANT SETUP

This form and the required attachments are required by the Office of the City Comptrollers before a Grant Fund and related accounts will be created in MUNIS. Please do not use this form for requesting a non-grant related account to be created – use the Request for New Account form instead. Please return this form and the required attachments to the Office of the City Comptrollers.

All fields are mandatory.

Date of Request 9/30/14

Department Requesting Grant Setup Library

Department Phone # (Please include extension) 263-6828 x290

Name and Title of Person to Contact in Case of Questions Carol Leaders, Bus Mgr

Was this Grant previously setup for a prior fiscal year? Y

If yes, please indicate your previous project number: 18213

If this is a new Grant, have you filled out the “Approval to apply for a grant” Form? (Y/N) If yes, please attach a copy of the Approved Form.

Grant Type:

State – Highway

Federal Pass-Through DOE– School

Federal Direct– School

Federal – City

State DOE– School

X State Other – School

State – City

Private/Other

Grant Name: Early Childhood Resource Center

Total Grant Amount Awarded: \$21,000 3 year grant

Is this a Reimbursable Grant? (Y/N)

A Reimbursable Grant is defined as one that requires that you pay for expenses first and then you apply to the grantor for a reimbursement of the exact amount actually expended.

If it is a Reimbursable Grant, please enter Grantor contact information or the CID # if Grantor is already in the customer file:

Entity Name
Contact Person
Street Address
City, State, Zip Code
Telephone
Fax
E-Mail

Actual Award Date 8/15/2014
Board Approval Date
Start Date 10/14/2014
Expiration Date 6/30/2017
Renewal Action Date (optional)
If there are any Matching Funds:
Type
Percent
Amount

Comments re: Description/Purpose of Grant

Comments re: Conditions/Restrictions of Grant

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

What is the required drawdown frequency?
(Ex: Monthly, Quarterly)

If payment is to be sent by Grantor as a Wire,
Please enter any wire reference/identification # that may be used (if known)

Please list all object codes needed for the grant.
(Attach additional sheets if additional orgs and roll-ups are needed):

Org Code: 28986105

Object Codes: 551300; 571100; 531200; 534100; 530105; 5806000; 501000; 506000;
551700; 542010

Budget Roll-Up Codes: YES

I hereby attest that under the penalties of Chapter 656, I will adhere to all regulations in this grant agreement. I am responsible for timely and accurate reimbursements in the amounts listed above.

Signature

Date

Please attach the following documents:

- Signed Approval to Apply for a Grant Form
- Grant Award Letter
- City Council/Mayor Approval
- Any other relevant documentation

This Form and all relevant attachments will be scanned and attached in the Grant Maintenance module in MUNIS and can be viewed or printed at your convenience.



City of Springfield

SCHEDULED

Meeting: 10/06/14 07:00 PM
Initiator: Ronald Molina-Brantley
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2776

2.9

MCC Grant Acceptance - No Match Required \$11,300 (Mayor Sarno)

WHEREAS, the Library Department ("Department") has been awarded a Massachusetts Cultural Council, Cultural Investment Portfolio (CIP) Grant of \$11,300.00 from the Massachusetts Cultural Council (MCC); and

WHEREAS, the grant funds are intended to promote a vigorous art and cultural environment that seeks to improve the quality of life for Commonwealth residents; and

WHEREAS, the Department intends to use the grant funds to engage the community by connecting them to timely, accessible resources that will promote responsive public service, lifelong learning, independence and individual personal achievement for citizens of all ages. Further, the department will provide opportunities for community members to challenge and examine their world, and to explore the diversity of other worlds and heritages; and

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

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

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

MCC CIP - \$11,300.00



MASSACHUSETTS CULTURAL COUNCIL

10 St. James Avenue
Boston, MA 02116-3803

2.9.a

617.858.2700
800.232.0960 Toll Free
617.727.0044 Fax
mcc@art.state.ma.us E-mail
www.massculturalcouncil.org Web

September 8, 2014

Domenic Sarno, Mayor
City of Springfield
City Hall
36 Court Street
Springfield, MA 01103-1683

Dear Mayor Sarno:

Congratulations! We are pleased to inform you that Springfield City Library has been awarded a Massachusetts Cultural Council (MCC) grant of \$11,300 in the Colleagues category of the Cultural Investment Portfolio (CIP) for FY15 (Grant #FY15-CI-COL-0739).

The enclosed Contract Package contains award instructions and reporting requirements. Please review the contract carefully and return the required paperwork to Cyndy Gaviglio, Contracts Officer at the MCC by Friday, January 30, 2015. This will help us process the award as quickly as possible. For questions about the contract, please contact Cyndy at 617/858-2711 or Cyndy.Gaviglio@art.state.ma.us.

Please make note of the following key reporting requirements for FY15:

1. Report on two advocacy activities and demonstrate compliance with the Credit & Publicity Agreement by June 1, 2015.
2. Generate an MCC Funder Report through the Cultural Data Project by the end of June, the deadline chosen by Springfield City Library, or by no later than June 1, 2015. The Funder Report must include "Review Complete" Data Profiles through your most recently completed Fiscal Year.

Please review Attachment A for a full list of deadlines specific to your organization. To read a complete description of Cultural Investment Portfolio requirements and guidelines, please visit our website: www.massculturalcouncil.org/CIP.html.

If you have any questions about CIP program requirements, please contact Charles Coe, Program Officer for Colleagues, at 617/858-2707 or Charles.Coe@art.state.ma.us.

Sincerely,

Ira S. Lapidus
Chair

Anita Walker
Executive Director

Enclosures



cc: Molly Fogarty, Library Director, Springfield City Library

A STATE AGENCY SUPPORTING THE ARTS, HUMANITIES & SCIENCES

RECEIVED
SEP 11 2014
BY: _____

Packet Pg. 71

Attachment: Mass Cultural Grant (2776 : MCC Grant Acceptance - No Match Required \$11,300)



REQUEST FOR GRANT SETUP

This form and the required attachments are required by the Office of the City Comptrollers before a Grant Fund and related accounts will be created in MUNIS. Please do not use this form for requesting a non-grant related account to be created – use the Request for New Account form instead. Please return this form and the required attachments to the Office of the City Comptrollers.

All fields are mandatory.

Date of Request 9/18/2014

Department Requesting Grant Setup Library

Department Phone # (Please include extension)
x290 263-6828

Name and Title of Person to Contact in Case of Questions C Leaders, Bus Mgr

Was this Grant previously setup for a prior fiscal year? Yes

If yes, please indicate your previous project number: 83614

If this is a new Grant, have you filled out the “Approval to apply for a grant” Form?
(Y/N) If yes, please attach a copy of the Approved Form.

Grant Type:

State – Highway
Federal Pass-Through DOE– School
Federal Direct– School
Federal – City
State DOE– School
State Other – School
State – City
Private/Other

X

Grant Name: Massachusetts Cultural Council

Total Grant Amount Awarded: \$11,300

Is this a Reimbursable Grant? (Y/N) N

A Reimbursable Grant is defined as one that requires that you pay for expenses first and then you apply to the grantor for a reimbursement of the exact amount actually expended.

If it is a Reimbursable Grant, please enter Grantor contact information or the CID # if Grantor is already in the customer file:

Entity Name
Contact Person
Street Address
City, State, Zip Code
Telephone
Fax
E-Mail

Actual Award Date 9/8/2014

Board Approval Date

Start Date 9/8/2014

Expiration Date 6/30/2015

Renewal Action Date (optional)

If there are any Matching Funds:

Type
Percent
Amount

Comments re: Description/Purpose of Grant

Comments re: Conditions/Restrictions of Grant

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

What is the required drawdown frequency?

(Ex: Monthly, Quarterly)

If payment is to be sent by Grantor as a Wire,

Please enter any wire reference/identification # that may be used (if known)

Please list all object codes needed for the grant.
(Attach additional sheets if additional orgs and roll-ups are needed):

Org Code: 28366105

Object Codes: 530105 551700 571100 551300 524020 531040 531200 580600

Budget Roll-Up Codes: YES

I hereby attest that under the penalties of Chapter 656, I will adhere to all regulations in this grant agreement. I am responsible for timely and accurate reimbursements in the amounts listed above.

____Molly Fogarty____
Signature

____9/2/2014_____
Date

Please attach the following documents:

- Signed Approval to Apply for a Grant Form
- Grant Award Letter
- City Council/Mayor Approval
- Any other relevant documentation

This Form and all relevant attachments will be scanned and attached in the Grant Maintenance module in MUNIS and can be viewed or printed at your convenience.



City of Springfield

SCHEDULED

Meeting: 10/06/14 07:00 PM
Initiator: Ronald Molina-Brantley
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2775

2.10

Fire Donation - \$800.00 (Mayor Sarno)

WHEREAS, the Fire Department ("Department") has received a donation of \$800.00 from Columbia Gas of Massachusetts ("Donor"); and

WHEREAS, the Donor requests that the funds shall be used for the purpose of the Fire Department as requested by the donor for 911 Remembrance, therefore \$800.00 will be applied to the Admin donation account; and

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

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

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

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

Fire Department Donation - \$800.00

Columbia Gas of Massachusetts
2025 Roosevelt Ave.
Springfield, MA 01104

Denise,

9-10-14

We are pleased to see
again support the city's effort
to always remember 9/11.

Enclosed is our donation
of \$800 to assist you in
hosting this important event.
See you on the 11th
Andrea

Attachment: Fire Donation (2775 : Fire Donation - \$800.00)

2025 Roosevelt Avenue
Springfield, MA 01104
413.784.2145
Fax: 413.732.7393
aluppi@nsource.com

Columbia Gas
of Massachusetts
A NiSource Company

Andrea M. Luppi
Manager, Communications and Community Relations

Attachment: Fire Donation (2775 : Fire Donation - \$800.00)

DOCUMENT CONTAINS AN EASY TO USE PHOTOGRAPH MICHO POINT BORDER VERIFICATION BOX TO RIGHT OF ARROW. HOLD BETWEEN THUMB AND
FOREFINGER FOR BREATHING. COLOR WILL DISAPPEAR THEN REAPPEAR AND A SIMULATED WATERMARK ON THE BACK

COLUMBIA GAS OF MASSACHUSETTS

PO BOX 30130
COLLEGE STATION, TX 77842

60-160/433

PAY...EIGHT HUNDRED DOLLARS 00 CENTS

TO
THE
ORDER
OF:
SPRINGFIELD FIRE DEPARTMENT
605 WORTHINGTON STREET
SPRINGFIELD, MA 01105-1112

CHECK DATE
09/05/2014

CHECK NUMBER
5080025482

VALID FOR 180 DAYS

\$*****800.00

THE BANK OF NEW YORK MELLON
PITTSBURGH, PENNSYLVANIA

[Signature]

⑈5080025482⑈ ⑆043301601⑆ 10604428⑈



City of Springfield

SCHEDULED

Meeting: 10/06/14 07:00 PM
Initiator: Lindsay B. Hackett
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2774

3.11

Budget Transfer Across Departments \$110,148.04 (Mayor Sarno)

WHEREAS, to meet the expenses of the City of Springfield for the fiscal year commencing July 1, 2014 and ending June 30, 2015 (FY'15), pursuant to Mass. Gen. Laws ch. 44, Section 33B, and Chapter 468 of the Acts of 2008, the Chief Administrative and Financial Officer and his Honor the Mayor have requested authorization from the City Council to transfer the sum of \$ 110,148.04 from Finance - Salary and Wages to the Various Departments attached in order to fund retroactive salary increases for the United Food and Commercial Workers' Union (UFCW.)

WHEREAS, the Chief Administrative and Financial Officer, TJ Plante, whose Department is in control of the appropriation from which the transfer is proposed to be made, has approved this transfer,

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

NOW THEREFORE BE IT ORDERED, that the City Council approves the transfer of the sum of \$110,148.04 from the Finance - Salary and Wages line to the Various Departments attached in order to fund retroactive salary increases and meet the expenses of the City of Springfield for Fiscal Year 2015.

From: Finance - Salary and Wages

0100-10-133-0000-0000-0010-000000-0000000-501000- \$110,148.04

To: Various - Salary and Wages (see attached)

\$110,148.04

FINANCIAL IMPACT:

Budget Transfer Across Departments \$110,148.04

Org-Obj	FY 2014	FY 2015	Grand Total
01190250-501000	345.80	224.55	570.35
01190250-506000	32.66		32.66
01211710-501000	1,350.02	545.04	1,895.06
01442221-501000	2,799.99	973.09	3,773.08
01442221-506000	198.36	65.14	263.50
01442223-501000	2,348.19	1,041.55	3,389.74
01442223-506000	112.07	32.55	144.62
01442225-501000	22.86		22.86
01442225-506000	29.72		29.72
01442228-501000	5.14	45.56	50.70
01442228-506000	125.35	270.37	395.72
01442299-501000	5,811.15	2,696.02	8,507.17
01442299-506000	295.13	95.63	390.76
01442299-508000		2.98	2.98
01442331-501000	144.77		144.77
01442331-506000	594.82		594.82
01442335-501000	101.51		101.51
01442335-506000	1,507.11		1,507.11
01442399-501000	562.84		562.84
01442399-506000	1,250.95	149.10	1,400.05
01443005-501000	1,502.95	604.45	2,107.40
01443005-506000	11.88	4.47	16.35
01443991-501000	2,973.91	1,699.90	4,673.81
01443991-506000	109.79	21.03	130.82
01443999-506000	8.14		8.14
01444332-501000	22.16	75.64	97.80
01444332-506000	12.68	0.28	12.96
01444334-501000	1,429.37	179.13	1,608.50
01444334-506000	67.05		67.05
01444336-501000	724.35	352.95	1,077.30
01444336-506000	51.24	44.22	95.46
01444399-501000	128.44		128.44
01444399-506000	224.82		224.82
01631012-501000	1,323.05	277.61	1,600.66
01631012-506000	61.87	28.76	90.63
016330-501000	1,021.51	630.28	1,651.79
016330-506000	69.97	37.90	107.87
01634520-501000	561.50	233.41	794.91
01634520-506000	1.65	6.67	8.32
016510-501000	5,391.47	2,235.91	7,627.38
016510-506000	458.79	304.24	763.03
01651500-501000	2,489.75	1,083.69	3,573.44
01651500-506000	97.71	53.64	151.35
01651900-501000	185.12	184.45	369.57
65443332-501000	20,059.65	6,652.83	26,712.48
65443332-505000	77.85		77.85

65443332-506000	1,652.46	639.39	2,291.85
65443333-501000	6,535.49	3,064.74	9,600.23
65443333-505000	27.34		27.34
65443333-506000	381.67	184.63	566.30
65443334-501000	627.38	286.80	914.18
65443334-506000	262.19	165.21	427.40
65443335-506000	282.38		282.38
65443336-501000	1,716.14	775.76	2,491.90
65443336-505000	2.95		2.95
65443336-506000	144.48	36.32	180.80
65443337-501000	7,752.10	2,661.11	10,413.21
65443337-505000	15.44		15.44
65443337-506000	707.65	286.28	993.93
65443391-501000	2,661.37	1,336.96	3,998.33
65443391-506000	264.94	74.81	339.75
65443399-501000	26.26	14.46	40.72
65443399-505000	3.18		3.18
Grand Total	79,768.53	30,379.51	110,148.04

Attachment: Copy of C20 Retro Summary by Org-Obj by FY 09262014 (2774 : Budget Transfer Across Departments \$110,148.04)

City of Springfield
36 Court Street
Springfield, MA 01103



Division of Administration
and Finance

To: Springfield City Council
From: Timothy J. Plante, Chief Administrative & Financial Officer
Date: October 6, 2014
Re: Order for Council Meeting – 10/6/14
Cc: Mayor Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the October 6, 2014 Council meeting, which authorizes the Office of Management and Budget to transfer funds from the department to various departments for retroactive salary increases for the United Food and Commercial Workers' Union (UFCW).

Background: Recently the UFCW bargaining unit ratified a new settlement agreement, which includes wage increases effective July 1, 2012 of zero per cent (0%), wage increases effective July 1, 2013 of two per cent (2%), wage increases effective July 1, 2014 of two per cent (2%), and wage increases effective July 1, 2015 of two per cent (2%). This ratification was approved by City Council on August 25, 2014. We did not request appropriation at that time in order to accurately determine retroactive salary calculations across multiple departments and positions. These increases total \$110,148.04 and will be divided among the appropriate departments.

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

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

Attachment: CAFO Certification UFCW retro transfer (2774 : Budget Transfer Across Departments \$110,148.04)



City of Springfield

SCHEDULED

Meeting: 10/06/14 07:00 PM
Initiator: Lindsay B. Hackett
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2790

3.12

Reserve for Contingencies to Parks - \$30,000 (Mayor Sarno)

WHEREAS, to meet the expenses of the City of Springfield for the fiscal year commencing July 1, 2014 and ending June 30, 2015 (FY'15), pursuant to Mass. Gen. Laws Ch. 44, Section 33B, and Chapter 468 of the Acts of 2008, the Chief Administrative and Financial Officer and his Honor the Mayor have requested authorization from the City Council to transfer the sum of \$30,000.00 from the Reserve for Contingency line item to the Parks and Recreation Department Salary line item in order to fund the after school program positions for the fiscal year and

WHEREAS, the City Comptroller, Patrick Burns, 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 the sum of \$30,000.00 from the Reserve for Contingency line item to the Parks and Recreation Department Salary line item to meet the expenses of the City of Springfield for Fiscal Year 2015.

From: Comptroller - Reserve for Contingencies

0100-10-135-0000-0000-0010-000000-0000000-578200 \$30,000.00

To: Parks and Recreation Department - Permanent Salary

0100-60-630-6300-6315-0000-000000-0000000-501000 \$30,000.00

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: October 6, 2014
Re: Order for Council Meeting – October 6, 2014
Cc: Mayor Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the October 6, 2014 Council meeting, which will fund after school program positions.

Background: This request is in response to the Parks department request to begin the hiring process for the after school program. The current budget for the afterschool program is \$90,160.00. The department is currently seeking additional funding from the FY15 Shannon grant to continue the program once the \$30,000 is exhausted.

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

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

Attachment: CAFO Certification Parks Afterschool (2790 : Reserve for Contingencies to Parks - \$30,000)



City of Springfield

SCHEDULED

Meeting: 10/06/14 07:00 PM
Initiator: Jennifer Winkler
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2789

3.13

Reserve for Contingencies to Veteran's - \$30,000 (Mayor Sarno)

WHEREAS, to meet the expenses of the City of Springfield for the fiscal year commencing July 1, 2014 and ending June 30, 2015 (FY'15), pursuant to Mass. Gen. Laws Ch. 44, Section 33B, and Chapter 468 of the Acts of 2008, the Chief Administrative and Financial Officer and his Honor the Mayor have requested authorization from the City Council to transfer the sum of \$30,000.00 from the Reserve for Contingency line item to the Veteran Affairs Salary line item in order to fund the a new investigator position for the fiscal year and

WHEREAS, the City Comptroller, Patrick Burns, 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 the sum of \$30,000.00 from the Reserve for Contingency line item to the Veteran Affairs Salary line item to meet the expenses of the City of Springfield for Fiscal Year 2015.

From: Comptroller - Reserve for Contingencies

0100-10-135-0000-0000-0010-000000-0000000-578200 \$30,000.00

To: Veteran Affairs- Permanent Salary

0100-50-543-0000-0000-0010-000000-0000000-501000 \$30,000.00

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: October 6, 2014
Re: Order for Council Meeting – October 6, 2014
Cc: Mayor Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the October 6, 2014 Council meeting, which will fund a new investigation position in the Veteran's Office.

Background: This request is in response to the Department's appeal for increased investigative services and the Council's request for the City to conduct due diligence in hiring an additional position. The Department presented data through a business case which demonstrated the position would allow more Veteran's access to necessary services and verify Veterans currently receiving assistance are in compliance with Federal, State and Local regulations.

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

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

Attachment: CAFO Certification Vet Position (2789 : Reserve for Contingencies to Veteran's - \$30,000)



City of Springfield

SCHEDULED

Meeting: 10/06/14 07:00 PM
Initiator: Kathy Breck
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2791 B

3.14

Order Authorizing and Approving Disposition of Property at 380 Bay Street (Mayor Sarno)

WHEREAS, the City of Springfield (the "City") is the owner of certain real property known as 380 Bay Street, Springfield, Massachusetts, ("the Property"); and

WHEREAS, the City issued a Request for Proposals #15-019 ("RFP") for the disposition and redevelopment of the Property, which has a City assessed value of One Hundred Twelve Thousand Four Hundred Dollars (\$112,400.00); and

WHEREAS, in accordance with Massachusetts General Laws c. 30B, section 16, the RFP Selection Committee identified the Mt. Zion Baptist Church as the entity submitting the most advantageous proposal; and

WHEREAS, the RFP Selection Committee rated the proposal from Mt. Zion Baptist Church as the most advantageous for the City because it proposed to safely remediate and demolish the existing structure at the property, and to use the Property as a new parking lot;

WHEREAS, on or about September 8, 2014, the Mt. Zion Baptist Church was designated as the preferred developer for the Properties, contingent upon the completion of certain due diligence actions on site; and

WHEREAS, at this time, Mt. Zion Baptist Church has completed its due diligence actions at the Property, and has received the approval of the City of Springfield Office of Planning and Economic Development, subject to the approval of the City Engineer;

NOW THEREFORE, BE IT ORDERED, that the City Council of the City of Springfield, with the approval of the Mayor, hereby declares that the Property known as 380 Bay Street, Springfield Massachusetts, is available for disposition, and subject to the approval of the City Engineer, approves the transfer of the Property to the Mt. Zion Baptist Church ("Buyer") for consideration of Three Thousand (\$3,000.00) Dollars, and hereby authorizes the Mayor to take all steps necessary to complete the transfer by accepting the payment from the Buyer on behalf of the City, and by delivering a deed to the Buyer in substantially the same form as the draft deed attached hereto as Exhibit A.

FINANCIAL IMPACT:

The City proposes to transfer 380 Bay Street to the Buyer for \$3,000.00.

EXHIBIT A**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 **THREE THOUSAND DOLLARS (\$3,000.00)**, hereby grants to **MT. ZION BAPTIST CHURCH OF GREATER SPRINGFIELD**, a Massachusetts religious entity under M.G.L. c. 180, with a principal place of business at 368 Bay Street, Springfield, Massachusetts 01104, with **QUITCLAIM COVENANTS**, the land in said Springfield, described as follows:

A certain parcel of land, with the buildings thereon, known as 380 Bay Street (Parcel ID #01085-0077), being the same premises defined as "Parcel One" in a deed from Alphonse A. Salvon and Carmella R. Salvon to Donald James dated May 29, 1996 and recorded at the Hampden County Registry of Deeds at Book 9503 and Page 371.

Being the same premises taken for failure to pay taxes by Final Judgment of the City of Springfield dated May 20, 2014, recorded at the Hampden County Registry of Deeds at Book 20302 and Page 525, in Tax Lien Case number 13 TL 139393.

The parcels are sold pursuant to Chapter 30B section 16 of the Massachusetts General Laws "as is" and are conveyed subject to the below restrictions which are to be taken and construed as running with the land and are to be binding upon said Grantee, its successors, assigns, grantees and lessees for a term of twenty (20) years after the date of this deed creating them unless released by said Grantor. These restrictions shall be for the benefit of the City of Springfield and may be enforced by the City through appropriate legal or equitable proceedings. The restrictions are as follows:

(1) The parcels cannot be used as a church, as a homeless shelter, for non-accessory signs and for any uses not allowed within a Business C Zoning District; (2) The parcels are sold subject to all environmental conditions which the Grantee agrees to assume; (3) The parcels are sold subject to all current zoning, building and historic district restrictions and controls in effect at the time of the closing; (4) All initial redevelopment shall be conducted in accordance with the plans approved by the Grantor's Office of Planning and Economic Development; (5) The parcels are sold subject to the covenants set forth in the Land Disposition Agreement entered into by Mt. Zion Baptist Church of Greater Springfield and the City of Springfield on _____, 2014 and attached hereto as Exhibit B; and (6) If the parcels are not developed within twelve (12) months from the date of recording of this Quitclaim Deed, the parcels shall revert back to City ownership at no cost and for no consideration, subject to the procedures and cure period set

forth in said Land Disposition Agreement. The term "developed", for the purposed of the above said reverter clause, shall be defined as the completion of the construction of a paved parking lot with landscaping and other improvements as approved by the City Planning Dept. and City Engineer at the property.

This deed shall be subject to all easements and restrictions of record, if any, lawfully existing in, upon or over said land 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 the ____ of October, 2014, and attached hereto as "Exhibit #1".

CITY OF SPRINGFIELD

By _____

Domenic J. Sarno, Mayor

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, ss.

Springfield, Massachusetts

On this _____th day of October, 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.

Notary Public

My Commission Expires:

EXHIBIT #1**CITY COUNCIL ORDER APPROVING TRANSFER****Order Authorizing and Approving Disposition
of Real Property known as 380 Bay Street**

WHEREAS, the City of Springfield (the "City") is the owner of certain real property known as 380 Bay Street, Springfield, Massachusetts, ("the Property"); and

WHEREAS, the City issued a Request for Proposals #15-019 ("RFP") for the disposition and redevelopment of the Property, which has a City assessed value of One Hundred Twelve Thousand Four Hundred Dollars (\$112,400.00); and

WHEREAS, in accordance with Massachusetts General Laws c. 30B, section 16, the RFP Selection Committee identified the Mt. Zion Baptist Church as the entity submitting the most advantageous proposal; and

WHEREAS, on or about September 8, 2014, the Mt. Zion Baptist Church was designated as the preferred developer for the Properties, contingent upon the completion of certain due diligence actions on site; and

WHEREAS, at this time, Mt. Zion Baptist Church has completed its due diligence actions at the Property, and has received the approval of the City of Springfield Office of Planning and Economic Development, subject to the approval of the City Engineer; and

WHEREAS, the RFP Selection Committee rated the proposal from Mt. Zion Baptist Church as the most advantageous for the City because it proposed to safely remediate and demolish the existing structure at the property, and to use the Property as a new parking lot;

WHEREAS, NOW THEREFORE, BE IT ORDERED, that the City Council of the City of Springfield, with the approval of the Mayor, hereby declares that the Property known as 380 Bay Street, Springfield Massachusetts, is available for disposition, and subject to the approval of the City Engineer, approves the transfer of the Property to the Mt. Zion Baptist Church ("Buyer") for consideration of Three Thousand (\$3,000.00) Dollars, and hereby authorizes the Mayor to take all steps necessary to complete the transfer by accepting the payment from the Buyer on behalf of the City, and by delivering a deed to the Buyer in substantially the same form as the draft deed attached hereto as Exhibit A.

EXHIBIT B**LAND DISPOSITION AGREEMENT**

[DRAFT]

This Agreement is made and entered into as of the ___ day of _____, 2014, by and between the **CITY OF SPRINGFIELD**, a municipal corporation with a usual place of business at 36 Court Street, Springfield, Massachusetts 01103 (the "City"), and _____, a Massachusetts _____ company, with a principal place of business at _____, Massachusetts ("Redeveloper" as further defined in Section 101(u),) (the City and the Redeveloper being collectively referred to herein as the "Parties" and shall include any successor in interest whether by act of a party to this Agreement or by operation of law or otherwise).

RECITALS

WHEREAS, the City is the owner of certain real property known as _____, Springfield, Massachusetts (collectively, the "Property"); and

WHEREAS, the City, acting by RFP (Bid# _____) and through its Department of Purchase, requested proposals for the purchase and redevelopment of the Property; and

WHEREAS, on or about _____, the City selected _____, as the successful proposer in response to a Request For Proposals issued by the City for the Property and has designated _____ as Preferred Developer of the Property; and

WHEREAS, the City of Springfield seeks to develop the Property for use as supportive parking; and

WHEREAS, the Redeveloper intends to redevelop the property by demolishing the existing structures located therein, and by creating a parking lot; and

WHEREAS, the Redeveloper has inspected the Property to its satisfaction in all respects and is willing to accept conveyance of the Property "as is"; and

WHEREAS, the Parties wish to memorialize in this Agreement certain undertakings to effectuate the intent of the Request For Proposals, issued by the City for the purchase and redevelopment of the Property.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties intending to be legally bound hereby agree as follows:

**ARTICLE I
DEFINITIONS****Section 101: Defined Terms**

For the purpose of this Agreement, the following terms shall have the meanings, respectively, ascribed to them below:

- a) "Architect" shall mean an architectural firm licensed to practice architecture in the Commonwealth of Massachusetts.
- b) "Authorized Agent" shall mean the Chief Development Officer of the City of Springfield, or any person designated by him to act on his behalf.
- c) "Certificate of Completion" shall have the meaning set forth in Section 304 hereof.
- d) "City" shall mean the City of Springfield, Massachusetts.
- e) "Closing" shall have the meaning set forth in Section 204 of this Agreement.
- f) "Closing Date" shall mean the date referred to in Section 204 of this Agreement.
- g) "Codes" shall mean the Massachusetts State Building Code, Massachusetts State Fire Code and the Springfield Zoning Ordinance, as such regulations and ordinances may be amended from time to time.
- h) "Condominium" shall mean any condominium declared on the Property after completion of the Improvements, as further described in Section 1001.
- i) "Deed" shall mean the instrument, to be recorded in accordance with this Agreement in Hampden County Registry of Deeds in Springfield, Massachusetts ("Registry"), whereby the Property is conveyed to the Redeveloper.
- j) "Design Proposal" shall mean a submittal by the Redeveloper that includes a site plan and floor plan as well as any accompanying drawings and /or sketches submitted by the Redeveloper and approved by the City.
- k) "Development Review Procedures" shall mean the procedures undertaken by the Office of Planning & Economic Development in completing a Site Plan Review, as set forth in the Codes. Such review will be completed by the issuance of with an approval letter from said department.
- l) "Event of Default" shall have the meaning set forth in Section 702(a).
- m) "Final Drawings and Specifications" shall the mean the complete working drawings and specifications, suitable for bidding, including such drawings and specifications for facade treatment samples of materials, and a written statement of the differences, if any, from the approved Preliminary Drawings and Specifications, to be submitted and approved by the City pursuant to the Codes and the Development Review Procedures.
- n) "Improvements" shall mean the remediation and demolition of the existing structures located at the Property, and the creation of a new parking lot at the Property.

- o) "Lenders" shall have the meaning set forth in Section 402(b).
- m) "Project" shall mean the permitting, construction and initial lease-up of the Improvements.
- u) "Preliminary Drawings and Specifications" shall mean site plans, floor plans, elevations and sections, outline specifications, and models which have been developed to show the detailed architectural character of the Improvements and their relationship to the Design Proposal approved by the City.
- v) "SPE Project Owner" shall have the meaning set forth in Section 401(e).

ARTICLE II TRANSFER OF THE PROPERTY AND PAYMENT THEREFOR

Section 201: Covenant of Sale

Subject to all of the terms, covenants and conditions of this Agreement, the City agrees to sell and convey and the Redeveloper covenants and agrees to purchase the Property.

Section 202: Condition of Land to be Conveyed

The City and the Redeveloper covenant and agree that the Property shall be conveyed in "as is" condition. *The Redeveloper represents that it has inspected the Property to its satisfaction in all respects.*

Section 203: Purchase Price; Payment

The purchase price ("Purchase Price") for the Property shall be _____ (\$_____) and other good and valuable consideration, which is the complete performance by the Redeveloper of its obligations pursuant to this Agreement.

Section 204: Time of Sale and Conveyance

The sale and conveyance and delivery of possession of the Property and the purchase of the same by the Redeveloper shall take place on _____, or such other date as may be agreed upon by the parties, and shall occur at _____. The conveyance shall also be referred to herein as the "Closing."

Section 205: Title and Instrument of Conveyance

The sale and conveyance shall be by quitclaim deed of good and marketable fee simple title free and clear of all liens and encumbrances, but subject to and with the benefit of all conditions, covenants, easements, and restrictions as of record appear or as set forth or referred to in this Agreement and/or in the Plan.

Section 206: Tax Stamps and Other Closing Costs

The Redeveloper shall pay the cost of recording this Agreement, the Deed, including transfer taxes, if any, and all other instruments and plans to be recorded with the Registry.

Section 207: Adjustments

The Redeveloper shall pay all taxes, charges or assessments allocable to the Property with respect to any period after delivery to the Redeveloper of the Deed hereunder. In the event any portion of the Property is exempt from taxation on the assessment date next preceding the conveyance hereunder by virtue of title being vested in the City or other tax exempt entity, the Redeveloper shall pay, pursuant to M.G.L. c. 59, § 2C and in accordance with the procedures prescribed therein, in lieu of a tax adjustment, a pro rata amount of the taxes which would have been payable to the City of Springfield if such parcel had not then been exempt from taxation, for that portion of the tax year during which the Redeveloper has title and possession. This payment in lieu of taxes shall be computed using the assumed assessment of the Property and using the tax rate for the current tax year if it is known, and if it is not known, the estimated tax rate established by the City Assessor. All other closing costs and adjustments, if any, shall also be paid to the City upon delivery of the Deed to the Property. The provisions of this Section shall survive delivery of the Deed.

Section 208: Conditions Precedent to Conveyance

The City shall not be obligated to make conveyance of the Property unless and until the following events have all occurred:

- a. Final Drawings and Specifications for the Property have been submitted by the Redeveloper and approved by the City of Springfield Office of Planning and Economic Development as provided in Section 302 hereof.
- b. The Redeveloper has furnished evidence satisfactory to the City that the Redeveloper has adequate equity capital to complete the Project.
- c. The Redeveloper has obtained one or more building permits for the Project from the City of Springfield Inspectional Services Department and has paid all application fees in connection therewith, and the improvements described in the building permit(s) are in accordance with the Final Drawings and Specifications approved by the City pursuant to Section 302 hereof.

Section 209: Default by City

a. In the event that the City shall be unable to give title or to make conveyance or to deliver possession of the Property as provided for herein, then all obligations of the parties hereunder shall cease and this Agreement shall be void and the parties without recourse except as provided in Section 209(b) hereof, unless the City shall elect to use reasonable efforts to remove any defect in title or to deliver possession as herein agreed, as the case may be, in which event the City shall give written notice thereof to the Redeveloper at or before the time for performance by the City hereunder, and thereupon the time for the performance by the City shall be extended for a period of ninety (90) days, or such longer period as the City and the Redeveloper shall mutually agree; provided, however, that the Redeveloper shall have the election, either at the original or any extended time for performance, to accept such title or possession as the City can deliver to the Property and to pay therefor without deduction, in which case the City shall convey such title to the Redeveloper.

b. In the event that at the time for Closing, as it may be extended, the City shall be unable to give title or to make conveyance or to deliver possession of the Property as herein provided, then the City shall reimburse the Redeveloper for all costs and expenses incurred from and after the date of this Agreement in connection with the Project, including, but not limited to, the sums paid to create the Design Proposal, the Preliminary Drawings and Specifications and the Final Drawings and Specifications. After the City has paid such reimbursement, all obligations of the parties hereto shall cease; and this Agreement shall be void and without further recourse to the parties hereto.

Section 210. Representations and Warranties

a. The City hereby represents and warrants to the Redeveloper, without limiting the representations, covenants and warranties of the City contained elsewhere in this Agreement, the following representations and warranties which shall be true and correct in all material respects as of the date hereof and as of the Closing date:

1. The City owns good, clear record and marketable fee simple title to the Property.
2. There are no actions, suits or proceedings pending or, to the best of the City's knowledge, threatened against the City affecting any portion of the Property or Seller's interest therein, at law or in equity, before or by any federal, state or other governmental department, commission, board, bureau, agency or instrumentality.
3. There are not leases, licenses (other than easements of record), occupancy or related agreements or tenancies affecting the Property.
4. The City has not entered into any other contracts for the sale of the Property, nor are there any rights of first refusal or options to purchase the Property or any other rights of others that might prevent the consummation of the transaction contemplated by this Agreement.

5. The City has not received written notice of any violation of any statute, ordinance, law, rule, regulation or code applicable or alleged to be applicable to the Property which has not been cured.

6. The City, and each of the municipal boards and officials acting on the City's behalf pursuant to this Agreement, will promptly undertake review of the Design Proposal, the Preliminary Drawings and Specifications and the Final Drawings and Specifications, and will perform such review in good faith for the limited purpose of ensuring that the Improvements comply with the requirements of the RFP and the terms and conditions of this Agreement (and not for the purpose of changing the proposed number or layout of the dwelling units, imposing the City's design preferences on the Project, or imposing any requirements on the post-construction operation and management of the Improvements). This covenant shall survive the Closing.

b. The Redeveloper hereby represents and warrants to the City, without limiting the representations, covenants and warranties of Redeveloper contained elsewhere in this Agreement, and as a material inducement for the City to enter into this Agreement and to consummate the Closing hereunder, the following representations and warranties which shall be true and correct in all material respects on the date hereof and on the Closing Date as though such representations and warranties were made at and as of the Closing Date:

1. The Redeveloper is a limited liability company duly created and validly existing under the laws of the Commonwealth of Massachusetts.

2. This Agreement has been duly authorized, executed and delivered by the Redeveloper, and is the legal, valid and binding obligation of the Redeveloper, and does not violate any provision of any agreement or judicial order to which the Redeveloper is a party or to which the Redeveloper is subject. All documents to be executed by the Redeveloper which are to be delivered at the Closing will, at the time of the Closing, (i) be duly authorized, executed and delivered by the Redeveloper, (ii) be legal, valid and binding obligations of the Redeveloper, (iii) not violate any provision of any agreement or judicial order to which the Redeveloper is a party or to which the Redeveloper is subject.

3. The Redeveloper will comply with all laws and regulations of any governmental or quasi-governmental entity having jurisdiction over the Property, the Design Proposal, or the Improvements. This covenant shall survive the Closing.

ARTICLE III RESTRICTIONS AND CONTROLS UPON REDEVELOPMENT

Section 301: Restrictions on Use

a. The Redeveloper agrees for itself, and its successors and assigns, and every successor in interest to the Property or any part thereof, and the Deed shall contain covenants on

the part of the Redeveloper for itself, and its successors and assigns, that the Redeveloper, its successors and assigns shall:

1. Devote the Property only to and in accordance with the uses specified in this Agreement and the Codes, as they may be amended from time to time;
 2. Not discriminate upon the basis of race, color, sex, sexual orientation, religion or national origin in the construction, sale, lease or rental or in the use or occupancy of the Property or any Improvements erected or to be erected thereon, or any part thereof;
- b. It is intended and agreed, and the Deed shall so expressly provide, that the covenants provided in subsection (a) of this Section shall be covenants running with the land binding to the fullest extent permitted by law and equity for the benefit and in favor of, and enforceable by, the City and its successors and assigns. It is further intended and agreed that the covenants provided subsection (a) shall remain in effect for a period of twenty (20) years from the date hereof, and shall expire automatically, and without the need to execute, deliver or record any further instrument, on the date which is the twentieth (20th) anniversary of the effective date of this Agreement.
- c. In order to effectuate the provisions of subparagraphs (2) of subsection (a) of this Section, upon request the Redeveloper agrees to submit to the City all materials regarding its sales program, including but not limited to, advertising matter, brochures, leases, proposals for establishment of sales offices, for review of all aspects of said program which relate to or have an effect upon the selection of tenants or buyers. The Redeveloper shall not proceed with any aspect of its sales program to which the City objects, and agrees to follow all reasonable suggestions of the City with respect thereto.
- d. The Redeveloper agrees for itself, its successors and assigns, that during construction and thereafter, the Redeveloper, and its successors and assigns, shall include in all such advertising for the sale or rent of the units located in the Property, a statement to the effect that the Property is open to all persons without discrimination on the basis of race, color, sex, sexual orientation, religion or national origin.

Section 302: Submission and Initial Approval of Plans

- a. The Property shall be used for the construction of the Improvements. All Improvements are to be built in accordance with the Final Drawings and Specifications subject to the approval of the City's Office of Planning and Economic Development and to the applicable standards and controls of the Codes.
- b. The Redeveloper shall submit the following plans to the City, and the City shall use best efforts to review and approve such plans on by the dates set forth below; provided that such timeframes may be extended by mutual agreement of the parties in order to permit the Redeveloper to address comments and incorporate reasonable recommendations offered by the City:

1. The Design Proposal shall be submitted by the Redeveloper to the City's Office of Planning and Economic Development by the date which is not more than (60) days after the date of this Agreement; and the City shall provide its approval of the Design Proposal not more than thirty (30) days after the submission of same. Such approval shall be in the form of a written letter or certificate from the Office of Planning and Economic Development.

2. The Redeveloper shall submit the Preliminary Drawings and Specifications to City's Office of Planning and Economic Development by the date which is not more than (60) days after the date of the City's approval of the Design Proposal; and the City shall provide its approval of the Preliminary Drawings and Specifications not more than thirty (30) days after the submission of same. Such approval shall be in the form of a written letter or certificate from City's Office of Planning and Economic Development.

3. The Redeveloper shall submit the Final Drawings and Specifications to City's Office of Planning and Economic Development by the date which is not more than (60) days after the date of the City's approval of the Preliminary Drawings and Specifications; and the City shall provide its approval of the Final Drawings and Specifications not more than thirty (30) days after the submission of same. Such approval shall be in the form of a written letter or certificate from City's Office of Planning and Economic Development.

b. No work shall be done on the construction of the Improvements to be erected in the Property unless such work conforms in every material respect with the approved Final Drawings and Specifications, except and only to the extent that material modifications thereof have been requested by the Redeveloper in writing and have been approved in writing by the City's Office of Planning and Economic Development. No work shall be done with respect to all or any part of the Improvements or with respect to such changes or alterations unless such work conforms with such approved, or amended and approved, Final Drawings and Specifications for that portion of the work to be performed.

c. In submitting all plans and specifications to the City for its approval, the Redeveloper shall consider and take into account the planning and design objectives set forth by the Office of Planning & Economic Development Site Plan Review procedure and in the Design Proposal, and the City shall pursue such objectives in its review of and action upon the plans and specifications so submitted.

d. No sign shall be erected or placed on the exterior of any building in the Property, which is not enclosed within a building, unless the character, location, design, size, shape, form and lighting of such sign shall have been approved by the Office of Planning and Economic Development in writing, and complies with city zoning and historic district regulations. Flashing, exposed neon signs or signs other than those relating to businesses on the site, if any, shall not be permitted.

Section 302A: Modifications to Approved Plans

a. The Redeveloper shall seek from the City's Office of Planning and Economic Development, approval for any material deviations from the approved Final Drawings and Specifications. For the purposes of this Agreement, a "material deviation" will occur if Redeveloper proposes to make a change to the Final Drawings and Specifications which would effect any of the following: (1) the location of the Improvements, or its respective height, width, length, massing, fenestration, exterior facade materials or exterior architectural detailing as shown on the Final Drawings and Specifications; (2) the architectural designs or dimensions of, or any materials or architectural detailing shown on the Final Drawings and Specifications of, any public lobbies or spaces, or (3) the design of open spaces and the landscaping for such spaces in each case, other than *de minimus* variations or those variations required to comply with applicable legal requirements. If the City's Office of Planning and Economic Development neither approves nor disapproves the proposed change in writing within thirty (30) days of receipt of such the request to Material Change Order, then it shall be deemed approved; provided, however, that any transmittal of any request for approval of a Material Change Order shall be in accordance with the provisions of Section 9.07 hereof.

b. In the event the Redeveloper shall fail to comply with the foregoing requirements, the City may, within a reasonable time after discovery thereof by the City, direct in writing that the Redeveloper so modify or reconstruct such portion or portions of the Improvements erected or being erected as are not in conformance with the approved Final Drawings and Specifications or any approved modifications thereof. The Redeveloper shall promptly comply with such a directive. In addition to any other remedies available under this Agreement, the City may enforce the provisions of this subsection 302A(b) by an action in a court of appropriate jurisdiction to compel specific performance.

Section 303: Construction of the Improvements.

a. The Redeveloper shall begin the construction of the Improvements on the Property in accordance with the approved Final Drawings and Specifications not later than one hundred eighty (180) days after delivery of the Deed to the Redeveloper. Redeveloper shall erect and properly maintain at all times as required by the conditions and the progress of work performed by or at the request of Redeveloper from time to time during construction of the Improvements, all necessary safeguards for the protection of workers and the public.

b. The Redeveloper shall diligently prosecute to completion the construction of the Improvements and shall complete such construction not later than twelve (12) months from the date of the delivery and conveyance of the Deed, or as may be extended by written permission of the City, which shall not be unreasonably withheld. In no event shall an extension be given for a period of more than eighteen (18) months.

c. The Redeveloper shall submit to the Office of Planning and Economic Development, for approval, a detailed estimated progress schedule at the time of commencement of construction. This schedule shall be resubmitted every six (6) months, unless requested otherwise, until the construction of the Improvements has been completed, with actual progress

shown in each submission. This bi-annual submission shall be accompanied by a written report by the Redeveloper citing any adjustments to the progress forecast, analyzing the causes thereof, and, where applicable, noting corrective efforts which shall be reasonably satisfactory to the City.

d. It is intended and agreed that the agreements and covenants contained in this Section 303 with respect to the beginning and completion of the Improvements in the Property shall be covenants running with the land. This subsection shall not, however, apply against a mortgagee permitted by this Agreement unless the Lender shall elect to complete as permitted in Section 403, in which case the extension provisions of that Section shall apply.

e. The Redeveloper shall, at all times, have a Massachusetts licensed architect and/or engineer supervising the Project where required by Massachusetts or Federal law.

Section 304: When Improvements Completed; Certificate of Completion

a. The construction of the Improvements in the Property shall be deemed completed for the purposes of this Agreement when the Improvements shown on the approved Final Drawings and Specifications, and any approved modifications thereof, have been built and are ready for occupancy and a Certificate of Occupancy has been issued therefor. The completion of the Improvements shall be certified by the City by the issuance of a written certificate of completion ("Certificate of Completion") by the Office of Planning and Economic Development on behalf of the City.

b. The Redeveloper shall notify the City's Office of Planning and Economic Development in writing when construction is complete, and shall request a final inspection of the Improvements (a "Completion Notice"). The City shall inspect the Improvements within five (5) days after receipt of the Completion Notice. The Redeveloper agrees that the City shall be under no obligation to issue a Certificate of Completion until such time as the City has had a reasonable opportunity to inspect the Improvements and to confirm that the Improvements are consistent with the approved Final Drawings and Specifications, and any approved modifications thereto. The City shall not be required to make an inspection hereunder unless and until the Redeveloper has provided the Completion Notice.

b. The Certificate of Completion shall be in form acceptable for filing at the Registry of Deeds, and shall be a conclusive determination of satisfaction and termination of the agreements and covenants in this Agreement and in the Deed with respect to the obligations of the Redeveloper to construct the Improvements (or separable portion thereof); provided, however, that such Certificate of Completion shall not (i) constitute evidence of compliance with or satisfaction of any obligation of the Redeveloper to any Lender, or any insurer of a mortgage, securing money loaned to finance the Improvements, or any part thereof on the purchase of the Property, or (ii) terminate such indemnification obligations of the Redeveloper which by the terms hereof are to survive the issuance of a Certificate of Completion.

c. If the City shall refuse or fail to provide any certification in accordance with the provisions of this Section, the City shall, within thirty (30) days after receipt by the City of a

written request by the Redeveloper, provide the Redeveloper with a written statement, indicating in adequate detail in what respects the Redeveloper has failed to complete the Improvements in accordance with the provisions of this Agreement or is otherwise in default and what measures or acts it will be necessary, in the opinion of the City, for the Redeveloper to take or perform in order to obtain such certification. Notwithstanding anything to the contrary contained herein, the City shall have no obligation to issue a Certificate of Completion during the existence of any Event of Default hereunder.

Section 305: Prompt Payment of Obligations

The Redeveloper shall make, or cause to be made, prompt payment of all monies due and legally owing to all persons, firms and corporations doing any work, furnishing any materials or supplies or renting any equipment to the Redeveloper or any of its contractors or subcontractors in connection with the development and construction of any of the Improvements required by this Agreement to be constructed in the Property; provided, however, that payment shall not be required in the event that the contract requiring payment has been breached by the contractor or subcontractor, or such breach has been alleged, or there exists other legal dispute between Redeveloper and the contractor or subcontractor. This provision shall survive the issuance of a Certificate of Completion.

ARTICLE IV TRANSFER AND MORTGAGE OF REDEVELOPER'S INTEREST

Section 401: Transfer of Interest in Property by Redeveloper

a. Prior to the completion of the construction of the Improvements on the Property in accordance with Section 304 of this Agreement, no interest or portion thereof of any member of the Redeveloper (which terms shall be deemed to include successors in interest of such interest), shall be transferred, or caused or suffered to be transferred, except as involuntary transfer caused by the death or incapacity of any such party, or except as provided in Section 402 hereof, without the written approval of the City's Office of Planning and Economic Development; nor without such written approval, shall there be any other change in the ownership of such membership interests or in the relative distribution thereof or change in identity of the parties in control, or in the degree of control of the Redeveloper, by any other methods or means. The Redeveloper shall advise the City of any and all such proposed changes in ownership and shall in addition furnish the City with an up-to-date list of all present and proposed new owners thereof, setting forth the amounts of such interest owned or to be owned by each owner, and with any other information relating to such proposed change which the City shall require.

b. The Redeveloper agrees that it will not, after delivery of the Deed and prior to the completion of the construction of all the Improvements on all parts and parcels of the Property, make or suffer to be made, any assignment, lease, or any other manner of transfer of its interest

in the Property or any portion thereof, or in this Agreement, unless it shall have complied with the following conditions:

1. The transferee or transferees shall have been approved as such in writing by the Mayor. By way of explanation, and not of restriction, the City shall expect the transferee or transferees to meet all the same conditions as the Redeveloper.
 2. The transferee or transferees, by valid instrument in writing, satisfactory to the City, shall have expressly assumed for themselves and their successors and assigns, and directly to and for the benefit of the City, all obligations of any person or persons, including the Redeveloper, to begin, complete, and or maintain and operate, as applicable, the Improvements and all obligations of the Redeveloper provided for in this Agreement; provided that failure to so assume such obligations shall not (unless and only to the extent otherwise specifically provided in this Agreement or agreed to in writing by the City) relieve or except such transferee or successor of or from obligations, conditions, or restrictions, or deprive or limit the City of or with respect to any rights or limitations or controls with respect to the Property or the construction of the Improvements; it being the intent of this, together with other provisions of this Agreement, that (to the fullest extent permitted by law and equity and excepting only in the manner and to the extent specifically provided otherwise in this Agreement) no transfer of or change, with respect to ownership, possession, or control, shall operate legally or practically, to deprive or limit the City of or with respect to any rights or remedies or controls provided in or resulting from this Agreement with respect to the Property and the construction of the Improvements that the City would have, had there been no such transfer or change. In the event of any such transfer without such assumption of obligations, the Redeveloper shall pay to the City the expenses and costs of any actions or proceedings instituted to enforce all such obligations, conditions, and restrictions, and all of the City's said rights, remedies, and controls as against such transferee. Therefore, in the absence of a specific written agreement by the City to the contrary, no such transfer or approval thereof by the City shall be deemed to relieve the Redeveloper or any other party bound in any way by this Agreement or otherwise with respect to the construction of the Improvements from any of its obligations with respect thereto.
 3. Any consideration obtained by the Redeveloper from the transferee or transferees in excess of an amount representing the actual cost to the Redeveloper of the Property or interest therein transferred, including the cost of any Improvements made thereon (including reasonable overhead and developer's fee) and carrying charges, shall be paid over to the City.
 4. The City Solicitor shall review, and the Mayor shall approve, all instruments and other legal documents involved in effecting a transfer permitted under this Section 401(b).
- c. In the event that Redeveloper transfers its interest in all or any part of the Property without the required consent of the City, and such transferee shall cause a breach of the obligations set forth in this Agreement prior to receipt of the Certificate of Completion granted

pursuant to Section 304, the Redeveloper shall be responsible, jointly and severally with the transferee, for curing or effecting the cure of such violation. If the Redeveloper shall fail or refuse to effect such cure, the City may institute such actions or proceedings against the transferee and/or the Redeveloper as the City deems appropriate, including actions and proceedings to compel specific performance. Payment of all costs and expenses, which may be incurred by the City in instituting and prosecuting such actions or proceedings, shall be governed by Section 501 of this Agreement.

d. After completion of the Improvements or any applicable portion thereof, as certified by the City by issuance of a Certificate of Completion, the Redeveloper may assign or otherwise transfer any portion of or interest in the Property (including the deemed transfers under Section 903), or any interest in the Redeveloper may be assigned or transferred.

e. Notwithstanding anything to the contrary in this Section 401, the City acknowledges and agrees that Redeveloper intends for an affiliated single-purpose entity (the "SPE Project Owner") to take title to the Property, to undertake the Project, and to own and operate the Improvements. The City agrees that it will convey title to the SPE Project Owner and permit the SPE Project Owner to perform Redeveloper's obligations under this Agreement so long as (i) the SPE Project Owner is a Massachusetts limited liability company or a limited liability company organized in another jurisdiction and lawfully registered to do business in Massachusetts; (ii) the SPE Project Owner is wholly owned by Redeveloper or by an entity that is wholly owned by or that wholly owns Redeveloper.

Section 402: Mortgage of Property

a. Notwithstanding any other provisions of this Agreement, the Redeveloper shall at all times have the right to encumber, pledge, or convey its rights, title and interest in and to the Property, or any portion or portions thereof, and members of the Redeveloper or the SPE Project Owner, if any, shall have at all times the right to encumber their individual membership interests, by way of a bona fide mortgage to secure the payment of any loan or loans obtained by the Redeveloper to finance the development, construction, repair or reconstruction of any of the Improvements required to be constructed by this Agreement, or to refinance any outstanding loan or loans therefor obtained by the Redeveloper for any such purpose; provided, however, that, except with respect to mortgages described herein, the Redeveloper and its individual members, as the case may be, shall give prior written notice to the City of its or their intent to exercise such rights hereunder, including in such notice the name(s) and address(es) of such mortgagee(s) and any other information regarding the mortgagee(s) and mortgage documents which the City may require.

b. The holder of any such mortgage (including a holder who obtains title to the Property or any portion thereof by foreclosure or action in lieu thereof, but not including a party who obtains title through such holder or any purchaser at a foreclosure sale other than the holder) shall be deemed a "Lender" hereunder and shall not be obligated by this Agreement to construct or complete the Improvements or to guarantee such construction or completion, but shall have the options described in Section 403.

c. The City confirms that from and after the issuance of a final Certificate of Completion for all of the Improvements, all restrictions as may be expressed or implied under this Section 402 shall terminate and no longer be of any force and effect.

Section 403: Rights and Duties of Mortgagee Upon Acquisition Prior to Completion

a. If a Lender, through the operation of its contract to finance the Improvements required by this Agreement to be constructed by the Redeveloper in the Property, or by foreclosure (or any other party who obtains title through such Lender or any purchaser at a foreclosure sale), acquires fee simple title to the Property or any part thereof prior to the completion of all such Improvements, the Lender (or such other person) shall, if applicable, have the following options:

1. Complete construction of such Improvements in accordance with the approved Final Drawings and Specifications and this Agreement, and in all respects comply with the provisions of this Agreement; or
2. Sell, assign, or transfer, with the prior written consent of the City, fee simple title to the Property or any part thereof to a purchaser, assignee or transferee who shall expressly assume all of the covenants, agreements and obligations of the Redeveloper under this Agreement in respect of the Property or part thereof, by written instrument satisfactory to the City and recorded in the Registry; or
3. Reconvey fee simple title to the Property or part thereof to the City, in which event the provisions of Section 702 relative to resale shall apply.

b. In the event that a Lender (or such other person) elects to complete construction pursuant to (a)(1) above, or sells, assigns or transfers pursuant to (a)(2) above, the City shall extend the time limits set forth in Section 303 herein as shall be reasonably necessary to complete construction of the Improvements, and upon such completion, the Lender (or such other person), as the case may be, shall be entitled to the Certificate(s) of Completion pursuant to Section 304.

Section 404: Rights and Duties of Mortgagee Upon Acquisition After Completion

If a Lender, through the operation of its contract to finance the Improvements required by this Agreement to be constructed by the Redeveloper in the Property, or by foreclosure acquires fee simple title to the Property or any portion thereof after completion of all Improvements, said Lender for the period during which said Lender holds such title, shall comply with applicable provisions of this Agreement.

Section 405: Additional Encumbrances

Notwithstanding anything contained herein to the contrary, the Redeveloper shall have the right to grant easements to utility providers and other parties in order to effectuate the

construction of the Improvements and the use, occupancy and operation of the Property as contemplated herein.

ARTICLE V INDEMNIFICATION

Section 501: Reimbursement and Indemnification of the Indemnified Parties

The Redeveloper shall pay all actual costs and expenses (including without limitation, attorneys' fees and expenses), and the amounts of all judgments and decrees which may be incurred by the City in connection with any actions taken or proceedings brought to enforce the obligations of the Redeveloper set forth in this Agreement. The Redeveloper shall defend and hold harmless the City from and against any claims, actions, damages, costs and expenses (including without limitation, reasonable attorneys' fees and expenses) which the City incurs in connection with (i) the Redeveloper's exercise of its rights hereunder with respect to the Property prior to the conveyance of the Property to the Redeveloper, (ii) the Redeveloper's conduct of its obligations hereunder, and/or (iii) the Redeveloper's breach of any of its obligations hereunder, other than as caused by such City's gross negligence or willful misconduct. It is expressly understood, however, that no Lender shall be liable to the City for any costs, expenses, judgments, decrees or damages which shall have accrued against the Redeveloper; provided however, that if a Lender acquires title to the Property or control of the Redeveloper after the Redeveloper has become liable for any costs, expenses, judgments, decrees or damages, then such Lender shall take subject to (but shall not be personally liable for) such liabilities incurred prior to such Lender's acquiring its interest in the Property or the Redeveloper. The provisions of this Article VI shall survive the issuance of a Certificate of Completion.

ARTICLE VI INSURANCE

Section 601: Insurance Coverage

Subject to Section 604(f) below:

a. For twenty (20) years from the date hereof, the Redeveloper, its successors and assigns, shall keep (or, if the Redeveloper creates a Condominium on the Property, shall cause the Condominium association to keep) the insurable property and equipment insured by fire and extended insurance and additional risk insurance to the same extent and amount which is normally required by institutional mortgagees in the use of similar property and equipment in the City. Such insurance shall be in an amount sufficient to comply with the co-insurance clause applicable to the location and character of the property or equipment, and, in any event, in amounts not less than eighty per centum of the current cash value of such property or equipment. All such insurance shall be by standard policies, obtained from financially sound and responsible insurance companies authorized to do business in Massachusetts, and shall have attached thereto a clause making the loss payable to the Redeveloper, the mortgagee, and, subject to the rights of the mortgagee, the City as their respective interests may appear.

b. Each insurance policy shall be written to become effective at the time the Redeveloper becomes subject to the risk or hazard covered thereby, and shall be continued in full force and effect for such period as the Redeveloper is subject to such risk or hazard.

c. Certificates of such policies and renewals shall be provided to the City upon request of the City, not more frequently than once per year.

d. The provisions of this Article VII shall not apply to any individual condominium units which have been conveyed by the Redeveloper for which a Certificate of Completion has been issued.

Section 602: Non-Cancellation Clause

All insurance policies shall provide that any cancellation, change or termination thereof shall not be effective with respect to the City until after at least thirty (30) days prior notice has been given to the City to the effect that such insurance policies are to be canceled, changed, or terminated at a particular time.

Section 603: City May Procure Insurance if Redeveloper Fails to Do So

If the Redeveloper, its successors and assigns, at any time refuses, neglects or fails to secure and maintain in full force and effect any or all of the insurance required pursuant to this Agreement, then the City may, at its option, and after thirty (30) days advance written notice to Redeveloper, procure or renew such insurance, and all amounts of money paid therefor by the City shall be payable by the Redeveloper, its successors and assigns, to the City; with interest thereon at the rate of ten per cent (10%) per annum from the date the same were paid by the City to the date of payment thereof by the Redeveloper, its successors and assigns. The City shall notify the Redeveloper, its successors and assigns, in writing of the date, purposes, and amounts of any such payments made by it.

Section 604: Redeveloper's Obligations with Respect to Restoration and Reconstruction

a. Whenever any Improvements, or any part thereof, constructed in the Property or an individual part thereof shall have been damaged or destroyed prior to the expiration of this Agreement, or until such date thereafter to which such term may be extended by proper amendment of the Plan, or for two (2) years from the date hereof, whichever is longer, the Redeveloper while owner thereof, or its successors or assigns, shall proceed promptly to establish and collect all valid claims which may have arisen against insurers or others based upon any such damage or destruction. Subject to the rights Lenders permitted hereunder, all proceeds of any such claim and any other monies provided for the reconstruction, restoration or repair of any such Improvements shall be deposited in full in a separate account of the Redeveloper or of any mortgagee.

b. If permitted by Lenders of record permitted hereunder, the insurance money and any other proceeds so collected shall be used and expended for the purpose of fully repairing or

reconstructing the Improvements which have been destroyed or damaged to a condition at least comparable to that existing at the time of such damage or destruction to the extent that such insurance money and other proceeds may permit. Any excess proceeds after such repair or reconstruction has been fully completed shall be retained by the Redeveloper, subject to the rights of any Lender of record permitted hereunder and the rights of the City.

c. The Redeveloper, with the written approval of the City and any mortgagee of record permitted hereunder, may determine that all or any part of any such damage to or destruction of such Improvements shall not be reconstructed, restored, or repaired, and in such event, the proceeds of any claims against insurers or others arising out of such damage or destruction, to the extent not used for such reconstruction, restoration, or repair shall be retained by the Redeveloper, subject to the rights of such mortgagee and the rights of the City.

d. Unless otherwise agreed by the parties in writing, any reconstruction or repair undertaken pursuant to the provisions of this Section shall in all respects be in accordance with and conform to the provisions of the approved Final Drawings and Specifications.

e. In no event shall the Redeveloper be obligated to incur costs for repair and reconstruction in excess of the proceeds, if any, received from claims which may have arisen and been settled against insurers or others on account of damage or destruction for construction, restoration or repair; and if there be insufficient monies received, subject to the provisions of subsection (c) herein, the Redeveloper shall have no obligation to reconstruct, restore or repair. Redeveloper agrees to exercise all reasonable efforts to obtain such permits and approvals as are necessary to reconstruct, restore or repair such Improvements, but Redeveloper shall in no event be obligated under this Agreement to reconstruct, restore or repair such Improvements if applicable laws or regulations do not allow the same to be accomplished.

f. Notwithstanding the foregoing, from and after the date the Property is subject to the provisions of M.G.L. ch. 183A, as evidenced by the recording of the Condominium Documents with the Registry, and the creation of a condominium regime at the Property, such Condominium Documents shall govern and control with respect to the provisions of this Article VII, and Redeveloper shall have no obligations or liabilities arising from the Condominium Association's failure to insure the Condominium common areas and facilities.

Section 605: Commencement and Completion of Reconstruction

The Redeveloper shall commence to reconstruct or repair any Improvements and equipment in the Property, or any portion thereof, which have been destroyed or damaged prior to the expiration of the term of this Agreement, or within two years (2) years from the date hereof, whichever is longer, within a period not to exceed six (6) months after the insurance or other proceeds with respect to such destroyed or damaged property have been received by the Redeveloper.

ARTICLE VII RIGHTS AND REMEDIES IN EVENT OF BREACH BY REDEVELOPER

Section 701: Failure or Refusal by Redeveloper to Purchase Fee Simple Title

If the Redeveloper shall fail or refuse to submit Working Drawings and Specifications satisfactory to the City as provided in Section 302 of this Agreement, or shall fail or refuse to submit evidence satisfactory to the City that it has the necessary equity capital and commitments for mortgage financing as provided in Section 208 of this Agreement, or shall fail or refuse to complete the purchase and accept possession of the Property upon proper tender of conveyance by the City pursuant to this Agreement, or there is any unauthorized change in the ownership or distribution of the relative membership interests in the Redeveloper or with respect to the identity of the parties in control of the Redeveloper or degree thereof, the City shall have the right to retain the deposit, if any, held by it pursuant to this Agreement as full liquidated damages, but not as a penalty, without any deduction or offset whatever and without further liability to the City on the part of the Redeveloper; and the City may, upon such failure or refusal, in its sole discretion terminate, by thirty (30) days prior written notice to the Redeveloper, all of its obligations to the Redeveloper hereunder, in addition to retaining such deposit. In the event there is no such deposit, all the remedies available to the City under Section 705 of this Agreement shall apply to defaults under this Section 701. The City Closing Certificate shall state that Redeveloper has fully satisfied the requirements of this Section 701.

Section 702: Consequence of Certain Breaches by Redeveloper

a. If, prior to completion of the Improvements, as evidenced by the issuance of a Certificate of Completion therefor:

1. The Redeveloper shall fail to perform its obligations under this Agreement, including without limitation with respect to commencement, diligent prosecution, or completion of construction of Improvements; or
2. The Redeveloper shall fail to pay any real estate taxes or assessments in the Property or any part thereof when due, or shall place or suffer to be placed thereon any encumbrances or liens other than the mortgage lien(s) and easements authorized by this Agreement; or
3. There is in violation of Sections 401(a) or 401(b) of this Agreement with respect to a transfer of the Property or any part thereof, or a change in the ownership or control of or interests in the Redeveloper;

then, the City shall in writing notify the Redeveloper and the Lenders of which the City has notice of such failure or violation. The Redeveloper and the Lenders shall thereupon have ninety (90) days from the receipt by it of such written notice to cure such failure or violation. If the Redeveloper does not cure such failure or violation within the ninety (90) day period (or within such extended period of time as may be established by the City acting solely in its discretion) and if the Lenders in replacement thereof do not exercise their rights to cure such violation or failure as provided in Section 704 hereof, then an "Event of Default" shall be deemed to exist.

b. Upon the occurrence of an Event of Default, the Redeveloper shall promptly transfer possession of, and reconvey, the Property together with all of the Improvements thereon, to the City without cost to the City, by quitclaim deed, provided that such reconveyance (i) shall be subject to any existing building loan agreements and mortgages thereon permitted under this Agreement, and (ii) shall not include any portions of the Property with respect to which a Certificate of Completion has been issued pursuant to Section 304. If the Redeveloper shall fail so to reconvey, the City may institute such actions or proceedings as it may deem advisable including proceedings to compel specific performance and the payment of damages, expenses and costs by the Redeveloper.

c. Upon the occurrence of an Event of Default the City shall also have the right to re-enter and take possession of the Property and to terminate (and revest in the City) the estate conveyed by the Deed to the Redeveloper, it being the intent of this, together with other provisions of this Agreement, that the conveyance of the Property to the Redeveloper shall be made upon, and that the Deed shall contain, a condition subsequent to the effect that in the Event of Default, the City at its option may declare a termination in favor of the City of the title, and of all the rights and interests in the Property and that such title, and all rights and interest of the Redeveloper, and any assigns or successors in interest, in the Property, shall revert to the City; provided, that such condition subsequent and any reversion of title as a result thereof in the City: (i) shall always be subject to and limited by and shall not defeat, render invalid, or limit in any way the lien of any mortgage authorized by this Agreement, or any rights or interests provided herein for the protection of the Lenders, and (ii) shall not apply to portions of the Property with respect to which a Certificate of Completion has been issued pursuant to Section 304.

d. If the Redeveloper or a Lender reconveys to the City, pursuant to this Section 702 or Section 403, or if the City shall re-enter pursuant to this Section 702, the City shall undertake with due diligence to resell the Property so reconveyed or which it has so re-entered, and the Improvements thereon; and the proceeds of such resale, together with the net income, if any, derived by the City from its operation and management of the Property subsequent to such reconveyance shall be used:

1. First: to reimburse the City for all out of pocket costs and expenses reasonably and proximately incurred by the City, including a reasonably allocated portion of the salaries of City personnel, in connection with the recapture, management and resale of the Property and all administrative and overhead costs in connection therewith;
2. Next: to reimburse the City for expenditures made or obligations incurred with respect to the making or completion of improvements on or for the Property for which it has not otherwise been reimbursed;
3. Next: to pay all taxes, payments in lieu of taxes, public charges and other sums owing to the City with respect to the Property up to the time of such resale (or in the event the Property is exempt from taxation during the period of ownership thereof by the City, an amount equal to such taxes as would have been payable if the Property were not so exempt); and

4. Next: in their respective order of priority to pay any and all mortgage indebtedness authorized by this Agreement and to make all and whatever payments may be necessary to discharge any other encumbrances or liens existing or threatened in the Property, in favor of mechanics, materialmen or subcontractors;

5. Next: if there is any balance of proceeds remaining, to use the balance of the proceeds to reimburse the Redeveloper for and up to the amount expended by it in the purchase and improvement of the Property less any profit theretofore realized by the Redeveloper from the disposition of any interest in the Property or in any individual part or parcel thereof, and any income realized by the Redeveloper from its use of the Property or such part or parcel; and

6. Finally: Any balance remaining shall remain the property of the City.

Section 703: Notices of Breaches to Lenders

If the City gives written notice to the Redeveloper of default under this Agreement, the City shall forthwith furnish a copy of the notice to each of the Lenders of record of the Property permitted under this Agreement. To facilitate the operation of this Section 703, the Redeveloper shall at all times keep the City provided with an up-to-date list of names and addresses of Lenders from whom the Redeveloper has obtained loans as permitted under this Agreement. Any such Lender may notify the City of its address and request that the provisions of Section 807 as they relate to notices apply to it. The City agrees to comply with any such request.

Section 704: Lender May Cure Breach of Redeveloper

a. If the Redeveloper has received notice from the City of a default under this Agreement and such breach is not cured by the Redeveloper before the expiration of the period provided therefor, if any, the Lenders as permitted under this Agreement may cure any such breach upon giving written notice of their intention to do so to the City within ninety (90) days after such Lender receives such notice of breach, and the City shall accept such cure to the extent as if tendered by the Redeveloper, and such Lender shall thereupon proceed with due diligence to cure such breach (which cure may include, without limitation, the exercise of such Lender's rights and remedies on account of a default by the Redeveloper under the applicable loan documents).

b. In the event any Lender elects to complete the Improvements as herein provided, or to cure any other breach, such Lender shall be afforded an additional period of time, as specified below, to cure such default or to complete construction of the Improvements, and to enable the Lender and its transferee to obtain possession and control of the Property, or portion thereof in question, by foreclosure or otherwise, and to correct such breach, and following the completion of the Improvements in accordance with the provisions of this Agreement, such Lender shall be entitled to receive a Certificate of Completion, as contemplated in Section 304.

c. The additional period of time referenced in the foregoing paragraph shall be equal to the period specifically allowed Redeveloper under this Agreement to complete the

Improvements as herein provided, or in the event of any other breach, the period, if any, specifically allowed to cure such breach, or if this Agreement provides no such specific period for such cure, then a period equal to ninety (90) days after such Lender delivers such written notice that it intends to cure such breach; provided, however, that if such breach cannot be cured within such specific period or such ninety (90) day period and if such Lender commences a cure within the applicable period and diligently and continuously prosecutes the cure to completion within a reasonable amount of time after its occurrence, then such breach or violation shall not constitute a default by Redeveloper.

Section 705: Remedies for Other Breaches

It is understood by the parties hereto that in the event any party shall fail to comply with or violate any of the provisions of this Agreement, then the other party hereto may institute such actions and proceedings as may be appropriate, including actions and proceedings to compel specific performance and payment of all damages, expenses, and costs. Neither these remedies nor that class of remedies more particularly described in this Agreement shall be exclusive unless specifically so described, provided, however, that the remedies prescribed in Section 801 for the defaults therein described shall be exclusive.

Section 706: Equal Opportunity Compliance Policy and Breach Thereof

a. If, at any time prior to the issuance of the final Certificate of Completion pursuant to the terms of Section 304 hereof, the Director shall find that the Redeveloper and/or the Contractor have failed to comply with the requirements of the City's "Equal Opportunity Compliance Policy" and the provisions of Sections 208(e) or 306 hereof, the Director shall issue notice of such finding, setting forth the reasons therefor. Such notice shall be sent certified mail, return receipt requested, to the Redeveloper and the Contractor.

b. The Redeveloper and/or the Contractor shall have the right to appeal such finding to the City within thirty (30) days of receipt of the notice thereof. Within thirty (30) days after receipt by the City of written notice of the Redeveloper's and/or the Contractor's intention to appeal said finding, or at the next regular meeting of the City, whichever is later, the City shall hear such appeal at a public meeting.

c. Upon the failure of the Redeveloper and/or the Contractor to appeal the finding of the Director, or upon a determination by the City, subsequent to any appeal, that the Redeveloper and/or the Contractor have failed to comply with the requirements of the City's "Equal Opportunity Compliance Policy" and the provisions of Section 208 (d) or 306 of this Agreement, the City shall have the right to retain the amount deposited with the City, if any, pursuant to this Agreement, and still on deposit with the City, as full liquidated damages, but not as penalty, without any deduction or offset whatsoever and without further liability to the City on the part of the Redeveloper. In the event there is no such deposit, all the remedies available to the City under Section 705 of this Agreement shall apply to the defaults described in this Section 706. Nothing herein shall limit the remedies, which may be available to private persons affected by such defaults of the Redeveloper.

d. Upon the failure of the Redeveloper and/or the Contractor to appeal the finding of the Director, or upon the determination by the City, subsequent to an appeal of the finding, that the Redeveloper and/or the Contractor have failed to comply with the requirements of the City's "Equal Opportunity Compliance Policy" and the terms and provisions of Section 208(e) or 306 of this Agreement, the Director shall send a notice of his finding and any City action related thereto to the following: (i) Mayor, City of Springfield; (ii) all Lenders; and (iii) such other interested parties as the Director may deem appropriate.

ARTICLE VIII MISCELLANEOUS PROVISIONS

Section 801: Obligations and Rights and Remedies Cumulative and Separable

The respective rights and remedies of the City, the City of Springfield, and the Redeveloper, whether provided by this Agreement, or by law, shall be cumulative, and the exercise of any one or more of such rights or remedies shall not preclude the exercise, at the same or different times of any other such rights or remedies.

Section 802: Finality of Approvals

Where, pursuant to this Agreement, any document or proposed action by the Redeveloper is submitted by it to the City, and the Redeveloper has been notified in writing by the City that the same is approved or is satisfactory, such determination shall be conclusively deemed to be a final determination by the City with respect to such particular document or proposed action for which such approval or notice of satisfaction was given. Where the consent or approval of the City is required hereunder, such consent or approval shall not be unreasonably withheld or delayed, nor shall it be made contingent upon or structured so as to require, directly or indirectly, the payment of any fee or charge by the Redeveloper or any other interested party. Whenever there is hereunder a requirement that anything, act or circumstance shall be satisfactory to the City or shall be done and performed to the City's satisfaction or there is any other requirement of similar import, the standards of reasonableness and customary practice with respect to projects of comparable size, location, and complexity as the Project shall be used by the City in determining the adequacy and sufficiency of the Redeveloper's performance.

Section 803: How Agreement Affected by Provisions Being Held Invalid

If any provisions of this Agreement are held invalid, the remainder of this Agreement shall not be affected thereby, if such remainder would then continue to conform to the requirements of applicable laws and of the Code.

Section 804: Covenants to be Enforceable by City

The covenants herein contained, which are expressed to be covenants running with the land, shall be stated or incorporated by reference in any instrument of conveyance or lease relating to the Property or any portion thereof or any interest therein and shall in any event and

without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by, the City against the Redeveloper (including its successors and assigns to or of the Property or any part thereof or any interest therein and any party in possession or occupancy of the Property or any part thereof).

Section 805: Compliance with Laws

Redeveloper agrees throughout the term of this Agreement, and for its successors and or assigns, at Redeveloper's sole cost and expense, promptly to comply with, and cause the Property to be maintained in conformity with, and not in violation of all applicable laws and the orders, rules, regulations and requirements of the federal, state and city governments and offices thereof, and the orders, rules, regulations and requirements of the water, sewer (including the Springfield Water and Sewer Commission), electrical or other inspection departments with jurisdiction in the City of Springfield, whether such laws, ordinances, orders, rules, regulations and requirements are foreseen or unforeseen, ordinary or extraordinary, and whether or not the same require structural repairs or alterations. Redeveloper will, likewise, observe and comply with the requirements of all policies of public liability, fire and other policies of insurance at any time in force with reference to the Property (or Improvements thereon). Without limiting the generality of other provisions of this Agreement, Redeveloper shall indemnify, hold harmless and defend the City from any loss, cost, liability or expense which may be incurred by such non-compliance.

Section 806: City's Members and Officers Barred From Interest

a. No member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement or the Redeveloper, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interest or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested. No member, official or employee of the City shall be personally liable to the Redeveloper or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Redeveloper or to its successors or on any obligations under the terms of this Agreement.

b. After the date hereinabove first written, the Redeveloper shall not, without a prior finding by the City that such action is consistent with the public interest, employ in connection with its obligations under this Agreement, any person who has participated in the planning or execution of the Project and who is named on any list which may be furnished by the City to the Redeveloper as having so participated, or permit any such person to directly or indirectly acquire an interest (except an interest based upon the ownership of its capital stock if such stock is publicly held or offered) in the Redeveloper or in the Property prior to the completion of the Improvements thereon in accordance with this Agreement and the Plan.

c. The Redeveloper covenants that it has not employed or retained any company or person (other than a full-time bonafide employee working for the Redeveloper) to solicit or

secure this Agreement, and that he has not paid or agreed to pay any company or person any percentage, or brokerage fee, contingent upon or resulting from the execution of this Agreement.

Section 807: Approvals and Notices

Except as otherwise specifically provided in this Agreement, whenever under this Agreement approvals, authorizations, determinations, satisfactions, or waivers are required or permitted, such approvals, authorizations, determinations, satisfactions or waivers shall be effective and valid only when given in writing signed by a duly authorized officer of the City or Redeveloper, and shall be deemed given when deposited in the United States mail and sent registered or certified, postage prepaid, to the principal office of the party to whom it is directed, which is as follows:

Redeveloper: _____

with a copy to: _____

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

with a copy to: Office of the City Solicitor
36 Court Street
Springfield, MA 01103
Attn: City Solicitor

The parties shall promptly notify each other of any change of their respective addresses set forth above, after which notification such new address shall become the notice address hereunder. Notice and other communications to Lenders shall be deemed given when deposited in the United States mail and sent registered or certified, postage prepaid, to the last known address of the party concerned. Any requests for approvals made by the Redeveloper to the City where such approvals shall be deemed granted after a period of non-reply by the City shall, as a condition to the effectiveness thereof, be prefaced with the following language printed in capital letters in boldface type:

**“NOTICE
THIS REQUEST FOR APPROVAL REQUIRES IMMEDIATE REPLY. FAILURE TO
RESPOND WITHIN ___ BUSINESS DAYS SHALL RESULT IN
AUTOMATIC APPROVAL.”**

Section 808: Matters to be Disregarded

The titles of the several articles and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

Section 809: Obligations to Continue

Except as to obligations to be performed at or prior to the time of closing of the sale and conveyance of fee simple title to and delivery of possession of the Property, the provisions of this Agreement shall survive the time of closing and the sale and conveyance of fee simple title to and the delivery of possession of the Property to the Redeveloper, but shall not survive issuance of the Certificate of Completion by the City as to any applicable portion of the Property, except to the extent expressly stated herein, in the Deed or in the Certificate of Completion.

Section 810: Excusable Delays

For the purposes of any of the provisions of this Agreement, neither the City nor the Redeveloper, as the case may be, shall be considered in breach of or default in its obligations with respect to the preparation of the Property for redevelopment, or the beginning and completion of construction of the Improvements, or progress in respect thereto, in the event of unavoidable delay in the performance of such obligations due to causes beyond its control and without its fault or negligence, including but not restricted to, acts of God, or of the public enemy, acts of the Government, acts of the other party, fires, floods, or other casualties, epidemics, quarantine restrictions, labor disputes, freight embargoes, and unusually severe weather or delays of the Contractor or any sub-contractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the Redeveloper with respect to the preparation of the Property for redevelopment or with respect to construction of the Improvements, as the case may be, shall be extended for the period of the enforced delay. Provided, that the party seeking the benefit of the provisions of this Section shall, within a reasonable period after the beginning of any such enforced delay, have first notified the other party thereof in writing stating the cause or causes thereof and requesting an extension for the period of the enforced delay. In calculating the length of the delay, the City shall consider not only actual work stoppages but also any consequential delays resulting from such stoppages as well. Failure to secure a building permit shall, only with the concurrence of the City, be cause for such extension.

Section 811: Advertising

The Redeveloper agrees for itself, its successors, and assigns, that during construction and thereafter the Redeveloper, and its successors and assigns, shall include in all advertising for the sale or rental of the Property a statement to the effect (a) that the Property is open to all persons without discrimination on the basis of race, religion, sex, sexual preference, color or national origin.

Section 812: Agreement Binding on Successors and Assigns

The respective provisions of this Agreement, in accordance with their terms, shall be binding upon, and shall inure to the benefit of the successors and assigns of the Redeveloper and the public body or bodies succeeding to the interests of the City, and to any subsequent grantees of the Property.

Neither the Redeveloper nor any successor in title to the Property shall be liable for any breach hereof accruing after the period during which it was owner of the Property, except, with regard to the parcel(s) conveyed pursuant to Subsection (c) of Section 401 of this Agreement, such liability shall cease only upon issuance of the Certificate of Completion pursuant to Section 304 of this Agreement. No Lender shall be deemed to be the owner of the Property or any portion thereof until it shall have foreclosed the mortgage thereon or shall have acquired title by deed in lieu of foreclosure.

The City agrees to look only to the assets of the Redeveloper and not to the assets of any member of the Redeveloper in the event of any breach by the Redeveloper of its obligations hereunder, it being understood that in no event shall the assets of any member or manager of the Redeveloper, other than their interest in the Property, be subject to liability for any such breach.

Section 813: Obligation to Pay Costs

Redeveloper agrees to pay and be liable for the payment of all costs and charges, including the reasonable fees of counsel engaged by the City and the amounts of all judgments and decrees in any action or proceeding incurred in exercising rights of the City under this Agreement, on account of any default or breach of condition by Redeveloper, or occurrence of condition which, under this Lease, confers upon Redeveloper the right to exercise remedies available to the City during an Event of Default of Redeveloper including, without limitation, such costs and expenses incurred in enforcing the City's right to possession of the Property.

Section 814: Waivers

Any right or remedy which the City or the Redeveloper may have under this Agreement, or any of its provisions, may be waived in writing by the City or the Redeveloper, as the case may be, without execution of a new or supplementary Agreement, but any such waiver shall not affect any other rights not specifically waived, and no waiver by the Redeveloper of a right under Section 701 or 702 shall be effective unless approved in writing by everyone then entitled to be given notice under Section 703.

Section 815: Environmental and Other Regulatory Matters

The Redeveloper shall cause the Property to comply with all Applicable Laws (as defined below).

a. MEPA. At the time of execution of this Agreement it is not known whether the Massachusetts Environmental Protection Act, M.G.L. Sec. 61-62H ("MEPA"), applies to the construction of the Improvements. If a determination is made by the Department of

Environmental Protection that MEPA does apply, then Redeveloper shall bear all costs, without limitation, of either party in obtaining the necessary approvals from the Department of Environmental Protection.

b. Hazardous materials. By accepting and recording this Agreement and the Deed, Redeveloper, for itself, its successors and assigns agrees: (1) to defend, indemnify and save the City of Springfield, its officers, directors, agents and employees (collectively the "Indemnified Parties" and individually an "Indemnified Party") harmless from and against any and all claims, liabilities, losses, damages, costs, fees or expenses (including, but not limited to, administrative costs and reasonable attorneys' or other professional fees and expenses) which the City may incur on account of the Redeveloper's breach of its obligations under this Section 815 and now or thereafter asserted by any governmental agency or third party resulting from the presence of oil, hazardous materials or hazardous wastes as those terms are defined in the Massachusetts General Laws, Chapter 21E, as from time to time amended, and the regulations promulgated pursuant thereto, the Massachusetts Contingency Plan, 310 CMR 40.0000 et seq. (the "Massachusetts Contingency Plan") and/or lead and asbestos (hereinafter collectively "Hazardous Materials") on, in, at, over, from, through or associated with the Property or on any abutting property not owned by City caused by migration of such Hazardous Materials from the Property; and (2) not to sue (and not to encourage or assist others to sue) or commence action, claim, counterclaim or cross-claim, or otherwise seek affirmative relief against City arising out of the presence of Hazardous Materials on, in, at, over, under, from, through or associated with the Property or on any other property not owned by City because of migration of such Hazardous Materials from the Property. Any required response action related to the Property required by a governmental City shall be performed by Redeveloper, and its successors and assigns, at Redeveloper's, and its successors' and assigns', sole cost and expense, and shall be performed in accordance with Massachusetts General Laws Chapter 21E, the Massachusetts Contingency Plan, and any other Applicable Laws, as defined below.

c. The Redeveloper will comply with all requirements of any governmental agency, local, state or federal, having jurisdiction over the Property related to its condition or status as a historical property or as a result of its designation as a historic property.

d. For the purpose of this Agreement and the Deed, the term "Applicable Law" means, without limitation, all state and/or Federal laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements, of all governments, departments, and offices, relating in any way to the control and/or abatement of environmental pollution and environmental hazards, or related to the permitting for development, of or at the Property pursuant to the Redeveloper's Design Proposal, as it may be amended, that now or at any time hereafter may be applicable. The provisions of this Section shall survive the issuance of a Certificate of Completion for the Project.

Section 816: Other Documents

In the event of any inconsistency between the provisions of this Agreement and the provisions of any other agreement entered into by the City and the Redeveloper in connection with the Property, the provisions of this Agreement shall be dispositive.

Section 817: Disclosure Representation and Warranty

The Redeveloper represents and warrants that it has filed with the City, pursuant to M.G.L. ch.7, section 40J, a Disclosure of Beneficial Interests as required under said Section 40J, and that such disclosure statement is true and correct as of the date hereof.

Section 819: Business Days

For the purposes of this Agreement, a “business day” shall mean any day other than Saturday, Sunday, and holidays on which City of Springfield offices are closed.

Section 820: Counterparts; Interpretation of this Agreement

This Agreement may be executed in multiple counterparts, which together, shall constitute but one original. Each of the parties hereto confirms that before executing this Agreement, s/he or it had the actual benefit of legal counsel of his/her/its own selection, and that s/he or it executed this Agreement following consultation with such counsel. It shall be deemed that this Agreement has been drafted and composed by the Parties. The terms of this Agreement shall not be interpreted or construed in favor or against any party on the grounds that one party was the draftsman thereof.

Section 821: Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to principles of conflicts of laws.

Section 822: Waiver of Jury Trial; Venue

Each of the parties hereto hereby waives any right it may have to a jury trial on any claim or action arising out of this Agreement. Any action arising hereunder shall be heard in any State court of the Commonwealth of Massachusetts having jurisdiction in Hampden County or in the Federal District Court for the Commonwealth of Massachusetts having jurisdiction in Hampden County.

Section 823: Recording

This Agreement shall be recorded by Redeveloper, at Redeveloper’s sole expense, in the Registry of Deeds for Hampden County, or with the Land Court, as applicable.

IN WITNESS WHEREOF, on the ____ day of _____, 201__,

Springfield, Massachusetts, the parties hereto have caused this Agreement in three counterparts to be signed, sealed and delivered by their duly authorized officers or representatives, respectively.

THE DEVELOPER:

CITY OF SPRINGFIELD

By:
Title:
Date Signed _____

Name:
Title: Chief Development Officer
Date Signed _____

Approved as to appropriation:

Approved as to Form:

Name:
Title: City Comptroller
Date Signed _____

Name:
Title: _____ City Solicitor
Date Signed _____

Reviewed:

Name:
Title: Chief Administrative and Financial Officer
Date Signed _____

DOMENIC J. SARNO, Mayor
Date signed _____

COMMONWEALTH OF MASSACHUSETTS

Hampden, ss. Springfield

On this ____ day of _____, 2014, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

Notary Public

My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Hampden, ss. Springfield

On this ____ day of _____, 2014, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, 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.

Notary Public,

My commission expires:

Exhibit _____

[Insert Legal Description for Final Draft]

INTEROFFICE MEMORANDUM

TO: KATHY BRECK: DEPUTY CITY SOLICITOR
FROM: TOM MATHEWS
SUBJECT: DISPOSITION OF 380 BAY STREET: BID # 15 - 019
DATE: 10/1/2014
CC: FILE

I am requesting you to prepare the Draft deed and City Council order for the following:

Property – 380 Bay Street, (01085 – 0077),

RFP – Bid # 15 – 019

Successful bidder – MT. Zion Baptist Church

Contact Information:

Rev. Dr. Atu O. White

368 Bay Street

Springfield, Ma 01109

Phone # 413.785.5664

Email: wearemtzion@gmail.com;

Attorney Contract Information:

Attorney Peter Jordan

95 State Street

Springfield, Ma 01103

Contact person; Peter Jordan

Phone: 413.737.8266

Email: Not available

Sale Price: \$3,000

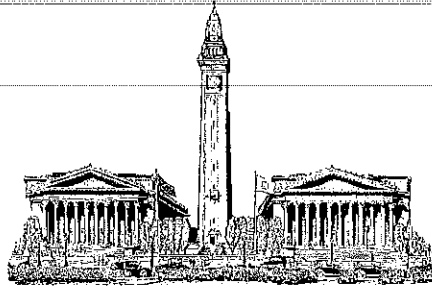
Restrictions:

- Prior to any exterior on-site work, Mt. Zion Baptist Church must provide the Office of Planning & Economic Development in advance of any on-site work Site Plan review of final landscaping/parking on site plan including fences. No tree removal or site plan alterations should be made prior to this approval.
- The property is being sold in as-is condition, and Mt. Zion Baptist Church will take responsibility for any and all environmental conditions upon transfer.
- Any paving and drainage plans will be required to be reviewed and approved by the Department of Public Works prior to any construction.
- The City will require the project completed within twelve months of the transfer of the property to you or the property will revert back to the City.

**OFFICE OF PLANNING &
ECONOMIC DEVELOPMENT**

70 TAPLEY STREET
SPRINGFIELD, MA 01104

413-787-6020 413-787-6524 FAX



September 9, 2014

Rev. Dr. Auto White
MT. Zion Baptist Church
389 Bay Street
Springfield, MA 01109

RE: RFP 15-019: 380 Bay Street

Dear Rev. White

In conjunction with the review committee recommendation and the approval of Mayor Domenic J. Sarno regarding the Request for Proposals (RFP) Bid #15-019, the disposition and redevelopment of 380 BAY STREET, I am pleased to extend a developer designation to you, Rev. Dr. Auto White, based upon the conditions and timelines outlined within this letter. Final property transfer will not occur until a final vote of the Springfield City Council after the successful completion of this preferred developer designation.

The preferred developer designation will be active for a period of 90 days from the date of this letter. It is expected that the closing of the sale will occur prior to the expiration of this period. The designation includes the following conditions:

- The designation grants Rev. Dr. White and his agents, consultants, engineers, other contractors and designees a right of entry to advance its due diligence activities, subject to providing the City in advance with certificates of insurance evidencing that such parties have in place reasonable amounts of comprehensive general liability and workers compensation insurance for their activities on the premises.
- Rev. Dr. White should give the City 48 hour notice of any required entry to the property.

- Prior to any on-site work, Rev. Dr. White must meet with the Office of Planning & Economic Development for a Site Plan review of final landscaping; on site parking plan including fences. No tree removal or site plan alterations should be made prior to this approval.
- The property is being sold in as-is condition, and Rev. Dr. White and MT. Zion Baptist Church will take responsibility for any and all environmental conditions upon transfer
- Paving and drainage plans will be required to be reviewed and approved by the Department of Public Works prior to any construction.

All requests to enter the property can be made through me directly at 413.787.6665 or by email at tmathews@springfieldcityhall.com. Any meeting coordination can also be made through the Office of Planning & Economic Development as we move forward.

Congratulations and we look forward to working with you on this important project!

Sincerely,

Thomas Mathews
Project Manager

CC: Mayor Domenic J. Sarno
Kevin Kennedy, Chief Development Officer
Lauren Stabilo, Chief Procurement Officer
Melvin Altman, Law Department
The RFP 14-012 Review Committee



City of Springfield

SCHEDULED

Meeting: 10/06/14 07:00 PM
Initiator: Kathy Breck
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2795

3.15

Order Authorizing and Approving Disposition of 858 Rear State St. and 864 State St. (Mayor Sarno)

WHEREAS, the City of Springfield (the "City") is the owner of certain real properties known As **858 Rear State Street and 864 State Street**, Springfield, Massachusetts, (herein the "the Properties"); and

WHEREAS, the City issued a Request for Proposals (#15-019) ("RFP") for the disposition and redevelopment of the Properties, which have a combined City assessed value of One Hundred Sixty-One Thousand Three Hundred Dollars (\$161,300.00); and

WHEREAS, in accordance with Massachusetts General Laws c. 30B section 16, the RFP Selection Committee identified First Resource Companies as the entity submitting the most advantageous proposal; and

WHEREAS, the RFP Selection Committee believed the proposal from First Resource Companies was the most advantageous for the City as it proposed to safely remediate and demolish the existing structure at the property, to be converted for use as a new parking lot that will support the \$25,000,000 redevelopment of the Indian Motorcycle Building and the Mason Square Fire Station; and

WHEREAS, on or about September 22, 2014, First Resource Companies was designated as the preferred developer for the Properties, contingent upon the completion of certain due diligence actions on site; and

WHEREAS, at this time, First Resource Companies has completed due diligence actions at the Property, and has received the approval of the City of Springfield Office of Planning and Economic Development, subject to the approval of the City Engineer;

NOW THEREFORE, BE IT ORDERED, that the City Council of the City of Springfield, with the approval of the Mayor, hereby declares that the Properties known as 858 Rear State Street and 864 State Street, Springfield Massachusetts, are available for disposition, and subject to the approval of the City Engineer, approves the transfer of the Properties to First Resource Companies ("Buyer"), for consideration of Fifty-One Thousand Dollars (\$51,000.00), and hereby authorizes the Mayor to take all steps necessary to complete the transfer by accepting the payment from the Buyer on behalf of the City, and by delivering a deed to the Buyer in substantially the same form as the draft deed attached hereto as Exhibit A.

FINANCIAL IMPACT:

The City proposes to sell the Properties for consideration of \$51,000.00.

INTEROFFICE MEMORANDUM

TO: KATHY BRECK: DEPUTY CITY SOLICITOR
FROM: TOM MATHEWS
SUBJECT: DISPOSITION OF 858 R AND 864 STATE STREET: BID # 15 - 001
DATE: 10/1/2014
CC: FILE

I am requesting you to prepare the City Council order for the following:

Property - 864 State Street, (11110 – 0174) and 858 Rear State Street, (11110 – 0170)

RFP – Bid # 15 – 001

Successful bidder – First Resource Companies

Contact Information:

Gordon Pulsifer

2001 Washington Street

Hanover, Ma 02339

Phone # 617.771.0988

GPulsifer@FRDC1.com

Attorney Contract Information:

Murtha Cullina

99 High Street

Boston, Ma 02110

Contact person; Frank Capezzera

Phone 617.457.4002

Fax 617.482.3868

Email: fcapazzera@murthalaw.com

Sale Price: \$51,000

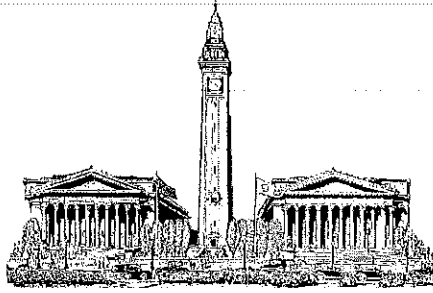
Restrictions:

- First Resource will work with the two businesses located at 864 State Street for a minimum of 6 months to allow the businesses to find a suitable new location.
- Prior to any exterior on-site work, Mr. Pulsifer must meet with the Office of Planning & Economic Development in advance of any on-site work for a Site Plan review of final landscaping/parking on site plan including fences. No tree removal or site plan alterations should be made prior to this approval.
- The property is being sold in as-is condition, and Mr. Pulsifer will take responsibility for any and all environmental conditions upon transfer.
- Any paving and drainage plans will be required to be reviewed and approved by the Department of Public Works prior to any construction.
- The City will require a certificate of occupancy within twelve months of the transfer of the property to you or the property will revert back to the City.
- The city plans to transfer title on the property with a deed restriction prohibiting future use of the subject property as package stores or other stores that sell alcoholic beverages.
- The City will retain a permanent easement across the property for the potential future purpose of constructing and maintaining the McKnight Rail Trail, a planned public bike and walking trail.

**OFFICE OF PLANNING &
ECONOMIC DEVELOPMENT**

70 TAPLEY STREET
SPRINGFIELD, MA 01104

413-787-6020 413-787-6524 FAX



September 22, 2014

Gordon Pulsifer
First Resource Companies
2001 Washington Street
Hanover, MA 02339

RE: RFP 15-001: 858 R & 864 STATE STREET

Dear Mr. Pulsifer,

I wanted to follow up on my August 25, 2014 letter to you. Please let me know when to expect the detailed site plan of your project. I am anxious to move forward with the property transfer for the two properties, 858 R & 864 STATE STREET.

The City of Springfield Office of Planning & Economic Development is also requiring that your company work with the two businesses for their relocation from 864 State Street for a minimum of 6 months to allow the businesses to find a suitable new location.

- The Committee will require a detailed site plan submitted and approved by the Office of Planning and Economic Development prior to property transfer.
- Prior to any exterior on-site work, Mr. Pulsifer must meet with the Office of Planning & Economic Development in advance of any on-site work for a Site Plan review of final landscaping/parking on site plan including fences. No tree removal or site plan alterations should be made prior to this approval.
- The property is being sold in as-is condition, and Mr. Pulsifer will take responsibility for any and all environmental conditions upon transfer.

We look forward to working with you on this project!

Sincerely,

Thomas Mathews
Project Manager

EXHIBIT A**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 **FIFTY ONE THOUSAND DOLLARS (\$51,000.00)**, hereby grants to **FIRST RESOURCE COMPANY**, a Massachusetts domestic company, with a principal place of business at _____, Massachusetts, with **QUITCLAIM COVENANTS**, the land in said Springfield, described as follows:

PARCEL I

A certain undeveloped parcel of land known as 858 Rear State Street (Parcel ID #11110-0170), being the same premises taken for failure to pay taxes by Final Judgment of the City of Springfield dated November 8, 2013, recorded at the Hampden County Registry of Deeds at Book 20118 and Page 540, in Tax Lien Case number 11 TL 142320.

PARCEL II

A certain parcel of land, with the buildings thereon, known as 864 State Street (Parcel ID #11110-0174), being the same premises taken for failure to pay taxes by Final Judgment of the City of Springfield dated January 19, 2011, recorded at the Hampden County Registry of Deeds at Book 18688 and Page 590, in Tax Lien Case number 09 TL 139393.

The parcels are sold pursuant to Chapter 30B section 16 of the Massachusetts General Laws "as is" and are conveyed subject to the below restrictions which are to be taken and construed as running with the land and are to be binding upon said Grantee, its successors, assigns, grantees and lessees for a term of twenty (20) years after the date of this deed creating them unless released by said Grantor. These restrictions shall be for the benefit of the City of Springfield and may be enforced by the City through appropriate legal or equitable proceedings. The restrictions are as follows:

(1) The parcels cannot be used as a church, as a homeless shelter, for non-accessory signs and for any uses not allowed within a Business C Zoning District; (2) The parcels are sold subject to all environmental conditions which the Grantee agrees to assume; (3) The parcels are sold subject to all current zoning, building and historic district restrictions and controls in effect at the time of the closing; (4) All initial redevelopment shall be conducted in accordance with the plans approved by the Grantor's Office of Planning and Economic Development; (5) The parcels are sold subject to the covenants set forth in the Land Disposition Agreement enter into by _____ and the City of Springfield on October ____, 2014 and attached hereto as Exhibit B; and (6) If the parcels are not developed within twelve (12) months from the date of recording of this Quitclaim Deed, the parcels shall revert back to City ownership at no cost and for no consideration, subject to the procedures and cure period set forth in said Land Disposition Agreement. The term "developed", for the purposed of the above said reverter clause, shall be defined as the completion of the construction of a paved parking lot with landscaping and other improvements as approved by the City Planning Dept. and City Engineer at the property.

This deed shall be subject to all easements and restrictions of record, if any, lawfully existing in, upon or over said land 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 the ____ of _____, 2014, and attached hereto as "Exhibit #1".

CITY OF SPRINGFIELD

By _____

Domenic J. Sarno, Mayor

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, ss.

Springfield, Massachusetts

On this _____th 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.

Notary Public

My Commission Expires:

EXHIBIT #1**CITY COUNCIL ORDER APPROVING TRANSFER****Order Authorizing and Approving Disposition of
Real Property known as 858 Rear State Street and 864 State Street**

WHEREAS, the City of Springfield (the "City") is the owner of certain real properties known As **858 Rear State Street and 864 State Street**, Springfield, Massachusetts, (herein the "the Properties"); and

WHEREAS, the City issued a Request for Proposals (#15-019) ("RFP") for the disposition and redevelopment of the Properties, which have a combined City assessed value of One Hundred Sixty-One Thousand Three Hundred Dollars (\$161,300.00); and

WHEREAS, in accordance with Massachusetts General Laws c. 30B section 16, the RFP Selection Committee identified First Resource Companies as the entity submitting the most advantageous proposal; and

WHEREAS, the RFP Selection Committee believed the proposal from First Resource Companies was the most advantageous for the City as it proposed to safely remediate and demolish the existing structure at the property, to be converted for use as a new parking lot that will support the \$25,000,000 redevelopment of the Indian Motorcycle Building and the Mason Square Fire Station; and

WHEREAS, on or about September 22, 2014, First Resource Companies was designated as the preferred developer for the Properties, contingent upon the completion of certain due diligence actions on site; and

WHEREAS, at this time, First Resource Companies has completed due diligence actions at the Property, and has received the approval of the City of Springfield Office of Planning and Economic Development, subject to the approval of the City Engineer; and

NOW THEREFORE, BE IT ORDERED, that the City Council of the City of Springfield, with the approval of the Mayor, hereby declares that the Properties known as 858 Rear State Street and 864 State Street, Springfield Massachusetts, are available for disposition, and subject to the approval of the City Engineer, approves the transfer of the Properties to First Resource Companies ("Buyer"), for consideration of Fifty-One Thousand Dollars (\$51,000.00), and hereby authorizes the Mayor to take all steps necessary to complete the transfer by accepting the payment from the Buyer on behalf of the City, and by delivering a deed to the Buyer in substantially the same form as the draft deed attached hereto as Exhibit A.

EXHIBIT B
LAND DISPOSITION AGREEMENT

[DRAFT]

This Agreement is made and entered into as of the ___ day of _____, 2014, 2011 by and between the **CITY OF SPRINGFIELD**, a municipal corporation with a usual place of business at 36 Court Street, Springfield, Massachusetts 01103 (the "City"), and _____, a Massachusetts _____ company, with a principal place of business at _____, Massachusetts ("Redeveloper" as further defined in Section 101(u),) (the City and the Redeveloper being collectively referred to herein as the "Parties" and shall include any successor in interest whether by act of a party to this Agreement or by operation of law or otherwise).

RECITALS

WHEREAS, the City is the owner of certain real property known as _____, Springfield, Massachusetts (collectively, the "Property"); and

WHEREAS, the City, acting by RFP (Bid# _____) and through its Department of Purchase, requested proposals for the purchase and redevelopment of the Property; and

WHEREAS, on or about _____, the City selected _____, as the successful proposer in response to a Request For Proposals issued by the City for the Property and has designated _____ as Preferred Developer of the Property; and

WHEREAS, the City of Springfield seeks to develop the Property for use as supportive parking; and

WHEREAS, the Redeveloper intends to redevelop the property by demolishing the existing structures located therein, and by creating a parking lot; and

WHEREAS, the Redeveloper has inspected the Property to its satisfaction in all respects and is willing to accept conveyance of the Property "as is"; and

WHEREAS, the Parties wish to memorialize in this Agreement certain undertakings to effectuate the intent of the Request For Proposals, issued by the City for the purchase and redevelopment of the Property.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties intending to be legally bound hereby agree as follows:

ARTICLE I
DEFINITIONS

Section 101: Defined Terms

For the purpose of this Agreement, the following terms shall have the meanings, respectively, ascribed to them below:

- a) "Architect" shall mean an architectural firm licensed to practice architecture in the Commonwealth of Massachusetts.
- b) "Authorized Agent" shall mean the Chief Development Officer of the City of Springfield, or any person designated by him to act on his behalf.
- c) "Certificate of Completion" shall have the meaning set forth in Section 304 hereof.
- d) "City" shall mean the City of Springfield, Massachusetts.
- e) "Closing" shall have the meaning set forth in Section 204 of this Agreement.
- f) "Closing Date" shall mean the date referred to in Section 204 of this Agreement.
- g) "Codes" shall mean the Massachusetts State Building Code, Massachusetts State Fire Code and the Springfield Zoning Ordinance, as such regulations and ordinances may be amended from time to time.
- h) "Condominium" shall mean any condominium declared on the Property after completion of the Improvements, as further described in Section 1001.
- i) "Deed" shall mean the instrument, to be recorded in accordance with this Agreement in Hampden County Registry of Deeds in Springfield, Massachusetts ("Registry"), whereby the Property is conveyed to the Redeveloper.
- j) "Design Proposal" shall mean a submittal by the Redeveloper that includes a site plan and floor plan as well as any accompanying drawings and /or sketches submitted by the Redeveloper and approved by the City.
- k) "Development Review Procedures" shall mean the procedures undertaken by the Office of Planning & Economic Development in completing a Site Plan Review, as set forth in the Codes. Such review will be completed by the issuance of with an approval letter from said department.
- l) "Event of Default" shall have the meaning set forth in Section 702(a).
- m) "Final Drawings and Specifications" shall the mean the complete working drawings and specifications, suitable for bidding, including such drawings and specifications for facade treatment samples of materials, and a written statement of the differences, if any, from the approved Preliminary Drawings and Specifications, to be submitted and approved by the City pursuant to the Codes and the Development Review Procedures.
- n) "Improvements" shall mean the remediation and demolition of the existing structures located at the Property, and the creation of a new parking lot at the Property.
- o) "Lenders" shall have the meaning set forth in Section 402(b).

- m) "Project" shall mean the permitting, construction and initial lease-up of the Improvements.
- u) "Preliminary Drawings and Specifications" shall mean site plans, floor plans, elevations and sections, outline specifications, and models which have been developed to show the detailed architectural character of the Improvements and their relationship to the Design Proposal approved by the City.
- v) "SPE Project Owner" shall have the meaning set forth in Section 401(e).

ARTICLE II TRANSFER OF THE PROPERTY AND PAYMENT THEREFOR

Section 201: Covenant of Sale

Subject to all of the terms, covenants and conditions of this Agreement, the City agrees to sell and convey and the Redeveloper covenants and agrees to purchase the Property.

Section 202: Condition of Land to be Conveyed

The City and the Redeveloper covenant and agree that the Property shall be conveyed in "as is" condition. *The Redeveloper represents that it has inspected the Property to its satisfaction in all respects.*

Section 203: Purchase Price; Payment

The purchase price ("Purchase Price") for the Property shall be _____ (\$_____) and other good and valuable consideration, which is the complete performance by the Redeveloper of its obligations pursuant to this Agreement.

Section 204: Time of Sale and Conveyance

The sale and conveyance and delivery of possession of the Property and the purchase of the same by the Redeveloper shall take place on _____, or such other date as may be agreed upon by the parties, and shall occur at _____. The conveyance shall also be referred to herein as the "Closing."

Section 205: Title and Instrument of Conveyance

The sale and conveyance shall be by quitclaim deed of good and marketable fee simple title free and clear of all liens and encumbrances, but subject to and with the benefit of all

conditions, covenants, easements, and restrictions as of record appear or as set forth or referred to in this Agreement and/or in the Plan.

Section 206: Tax Stamps and Other Closing Costs

The Redeveloper shall pay the cost of recording this Agreement, the Deed, including transfer taxes, if any, and all other instruments and plans to be recorded with the Registry.

Section 207: Adjustments

The Redeveloper shall pay all taxes, charges or assessments allocable to the Property with respect to any period after delivery to the Redeveloper of the Deed hereunder. In the event any portion of the Property is exempt from taxation on the assessment date next preceding the conveyance hereunder by virtue of title being vested in the City or other tax exempt entity, the Redeveloper shall pay, pursuant to M.G.L. c. 59, § 2C and in accordance with the procedures prescribed therein, in lieu of a tax adjustment, a pro rata amount of the taxes which would have been payable to the City of Springfield if such parcel had not then been exempt from taxation, for that portion of the tax year during which the Redeveloper has title and possession. This payment in lieu of taxes shall be computed using the assumed assessment of the Property and using the tax rate for the current tax year if it is known, and if it is not known, the estimated tax rate established by the City Assessor. All other closing costs and adjustments, if any, shall also be paid to the City upon delivery of the Deed to the Property. The provisions of this Section shall survive delivery of the Deed.

Section 208: Conditions Precedent to Conveyance

The City shall not be obligated to make conveyance of the Property unless and until the following events have all occurred:

- a. Final Drawings and Specifications for the Property have been submitted by the Redeveloper and approved by the City of Springfield Office of Planning and Economic Development as provided in Section 302 hereof.
- b. The Redeveloper has furnished evidence satisfactory to the City that the Redeveloper has adequate equity capital to complete the Project.
- c. The Redeveloper has obtained one or more building permits for the Project from the City of Springfield Inspectional Services Department and has paid all application fees in connection therewith, and the improvements described in the building permit(s) are in accordance with the Final Drawings and Specifications approved by the City pursuant to Section 302 hereof.

Section 209: Default by City

- a. In the event that the City shall be unable to give title or to make conveyance or to deliver possession of the Property as provided for herein, then all obligations of the parties

hereunder shall cease and this Agreement shall be void and the parties without recourse except as provided in Section 209(b) hereof, unless the City shall elect to use reasonable efforts to remove any defect in title or to deliver possession as herein agreed, as the case may be, in which event the City shall give written notice thereof to the Redeveloper at or before the time for performance by the City hereunder, and thereupon the time for the performance by the City shall be extended for a period of ninety (90) days, or such longer period as the City and the Redeveloper shall mutually agree; provided, however, that the Redeveloper shall have the election, either at the original or any extended time for performance, to accept such title or possession as the City can deliver to the Property and to pay therefor without deduction, in which case the City shall convey such title to the Redeveloper.

b. In the event that at the time for Closing, as it may be extended, the City shall be unable to give title or to make conveyance or to deliver possession of the Property as herein provided, then the City shall reimburse the Redeveloper for all costs and expenses incurred from and after the date of this Agreement in connection with the Project, including, but not limited to, the sums paid to create the Design Proposal, the Preliminary Drawings and Specifications and the Final Drawings and Specifications. After the City has paid such reimbursement, all obligations of the parties hereto shall cease; and this Agreement shall be void and without further recourse to the parties hereto.

Section 210. Representations and Warranties

a. The City hereby represents and warrants to the Redeveloper, without limiting the representations, covenants and warranties of the City contained elsewhere in this Agreement, the following representations and warranties which shall be true and correct in all material respects as of the date hereof and as of the Closing date:

1. The City owns good, clear record and marketable fee simple title to the Property.
2. There are no actions, suits or proceedings pending or, to the best of the City's knowledge, threatened against the City affecting any portion of the Property or Seller's interest therein, at law or in equity, before or by any federal, state or other governmental department, commission, board, bureau, agency or instrumentality.
3. There are not leases, licenses (other than easements of record), occupancy or related agreements or tenancies affecting the Property.
4. The City has not entered into any other contracts for the sale of the Property, nor are there any rights of first refusal or options to purchase the Property or any other rights of others that might prevent the consummation of the transaction contemplated by this Agreement.
5. The City has not received written notice of any violation of any statute, ordinance, law, rule, regulation or code applicable or alleged to be applicable to the Property which has not been cured.

6. The City, and each of the municipal boards and officials acting on the City's behalf pursuant to this Agreement, will promptly undertake review of the Design Proposal, the Preliminary Drawings and Specifications and the Final Drawings and Specifications, and will perform such review in good faith for the limited purpose of ensuring that the Improvements comply with the requirements of the RFP and the terms and conditions of this Agreement (and not for the purpose of changing the proposed number or layout of the dwelling units, imposing the City's design preferences on the Project, or imposing any requirements on the post-construction operation and management of the Improvements). This covenant shall survive the Closing.

b. The Redeveloper hereby represents and warrants to the City, without limiting the representations, covenants and warranties of Redeveloper contained elsewhere in this Agreement, and as a material inducement for the City to enter into this Agreement and to consummate the Closing hereunder, the following representations and warranties which shall be true and correct in all material respects on the date hereof and on the Closing Date as though such representations and warranties were made at and as of the Closing Date:

1. The Redeveloper is a limited liability company duly created and validly existing under the laws of the Commonwealth of Massachusetts.

2. This Agreement has been duly authorized, executed and delivered by the Redeveloper, and is the legal, valid and binding obligation of the Redeveloper, and does not violate any provision of any agreement or judicial order to which the Redeveloper is a party or to which the Redeveloper is subject. All documents to be executed by the Redeveloper which are to be delivered at the Closing will, at the time of the Closing, (i) be duly authorized, executed and delivered by the Redeveloper, (ii) be legal, valid and binding obligations of the Redeveloper, (iii) not violate any provision of any agreement or judicial order to which the Redeveloper is a party or to which the Redeveloper is subject.

3. The Redeveloper will comply with all laws and regulations of any governmental or quasi-governmental entity having jurisdiction over the Property, the Design Proposal, or the Improvements. This covenant shall survive the Closing.

ARTICLE III RESTRICTIONS AND CONTROLS UPON REDEVELOPMENT

Section 301: Restrictions on Use

a. The Redeveloper agrees for itself, and its successors and assigns, and every successor in interest to the Property or any part thereof, and the Deed shall contain covenants on the part of the Redeveloper for itself, and its successors and assigns, that the Redeveloper, its successors and assigns shall:

1. Devote the Property only to and in accordance with the uses specified in this Agreement and the Codes, as they may be amended from time to time;

2. Not discriminate upon the basis of race, color, sex, sexual orientation, religion or national origin in the construction, sale, lease or rental or in the use or occupancy of the Property or any Improvements erected or to be erected thereon, or any part thereof;

b. It is intended and agreed, and the Deed shall so expressly provide, that the covenants provided in subsection (a) of this Section shall be covenants running with the land binding to the fullest extent permitted by law and equity for the benefit and in favor of, and enforceable by, the City and its successors and assigns. It is further intended and agreed that the covenants provided subsection (a) shall remain in effect for a period of twenty (20) years from the date hereof, and shall expire automatically, and without the need to execute, deliver or record any further instrument, on the date which is the twentieth (20th) anniversary of the effective date of this Agreement.

c. In order to effectuate the provisions of subparagraphs (2) of subsection (a) of this Section, upon request the Redeveloper agrees to submit to the City all materials regarding its sales program, including but not limited to, advertising matter, brochures, leases, proposals for establishment of sales offices, for review of all aspects of said program which relate to or have an effect upon the selection of tenants or buyers. The Redeveloper shall not proceed with any aspect of its sales program to which the City objects, and agrees to follow all reasonable suggestions of the City with respect thereto.

d. The Redeveloper agrees for itself, its successors and assigns, that during construction and thereafter, the Redeveloper, and its successors and assigns, shall include in all such advertising for the sale or rent of the units located in the Property, a statement to the effect that the Property is open to all persons without discrimination on the basis of race, color, sex, sexual orientation, religion or national origin.

Section 302: Submission and Initial Approval of Plans

a. The Property shall be used for the construction of the Improvements. All Improvements are to be built in accordance with the Final Drawings and Specifications subject to the approval of the City's Office of Planning and Economic Development and to the applicable standards and controls of the Codes.

b. The Redeveloper shall submit the following plans to the City, and the City shall use best efforts to review and approve such plans on by the dates set forth below; provided that such timeframes may be extended by mutual agreement of the parties in order to permit the Redeveloper to address comments and incorporate reasonable recommendations offered by the City:

1. The Design Proposal shall be submitted by the Redeveloper to the City's Office of Planning and Economic Development by the date which is not more than (60)

days after the date of this Agreement; and the City shall provide its approval of the Design Proposal not more than thirty (30) days after the submission of same. Such approval shall be in the form of a written letter or certificate from the Office of Planning and Economic Development.

2. The Redeveloper shall submit the Preliminary Drawings and Specifications to City's Office of Planning and Economic Development by the date which is not more than (60) days after the date of the City's approval of the Design Proposal; and the City shall provide its approval of the Preliminary Drawings and Specifications not more than thirty (30) days after the submission of same. Such approval shall be in the form of a written letter or certificate from City's Office of Planning and Economic Development.

3. The Redeveloper shall submit the Final Drawings and Specifications to City's Office of Planning and Economic Development by the date which is not more than (60) days after the date of the City's approval of the Preliminary Drawings and Specifications; and the City shall provide its approval of the Final Drawings and Specifications not more than thirty (30) days after the submission of same. Such approval shall be in the form of a written letter or certificate from City's Office of Planning and Economic Development.

b. No work shall be done on the construction of the Improvements to be erected in the Property unless such work conforms in every material respect with the approved Final Drawings and Specifications, except and only to the extent that material modifications thereof have been requested by the Redeveloper in writing and have been approved in writing by the City's Office of Planning and Economic Development. No work shall be done with respect to all or any part of the Improvements or with respect to such changes or alterations unless such work conforms with such approved, or amended and approved, Final Drawings and Specifications for that portion of the work to be performed.

c. In submitting all plans and specifications to the City for its approval, the Redeveloper shall consider and take into account the planning and design objectives set forth by the Office of Planning & Economic Development Site Plan Review procedure and in the Design Proposal, and the City shall pursue such objectives in its review of and action upon the plans and specifications so submitted.

d. No sign shall be erected or placed on the exterior of any building in the Property, which is not enclosed within a building, unless the character, location, design, size, shape, form and lighting of such sign shall have been approved by the Office of Planning and Economic Development in writing, and complies with city zoning and historic district regulations. Flashing, exposed neon signs or signs other than those relating to businesses on the site, if any, shall not be permitted.

Section 302A: Modifications to Approved Plans

a. The Redeveloper shall seek from the City's Office of Planning and Economic Development, approval for any material deviations from the approved Final Drawings and Specifications. For the purposes of this Agreement, a "material deviation" will occur if Redeveloper proposes to make a change to the Final Drawings and Specifications which would affect any of the following: (1) the location of the Improvements, or its respective height, width, length, massing, fenestration, exterior facade materials or exterior architectural detailing as shown on the Final Drawings and Specifications; (2) the architectural designs or dimensions of, or any materials or architectural detailing shown on the Final Drawings and Specifications of, any public lobbies or spaces, or (3) the design of open spaces and the landscaping for such spaces in each case, other than *de minimus* variations or those variations required to comply with applicable legal requirements. If the City's Office of Planning and Economic Development neither approves nor disapproves the proposed change in writing within thirty (30) days of receipt of such the request to Material Change Order, then it shall be deemed approved; provided, however, that any transmittal of any request for approval of a Material Change Order shall be in accordance with the provisions of Section 9.07 hereof.

b. In the event the Redeveloper shall fail to comply with the foregoing requirements, the City may, within a reasonable time after discovery thereof by the City, direct in writing that the Redeveloper so modify or reconstruct such portion or portions of the Improvements erected or being erected as are not in conformance with the approved Final Drawings and Specifications or any approved modifications thereof. The Redeveloper shall promptly comply with such a directive. In addition to any other remedies available under this Agreement, the City may enforce the provisions of this subsection 302A(b) by an action in a court of appropriate jurisdiction to compel specific performance.

Section 303: Construction of the Improvements.

a. The Redeveloper shall begin the construction of the Improvements on the Property in accordance with the approved Final Drawings and Specifications not later than one hundred eighty (180) days after delivery of the Deed to the Redeveloper. Redeveloper shall erect and properly maintain at all times as required by the conditions and the progress of work performed by or at the request of Redeveloper from time to time during construction of the Improvements, all necessary safeguards for the protection of workers and the public.

b. The Redeveloper shall diligently prosecute to completion the construction of the Improvements and shall complete such construction not later than twelve (12) months from the date of the delivery and conveyance of the Deed, or as may be extended by written permission of the City, which shall not be unreasonably withheld. In no event shall an extension be given for a period of more than eighteen (18) months.

c. The Redeveloper shall submit to the Office of Planning and Economic Development, for approval, a detailed estimated progress schedule at the time of commencement of construction. This schedule shall be resubmitted every six (6) months, unless requested otherwise, until the construction of the Improvements has been completed, with actual progress shown in each submission. This bi-annual submission shall be accompanied by a written report by the Redeveloper citing any adjustments to the progress forecast, analyzing the causes thereof,

and, where applicable, noting corrective efforts which shall be reasonably satisfactory to the City.

d. It is intended and agreed that the agreements and covenants contained in this Section 303 with respect to the beginning and completion of the Improvements in the Property shall be covenants running with the land. This subsection shall not, however, apply against a mortgagee permitted by this Agreement unless the Lender shall elect to complete as permitted in Section 403, in which case the extension provisions of that Section shall apply.

e. The Redeveloper shall, at all times, have a Massachusetts licensed architect and/or engineer supervising the Project where required by Massachusetts or Federal law.

Section 304: When Improvements Completed; Certificate of Completion

a. The construction of the Improvements in the Property shall be deemed completed for the purposes of this Agreement when the Improvements shown on the approved Final Drawings and Specifications, and any approved modifications thereof, have been built and are ready for occupancy and a Certificate of Occupancy has been issued therefor. The completion of the Improvements shall be certified by the City by the issuance of a written certificate of completion ("Certificate of Completion") by the Office of Planning and Economic Development on behalf of the City.

b. The Redeveloper shall notify the City's Office of Planning and Economic Development in writing when construction is complete, and shall request a final inspection of the Improvements (a "Completion Notice"). The City shall inspect the Improvements within five (5) days after receipt of the Completion Notice. The Redeveloper agrees that the City shall be under no obligation to issue a Certificate of Completion until such time as the City has had a reasonable opportunity to inspect the Improvements and to confirm that the Improvements are consistent with the approved Final Drawings and Specifications, and any approved modifications thereto. The City shall not be required to make an inspection hereunder unless and until the Redeveloper has provided the Completion Notice.

b. The Certificate of Completion shall be in form acceptable for filing at the Registry of Deeds, and shall be a conclusive determination of satisfaction and termination of the agreements and covenants in this Agreement and in the Deed with respect to the obligations of the Redeveloper to construct the Improvements (or separable portion thereof); provided, however, that such Certificate of Completion shall not (i) constitute evidence of compliance with or satisfaction of any obligation of the Redeveloper to any Lender, or any insurer of a mortgage, securing money loaned to finance the Improvements, or any part thereof on the purchase of the Property, or (ii) terminate such indemnification obligations of the Redeveloper which by the terms hereof are to survive the issuance of a Certificate of Completion.

c. If the City shall refuse or fail to provide any certification in accordance with the provisions of this Section, the City shall, within thirty (30) days after receipt by the City of a written request by the Redeveloper, provide the Redeveloper with a written statement, indicating in adequate detail in what respects the Redeveloper has failed to complete the Improvements in

accordance with the provisions of this Agreement or is otherwise in default and what measures or acts it will be necessary, in the opinion of the City, for the Redeveloper to take or perform in order to obtain such certification. Notwithstanding anything to the contrary contained herein, the City shall have no obligation to issue a Certificate of Completion during the existence of any Event of Default hereunder.

Section 305: Prompt Payment of Obligations

The Redeveloper shall make, or cause to be made, prompt payment of all monies due and legally owing to all persons, firms and corporations doing any work, furnishing any materials or supplies or renting any equipment to the Redeveloper or any of its contractors or subcontractors in connection with the development and construction of any of the Improvements required by this Agreement to be constructed in the Property; provided, however, that payment shall not be required in the event that the contract requiring payment has been breached by the contractor or subcontractor, or such breach has been alleged, or there exists other legal dispute between Redeveloper and the contractor or subcontractor. This provision shall survive the issuance of a Certificate of Completion.

ARTICLE IV TRANSFER AND MORTGAGE OF REDEVELOPER'S INTEREST

Section 401: Transfer of Interest in Property by Redeveloper

a. Prior to the completion of the construction of the Improvements on the Property in accordance with Section 304 of this Agreement, no interest or portion thereof of any member of the Redeveloper (which terms shall be deemed to include successors in interest of such interest), shall be transferred, or caused or suffered to be transferred, except as involuntary transfer caused by the death or incapacity of any such party, or except as provided in Section 402 hereof, without the written approval of the City's Office of Planning and Economic Development; nor without such written approval, shall there be any other change in the ownership of such membership interests or in the relative distribution thereof or change in identity of the parties in control, or in the degree of control of the Redeveloper, by any other methods or means. The Redeveloper shall advise the City of any and all such proposed changes in ownership and shall in addition furnish the City with an up-to-date list of all present and proposed new owners thereof, setting forth the amounts of such interest owned or to be owned by each owner, and with any other information relating to such proposed change which the City shall require.

b. The Redeveloper agrees that it will not, after delivery of the Deed and prior to the completion of the construction of all the Improvements on all parts and parcels of the Property, make or suffer to be made, any assignment, lease, or any other manner of transfer of its interest in the Property or any portion thereof, or in this Agreement, unless it shall have complied with the following conditions:

1. The transferee or transferees shall have been approved as such in writing by the Mayor. By way of explanation, and not of restriction, the City shall expect the transferee or transferees to meet all the same conditions as the Redeveloper.

2. The transferee or transferees, by valid instrument in writing, satisfactory to the City, shall have expressly assumed for themselves and their successors and assigns, and directly to and for the benefit of the City, all obligations of any person or persons, including the Redeveloper, to begin, complete, and or maintain and operate, as applicable, the Improvements and all obligations of the Redeveloper provided for in this Agreement; provided that failure to so assume such obligations shall not (unless and only to the extent otherwise specifically provided in this Agreement or agreed to in writing by the City) relieve or except such transferee or successor of or from obligations, conditions, or restrictions, or deprive or limit the City of or with respect to any rights or limitations or controls with respect to the Property or the construction of the Improvements; it being the intent of this, together with other provisions of this Agreement, that (to the fullest extent permitted by law and equity and excepting only in the manner and to the extent specifically provided otherwise in this Agreement) no transfer of or change, with respect to ownership, possession, or control, shall operate legally or practically, to deprive or limit the City of or with respect to any rights or remedies or controls provided in or resulting from this Agreement with respect to the Property and the construction of the Improvements that the City would have, had there been no such transfer or change. In the event of any such transfer without such assumption of obligations, the Redeveloper shall pay to the City the expenses and costs of any actions or proceedings instituted to enforce all such obligations, conditions, and restrictions, and all of the City's said rights, remedies, and controls as against such transferee. Therefore, in the absence of a specific written agreement by the City to the contrary, no such transfer or approval thereof by the City shall be deemed to relieve the Redeveloper or any other party bound in any way by this Agreement or otherwise with respect to the construction of the Improvements from any of its obligations with respect thereto.

3. Any consideration obtained by the Redeveloper from the transferee or transferees in excess of an amount representing the actual cost to the Redeveloper of the Property or interest therein transferred, including the cost of any Improvements made thereon (including reasonable overhead and developer's fee) and carrying charges, shall be paid over to the City.

4. The City Solicitor shall review, and the Mayor shall approve, all instruments and other legal documents involved in effecting a transfer permitted under this Section 401(b).

c. In the event that Redeveloper transfers its interest in all or any part of the Property without the required consent of the City, and such transferee shall cause a breach of the obligations set forth in this Agreement prior to receipt of the Certificate of Completion granted pursuant to Section 304, the Redeveloper shall be responsible, jointly and severally with the transferee, for curing or effecting the cure of such violation. If the Redeveloper shall fail or refuse to effect such cure, the City may institute such actions or proceedings against the

transferee and/or the Redeveloper as the City deems appropriate, including actions and proceedings to compel specific performance. Payment of all costs and expenses, which may be incurred by the City in instituting and prosecuting such actions or proceedings, shall be governed by Section 501 of this Agreement.

d. After completion of the Improvements or any applicable portion thereof, as certified by the City by issuance of a Certificate of Completion, the Redeveloper may assign or otherwise transfer any portion of or interest in the Property (including the deemed transfers under Section 903), or any interest in the Redeveloper may be assigned or transferred.

e. Notwithstanding anything to the contrary in this Section 401, the City acknowledges and agrees that Redeveloper intends for an affiliated single-purpose entity (the “SPE Project Owner”) to take title to the Property, to undertake the Project, and to own and operate the Improvements. The City agrees that it will convey title to the SPE Project Owner and permit the SPE Project Owner to perform Redeveloper’s obligations under this Agreement so long as (i) the SPE Project Owner is a Massachusetts limited liability company or a limited liability company organized in another jurisdiction and lawfully registered to do business in Massachusetts; (ii) the SPE Project Owner is wholly owned by Redeveloper or by an entity that is wholly owned by or that wholly owns Redeveloper.

Section 402: Mortgage of Property

a. Notwithstanding any other provisions of this Agreement, the Redeveloper shall at all times have the right to encumber, pledge, or convey its rights, title and interest in and to the Property, or any portion or portions thereof, and members of the Redeveloper or the SPE Project Owner, if any, shall have at all times the right to encumber their individual membership interests, by way of a bona fide mortgage to secure the payment of any loan or loans obtained by the Redeveloper to finance the development, construction, repair or reconstruction of any of the Improvements required to be constructed by this Agreement, or to refinance any outstanding loan or loans therefor obtained by the Redeveloper for any such purpose; provided, however, that, except with respect to mortgages described herein, the Redeveloper and its individual members, as the case may be, shall give prior written notice to the City of its or their intent to exercise such rights hereunder, including in such notice the name(s) and address(es) of such mortgagee(s) and any other information regarding the mortgagee(s) and mortgage documents which the City may require.

b. The holder of any such mortgage (including a holder who obtains title to the Property or any portion thereof by foreclosure or action in lieu thereof, but not including a party who obtains title through such holder or any purchaser at a foreclosure sale other than the holder) shall be deemed a “Lender” hereunder and shall not be obligated by this Agreement to construct or complete the Improvements or to guarantee such construction or completion, but shall have the options described in Section 403.

c. The City confirms that from and after the issuance of a final Certificate of Completion for all of the Improvements, all restrictions as may be expressed or implied under this Section 402 shall terminate and no longer be of any force and effect.

Section 403: Rights and Duties of Mortgagee Upon Acquisition Prior to Completion

a. If a Lender, through the operation of its contract to finance the Improvements required by this Agreement to be constructed by the Redeveloper in the Property, or by foreclosure (or any other party who obtains title through such Lender or any purchaser at a foreclosure sale), acquires fee simple title to the Property or any part thereof prior to the completion of all such Improvements, the Lender (or such other person) shall, if applicable, have the following options:

1. Complete construction of such Improvements in accordance with the approved Final Drawings and Specifications and this Agreement, and in all respects comply with the provisions of this Agreement; or
2. Sell, assign, or transfer, with the prior written consent of the City, fee simple title to the Property or any part thereof to a purchaser, assignee or transferee who shall expressly assume all of the covenants, agreements and obligations of the Redeveloper under this Agreement in respect of the Property or part thereof, by written instrument satisfactory to the City and recorded in the Registry; or
3. Reconvey fee simple title to the Property or part thereof to the City, in which event the provisions of Section 702 relative to resale shall apply.

b. In the event that a Lender (or such other person) elects to complete construction pursuant to (a)(1) above, or sells, assigns or transfers pursuant to (a)(2) above, the City shall extend the time limits set forth in Section 303 herein as shall be reasonably necessary to complete construction of the Improvements, and upon such completion, the Lender (or such other person), as the case may be, shall be entitled to the Certificate(s) of Completion pursuant to Section 304.

Section 404: Rights and Duties of Mortgagee Upon Acquisition After Completion

If a Lender, through the operation of its contract to finance the Improvements required by this Agreement to be constructed by the Redeveloper in the Property, or by foreclosure acquires fee simple title to the Property or any portion thereof after completion of all Improvements, said Lender for the period during which said Lender holds such title, shall comply with applicable provisions of this Agreement.

Section 405: Additional Encumbrances

Notwithstanding anything contained herein to the contrary, the Redeveloper shall have the right to grant easements to utility providers and other parties in order to effectuate the

construction of the Improvements and the use, occupancy and operation of the Property as contemplated herein.

ARTICLE V INDEMNIFICATION

Section 501: Reimbursement and Indemnification of the Indemnified Parties

The Redeveloper shall pay all actual costs and expenses (including without limitation, attorneys' fees and expenses), and the amounts of all judgments and decrees which may be incurred by the City in connection with any actions taken or proceedings brought to enforce the obligations of the Redeveloper set forth in this Agreement. The Redeveloper shall defend and hold harmless the City from and against any claims, actions, damages, costs and expenses (including without limitation, reasonable attorneys' fees and expenses) which the City incurs in connection with (i) the Redeveloper's exercise of its rights hereunder with respect to the Property prior to the conveyance of the Property to the Redeveloper, (ii) the Redeveloper's conduct of its obligations hereunder, and/or (iii) the Redeveloper's breach of any of its obligations hereunder, other than as caused by such City's gross negligence or willful misconduct. It is expressly understood, however, that no Lender shall be liable to the City for any costs, expenses, judgments, decrees or damages which shall have accrued against the Redeveloper; provided however, that if a Lender acquires title to the Property or control of the Redeveloper after the Redeveloper has become liable for any costs, expenses, judgments, decrees or damages, then such Lender shall take subject to (but shall not be personally liable for) such liabilities incurred prior to such Lender's acquiring its interest in the Property or the Redeveloper. The provisions of this Article VI shall survive the issuance of a Certificate of Completion.

ARTICLE VI INSURANCE

Section 601: Insurance Coverage

Subject to Section 604(f) below:

a. For twenty (20) years from the date hereof, the Redeveloper, its successors and assigns, shall keep (or, if the Redeveloper creates a Condominium on the Property, shall cause the Condominium association to keep) the insurable property and equipment insured by fire and extended insurance and additional risk insurance to the same extent and amount which is normally required by institutional mortgagees in the use of similar property and equipment in the City. Such insurance shall be in an amount sufficient to comply with the co-insurance clause applicable to the location and character of the property or equipment, and, in any event, in amounts not less than eighty per centum of the current cash value of such property or equipment. All such insurance shall be by standard policies, obtained from financially sound and responsible insurance companies authorized to do business in Massachusetts, and shall have attached thereto a clause making the loss payable to the Redeveloper, the mortgagee, and, subject to the rights of the mortgagee, the City as their respective interests may appear.

b. Each insurance policy shall be written to become effective at the time the Redeveloper becomes subject to the risk or hazard covered thereby, and shall be continued in full force and effect for such period as the Redeveloper is subject to such risk or hazard.

c. Certificates of such policies and renewals shall be provided to the City upon request of the City, not more frequently than once per year.

d. The provisions of this Article VII shall not apply to any individual condominium units which have been conveyed by the Redeveloper for which a Certificate of Completion has been issued.

Section 602: Non-Cancellation Clause

All insurance policies shall provide that any cancellation, change or termination thereof shall not be effective with respect to the City until after at least thirty (30) days prior notice has been given to the City to the effect that such insurance policies are to be canceled, changed, or terminated at a particular time.

Section 603: City May Procure Insurance if Redeveloper Fails to Do So

If the Redeveloper, its successors and assigns, at any time refuses, neglects or fails to secure and maintain in full force and effect any or all of the insurance required pursuant to this Agreement, then the City may, at its option, and after thirty (30) days advance written notice to Redeveloper, procure or renew such insurance, and all amounts of money paid therefor by the City shall be payable by the Redeveloper, its successors and assigns, to the City; with interest thereon at the rate of ten per cent (10%) per annum from the date the same were paid by the City to the date of payment thereof by the Redeveloper, its successors and assigns. The City shall notify the Redeveloper, its successors and assigns, in writing of the date, purposes, and amounts of any such payments made by it.

Section 604: Redeveloper's Obligations with Respect to Restoration and Reconstruction

a. Whenever any Improvements, or any part thereof, constructed in the Property or an individual part thereof shall have been damaged or destroyed prior to the expiration of this Agreement, or until such date thereafter to which such term may be extended by proper amendment of the Plan, or for two (2) years from the date hereof, whichever is longer, the Redeveloper while owner thereof, or its successors or assigns, shall proceed promptly to establish and collect all valid claims which may have arisen against insurers or others based upon any such damage or destruction. Subject to the rights Lenders permitted hereunder, all proceeds of any such claim and any other monies provided for the reconstruction, restoration or repair of any such Improvements shall be deposited in full in a separate account of the Redeveloper or of any mortgagee.

b. If permitted by Lenders of record permitted hereunder, the insurance money and any other proceeds so collected shall be used and expended for the purpose of fully repairing or

reconstructing the Improvements which have been destroyed or damaged to a condition at least comparable to that existing at the time of such damage or destruction to the extent that such insurance money and other proceeds may permit. Any excess proceeds after such repair or reconstruction has been fully completed shall be retained by the Redeveloper, subject to the rights of any Lender of record permitted hereunder and the rights of the City.

c. The Redeveloper, with the written approval of the City and any mortgagee of record permitted hereunder, may determine that all or any part of any such damage to or destruction of such Improvements shall not be reconstructed, restored, or repaired, and in such event, the proceeds of any claims against insurers or others arising out of such damage or destruction, to the extent not used for such reconstruction, restoration, or repair shall be retained by the Redeveloper, subject to the rights of such mortgagee and the rights of the City.

d. Unless otherwise agreed by the parties in writing, any reconstruction or repair undertaken pursuant to the provisions of this Section shall in all respects be in accordance with and conform to the provisions of the approved Final Drawings and Specifications.

e. In no event shall the Redeveloper be obligated to incur costs for repair and reconstruction in excess of the proceeds, if any, received from claims which may have arisen and been settled against insurers or others on account of damage or destruction for construction, restoration or repair; and if there be insufficient monies received, subject to the provisions of subsection (c) herein, the Redeveloper shall have no obligation to reconstruct, restore or repair. Redeveloper agrees to exercise all reasonable efforts to obtain such permits and approvals as are necessary to reconstruct, restore or repair such Improvements, but Redeveloper shall in no event be obligated under this Agreement to reconstruct, restore or repair such Improvements if applicable laws or regulations do not allow the same to be accomplished.

f. Notwithstanding the foregoing, from and after the date the Property is subject to the provisions of M.G.L. ch. 183A, as evidenced by the recording of the Condominium Documents with the Registry, and the creation of a condominium regime at the Property, such Condominium Documents shall govern and control with respect to the provisions of this Article VII, and Redeveloper shall have no obligations or liabilities arising from the Condominium Association's failure to insure the Condominium common areas and facilities.

Section 605: Commencement and Completion of Reconstruction

The Redeveloper shall commence to reconstruct or repair any Improvements and equipment in the Property, or any portion thereof, which have been destroyed or damaged prior to the expiration of the term of this Agreement, or within two years (2) years from the date hereof, whichever is longer, within a period not to exceed six (6) months after the insurance or other proceeds with respect to such destroyed or damaged property have been received by the Redeveloper.

ARTICLE VII RIGHTS AND REMEDIES IN EVENT OF BREACH BY REDEVELOPER

Section 701: Failure or Refusal by Redeveloper to Purchase Fee Simple Title

If the Redeveloper shall fail or refuse to submit Working Drawings and Specifications satisfactory to the City as provided in Section 302 of this Agreement, or shall fail or refuse to submit evidence satisfactory to the City that it has the necessary equity capital and commitments for mortgage financing as provided in Section 208 of this Agreement, or shall fail or refuse to complete the purchase and accept possession of the Property upon proper tender of conveyance by the City pursuant to this Agreement, or there is any unauthorized change in the ownership or distribution of the relative membership interests in the Redeveloper or with respect to the identity of the parties in control of the Redeveloper or degree thereof, the City shall have the right to retain the deposit, if any, held by it pursuant to this Agreement as full liquidated damages, but not as a penalty, without any deduction or offset whatever and without further liability to the City on the part of the Redeveloper; and the City may, upon such failure or refusal, in its sole discretion terminate, by thirty (30) days prior written notice to the Redeveloper, all of its obligations to the Redeveloper hereunder, in addition to retaining such deposit. In the event there is no such deposit, all the remedies available to the City under Section 705 of this Agreement shall apply to defaults under this Section 701. The City Closing Certificate shall state that Redeveloper has fully satisfied the requirements of this Section 701.

Section 702: Consequence of Certain Breaches by Redeveloper

a. If, prior to completion of the Improvements, as evidenced by the issuance of a Certificate of Completion therefor:

1. The Redeveloper shall fail to perform its obligations under this Agreement, including without limitation with respect to commencement, diligent prosecution, or completion of construction of Improvements; or
2. The Redeveloper shall fail to pay any real estate taxes or assessments in the Property or any part thereof when due, or shall place or suffer to be placed thereon any encumbrances or liens other than the mortgage lien(s) and easements authorized by this Agreement; or
3. There is in violation of Sections 401(a) or 401(b) of this Agreement with respect to a transfer of the Property or any part thereof, or a change in the ownership or control of or interests in the Redeveloper;

then, the City shall in writing notify the Redeveloper and the Lenders of which the City has notice of such failure or violation. The Redeveloper and the Lenders shall thereupon have ninety (90) days from the receipt by it of such written notice to cure such failure or violation. If the Redeveloper does not cure such failure or violation within the ninety (90) day period (or within such extended period of time as may be established by the City acting solely in its discretion) and if the Lenders in replacement thereof do not exercise their rights to cure such violation or failure as provided in Section 704 hereof, then an "Event of Default" shall be deemed to exist.

b. Upon the occurrence of an Event of Default, the Redeveloper shall promptly transfer possession of, and reconvey, the Property together with all of the Improvements thereon, to the City without cost to the City, by quitclaim deed, provided that such reconveyance (i) shall be subject to any existing building loan agreements and mortgages thereon permitted under this Agreement, and (ii) shall not include any portions of the Property with respect to which a

Certificate of Completion has been issued pursuant to Section 304. If the Redeveloper shall fail so to reconvey, the City may institute such actions or proceedings as it may deem advisable including proceedings to compel specific performance and the payment of damages, expenses and costs by the Redeveloper.

c. Upon the occurrence of an Event of Default the City shall also have the right to re-enter and take possession of the Property and to terminate (and re-vest in the City) the estate conveyed by the Deed to the Redeveloper, it being the intent of this, together with other provisions of this Agreement, that the conveyance of the Property to the Redeveloper shall be made upon, and that the Deed shall contain, a condition subsequent to the effect that in the Event of Default, the City at its option may declare a termination in favor of the City of the title, and of all the rights and interests in the Property and that such title, and all rights and interest of the Redeveloper, and any assigns or successors in interest, in the Property, shall revert to the City; provided, that such condition subsequent and any re-vesting of title as a result thereof in the City: (i) shall always be subject to and limited by and shall not defeat, render invalid, or limit in any way the lien of any mortgage authorized by this Agreement, or any rights or interests provided herein for the protection of the Lenders, and (ii) shall not apply to portions of the Property with respect to which a Certificate of Completion has been issued pursuant to Section 304.

d. If the Redeveloper or a Lender reconveys to the City, pursuant to this Section 702 or Section 403, or if the City shall re-enter pursuant to this Section 702, the City shall undertake with due diligence to resell the Property so reconveyed or which it has so re-entered, and the Improvements thereon; and the proceeds of such resale, together with the net income, if any, derived by the City from its operation and management of the Property subsequent to such reconveyance shall be used:

1. First: to reimburse the City for all out of pocket costs and expenses reasonably and proximately incurred by the City, including a reasonably allocated portion of the salaries of City personnel, in connection with the recapture, management and resale of the Property and all administrative and overhead costs in connection therewith;

2. Next: to reimburse the City for expenditures made or obligations incurred with respect to the making or completion of improvements on or for the Property for which it has not otherwise been reimbursed;

3. Next: to pay all taxes, payments in lieu of taxes, public charges and other sums owing to the City with respect to the Property up to the time of such resale (or in the event the Property is exempt from taxation during the period of ownership thereof by the City, an amount equal to such taxes as would have been payable if the Property were not so exempt); and

4. Next: in their respective order of priority to pay any and all mortgage indebtedness authorized by this Agreement and to make all and whatever payments may be necessary to discharge any other encumbrances or liens existing or threatened in the Property, in favor of mechanics, materialmen or subcontractors;

5. Next: if there is any balance of proceeds remaining, to use the balance of the proceeds to reimburse the Redeveloper for and up to the amount expended by it in the purchase and improvement of the Property less any profit theretofore realized by the Redeveloper from the disposition of any interest in the Property or in any individual part or parcel thereof, and any income realized by the Redeveloper from its use of the Property or such part or parcel; and

6. Finally: Any balance remaining shall remain the property of the City.

Section 703: Notices of Breaches to Lenders

If the City gives written notice to the Redeveloper of default under this Agreement, the City shall forthwith furnish a copy of the notice to each of the Lenders of record of the Property permitted under this Agreement. To facilitate the operation of this Section 703, the Redeveloper shall at all times keep the City provided with an up-to-date list of names and addresses of Lenders from whom the Redeveloper has obtained loans as permitted under this Agreement. Any such Lender may notify the City of its address and request that the provisions of Section 807 as they relate to notices apply to it. The City agrees to comply with any such request.

Section 704: Lender May Cure Breach of Redeveloper

a. If the Redeveloper has received notice from the City of a default under this Agreement and such breach is not cured by the Redeveloper before the expiration of the period provided therefor, if any, the Lenders as permitted under this Agreement may cure any such breach upon giving written notice of their intention to do so to the City within ninety (90) days after such Lender receives such notice of breach, and the City shall accept such cure to the extent as if tendered by the Redeveloper, and such Lender shall thereupon proceed with due diligence to cure such breach (which cure may include, without limitation, the exercise of such Lender's rights and remedies on account of a default by the Redeveloper under the applicable loan documents).

b. In the event any Lender elects to complete the Improvements as herein provided, or to cure any other breach, such Lender shall be afforded an additional period of time, as specified below, to cure such default or to complete construction of the Improvements, and to enable the Lender and its transferee to obtain possession and control of the Property, or portion thereof in question, by foreclosure or otherwise, and to correct such breach, and following the completion of the Improvements in accordance with the provisions of this Agreement, such Lender shall be entitled to receive a Certificate of Completion, as contemplated in Section 304.

c. The additional period of time referenced in the foregoing paragraph shall be equal to the period specifically allowed Redeveloper under this Agreement to complete the Improvements as herein provided, or in the event of any other breach, the period, if any, specifically allowed to cure such breach, or if this Agreement provides no such specific period for such cure, then a period equal to ninety (90) days after such Lender delivers such written notice that it intends to cure such breach; provided, however, that if such breach cannot be cured within such specific period or such ninety (90) day period and if such Lender commences a cure

within the applicable period and diligently and continuously prosecutes the cure to completion within a reasonable amount of time after its occurrence, then such breach or violation shall not constitute a default by Redeveloper.

Section 705: Remedies for Other Breaches

It is understood by the parties hereto that in the event any party shall fail to comply with or violate any of the provisions of this Agreement, then the other party hereto may institute such actions and proceedings as may be appropriate, including actions and proceedings to compel specific performance and payment of all damages, expenses, and costs. Neither these remedies nor that class of remedies more particularly described in this Agreement shall be exclusive unless specifically so described, provided, however, that the remedies prescribed in Section 801 for the defaults therein described shall be exclusive.

Section 706: Equal Opportunity Compliance Policy and Breach Thereof

a. If, at any time prior to the issuance of the final Certificate of Completion pursuant to the terms of Section 304 hereof, the Director shall find that the Redeveloper and/or the Contractor have failed to comply with the requirements of the City's "Equal Opportunity Compliance Policy" and the provisions of Sections 208(e) or 306 hereof, the Director shall issue notice of such finding, setting forth the reasons therefor. Such notice shall be sent certified mail, return receipt requested, to the Redeveloper and the Contractor.

b. The Redeveloper and/or the Contractor shall have the right to appeal such finding to the City within thirty (30) days of receipt of the notice thereof. Within thirty (30) days after receipt by the City of written notice of the Redeveloper's and/or the Contractor's intention to appeal said finding, or at the next regular meeting of the City, whichever is later, the City shall hear such appeal at a public meeting.

c. Upon the failure of the Redeveloper and/or the Contractor to appeal the finding of the Director, or upon a determination by the City, subsequent to any appeal, that the Redeveloper and/or the Contractor have failed to comply with the requirements of the City's "Equal Opportunity Compliance Policy" and the provisions of Section 208 (d) or 306 of this Agreement, the City shall have the right to retain the amount deposited with the City, if any, pursuant to this Agreement, and still on deposit with the City, as full liquidated damages, but not as penalty, without any deduction or offset whatsoever and without further liability to the City on the part of the Redeveloper. In the event there is no such deposit, all the remedies available to the City under Section 705 of this Agreement shall apply to the defaults described in this Section 706. Nothing herein shall limit the remedies, which may be available to private persons affected by such defaults of the Redeveloper.

d. Upon the failure of the Redeveloper and/or the Contractor to appeal the finding of the Director, or upon the determination by the City, subsequent to an appeal of the finding, that the Redeveloper and/or the Contractor have failed to comply with the requirements of the City's "Equal Opportunity Compliance Policy" and the terms and provisions of Section 208(e) or 306 of this Agreement, the Director shall send a notice of his finding and any City action related

thereto to the following: (i) Mayor, City of Springfield; (ii) all Lenders; and (iii) such other interested parties as the Director may deem appropriate.

ARTICLE VIII MISCELLANEOUS PROVISIONS

Section 801: Obligations and Rights and Remedies Cumulative and Separable

The respective rights and remedies of the City, the City of Springfield, and the Redeveloper, whether provided by this Agreement, or by law, shall be cumulative, and the exercise of any one or more of such rights or remedies shall not preclude the exercise, at the same or different times of any other such rights or remedies.

Section 802: Finality of Approvals

Where, pursuant to this Agreement, any document or proposed action by the Redeveloper is submitted by it to the City, and the Redeveloper has been notified in writing by the City that the same is approved or is satisfactory, such determination shall be conclusively deemed to be a final determination by the City with respect to such particular document or proposed action for which such approval or notice of satisfaction was given. Where the consent or approval of the City is required hereunder, such consent or approval shall not be unreasonably withheld or delayed, nor shall it be made contingent upon or structured so as to require, directly or indirectly, the payment of any fee or charge by the Redeveloper or any other interested party. Whenever there is hereunder a requirement that anything, act or circumstance shall be satisfactory to the City or shall be done and performed to the City's satisfaction or there is any other requirement of similar import, the standards of reasonableness and customary practice with respect to projects of comparable size, location, and complexity as the Project shall be used by the City in determining the adequacy and sufficiency of the Redeveloper's performance.

Section 803: How Agreement Affected by Provisions Being Held Invalid

If any provisions of this Agreement are held invalid, the remainder of this Agreement shall not be affected thereby, if such remainder would then continue to conform to the requirements of applicable laws and of the Code.

Section 804: Covenants to be Enforceable by City

The covenants herein contained, which are expressed to be covenants running with the land, shall be stated or incorporated by reference in any instrument of conveyance or lease relating to the Property or any portion thereof or any interest therein and shall in any event and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by, the City against the Redeveloper (including its successors and assigns to or of the Property or any part thereof or any interest therein and any party in possession or occupancy of the Property or any part thereof).

Section 805: Compliance with Laws

Redeveloper agrees throughout the term of this Agreement, and for its successors and or assigns, at Redeveloper's sole cost and expense, promptly to comply with, and cause the Property to be maintained in conformity with, and not in violation of all applicable laws and the orders, rules, regulations and requirements of the federal, state and city governments and offices thereof, and the orders, rules, regulations and requirements of the water, sewer (including the Springfield Water and Sewer Commission), electrical or other inspection departments with jurisdiction in the City of Springfield, whether such laws, ordinances, orders, rules, regulations and requirements are foreseen or unforeseen, ordinary or extraordinary, and whether or not the same require structural repairs or alterations. Redeveloper will, likewise, observe and comply with the requirements of all policies of public liability, fire and other policies of insurance at any time in force with reference to the Property (or Improvements thereon). Without limiting the generality of other provisions of this Agreement, Redeveloper shall indemnify, hold harmless and defend the City from any loss, cost, liability or expense which may be incurred by such non-compliance.

Section 806: City's Members and Officers Barred From Interest

a. No member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement or the Redeveloper, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interest or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested. No member, official or employee of the City shall be personally liable to the Redeveloper or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Redeveloper or to its successors or on any obligations under the terms of this Agreement.

b. After the date hereinabove first written, the Redeveloper shall not, without a prior finding by the City that such action is consistent with the public interest, employ in connection with its obligations under this Agreement, any person who has participated in the planning or execution of the Project and who is named on any list which may be furnished by the City to the Redeveloper as having so participated, or permit any such person to directly or indirectly acquire an interest (except an interest based upon the ownership of its capital stock if such stock is publicly held or offered) in the Redeveloper or in the Property prior to the completion of the Improvements thereon in accordance with this Agreement and the Plan.

c. The Redeveloper covenants that it has not employed or retained any company or person (other than a full-time bonafide employee working for the Redeveloper) to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person any percentage, or brokerage fee, contingent upon or resulting from the execution of this Agreement.

Section 807: Approvals and Notices

Except as otherwise specifically provided in this Agreement, whenever under this Agreement approvals, authorizations, determinations, satisfactions, or waivers are required or permitted, such approvals, authorizations, determinations, satisfactions or waivers shall be effective and valid only when given in writing signed by a duly authorized officer of the City or Redeveloper, and shall be deemed given when deposited in the United States mail and sent registered or certified, postage prepaid, to the principal office of the party to whom it is directed, which is as follows:

Redeveloper: _____

with a copy to: _____

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

with a copy to: Office of the City Solicitor
36 Court Street
Springfield, MA 01103
Attn: City Solicitor

The parties shall promptly notify each other of any change of their respective addresses set forth above, after which notification such new address shall become the notice address hereunder. Notice and other communications to Lenders shall be deemed given when deposited in the United States mail and sent registered or certified, postage prepaid, to the last known address of the party concerned. Any requests for approvals made by the Redeveloper to the City where such approvals shall be deemed granted after a period of non-reply by the City shall, as a condition to the effectiveness thereof, be prefaced with the following language printed in capital letters in boldface type:

**“NOTICE
THIS REQUEST FOR APPROVAL REQUIRES IMMEDIATE REPLY. FAILURE TO
RESPOND WITHIN __ BUSINESS DAYS SHALL RESULT IN
AUTOMATIC APPROVAL.”**

Section 808: Matters to be Disregarded

The titles of the several articles and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

Section 809: Obligations to Continue

Except as to obligations to be performed at or prior to the time of closing of the sale and conveyance of fee simple title to and delivery of possession of the Property, the provisions of this Agreement shall survive the time of closing and the sale and conveyance of fee simple title to and the delivery of possession of the Property to the Redeveloper, but shall not survive issuance of the Certificate of Completion by the City as to any applicable portion of the Property, except to the extent expressly stated herein, in the Deed or in the Certificate of Completion.

Section 810: Excusable Delays

For the purposes of any of the provisions of this Agreement, neither the City nor the Redeveloper, as the case may be, shall be considered in breach of or default in its obligations with respect to the preparation of the Property for redevelopment, or the beginning and completion of construction of the Improvements, or progress in respect thereto, in the event of unavoidable delay in the performance of such obligations due to causes beyond its control and without its fault or negligence, including but not restricted to, acts of God, or of the public enemy, acts of the Government, acts of the other party, fires, floods, or other casualties, epidemics, quarantine restrictions, labor disputes, freight embargoes, and unusually severe weather or delays of the Contractor or any sub-contractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the Redeveloper with respect to the preparation of the Property for redevelopment or with respect to construction of the Improvements, as the case may be, shall be extended for the period of the enforced delay. Provided, that the party seeking the benefit of the provisions of this Section shall, within a reasonable period after the beginning of any such enforced delay, have first notified the other party thereof in writing stating the cause or causes thereof and requesting an extension for the period of the enforced delay. In calculating the length of the delay, the City shall consider not only actual work stoppages but also any consequential delays resulting from such stoppages as well. Failure to secure a building permit shall, only with the concurrence of the City, be cause for such extension.

Section 811: Advertising

The Redeveloper agrees for itself, its successors, and assigns, that during construction and thereafter the Redeveloper, and its successors and assigns, shall include in all advertising for the sale or rental of the Property a statement to the effect (a) that the Property is open to all persons without discrimination on the basis of race, religion, sex, sexual preference, color or national origin.

Section 812: Agreement Binding on Successors and Assigns

The respective provisions of this Agreement, in accordance with their terms, shall be binding upon, and shall inure to the benefit of the successors and assigns of the Redeveloper and the public body or bodies succeeding to the interests of the City, and to any subsequent grantees of the Property.

Neither the Redeveloper nor any successor in title to the Property shall be liable for any breach hereof accruing after the period during which it was owner of the Property, except, with regard to the parcel(s) conveyed pursuant to Subsection (c) of Section 401 of this Agreement, such liability shall cease only upon issuance of the Certificate of Completion pursuant to Section 304 of this Agreement. No Lender shall be deemed to be the owner of the Property or any portion thereof until it shall have foreclosed the mortgage thereon or shall have acquired title by deed in lieu of foreclosure.

The City agrees to look only to the assets of the Redeveloper and not to the assets of any member of the Redeveloper in the event of any breach by the Redeveloper of its obligations hereunder, it being understood that in no event shall the assets of any member or manager of the Redeveloper, other than their interest in the Property, be subject to liability for any such breach.

Section 813: Obligation to Pay Costs

Redeveloper agrees to pay and be liable for the payment of all costs and charges, including the reasonable fees of counsel engaged by the City and the amounts of all judgments and decrees in any action or proceeding incurred in exercising rights of the City under this Agreement, on account of any default or breach of condition by Redeveloper, or occurrence of condition which, under this Lease, confers upon Redeveloper the right to exercise remedies available to the City during an Event of Default of Redeveloper including, without limitation, such costs and expenses incurred in enforcing the City's right to possession of the Property.

Section 814: Waivers

Any right or remedy which the City or the Redeveloper may have under this Agreement, or any of its provisions, may be waived in writing by the City or the Redeveloper, as the case may be, without execution of a new or supplementary Agreement, but any such waiver shall not affect any other rights not specifically waived, and no waiver by the Redeveloper of a right under Section 701 or 702 shall be effective unless approved in writing by everyone then entitled to be given notice under Section 703.

Section 815: Environmental and Other Regulatory Matters

The Redeveloper shall cause the Property to comply with all Applicable Laws (as defined below).

a. MEPA. At the time of execution of this Agreement it is not known whether the Massachusetts Environmental Protection Act, M.G.L. Sec. 61-62H ("MEPA"), applies to the construction of the Improvements. If a determination is made by the Department of Environmental Protection that MEPA does apply, then Redeveloper shall bear all costs, without limitation, of either party in obtaining the necessary approvals from the Department of Environmental Protection.

b. Hazardous materials. By accepting and recording this Agreement and the Deed, Redeveloper, for itself, its successors and assigns agrees: (1) to defend, indemnify and save the City of Springfield, its officers, directors, agents and employees (collectively the "Indemnified Parties" and individually an "Indemnified Party") harmless from and against any and all claims, liabilities, losses, damages, costs, fees or expenses (including, but not limited to, administrative costs and reasonable attorneys' or other professional fees and expenses) which the City may incur

on account of the Redeveloper's breach of its obligations under this Section 815 and now or thereafter asserted by any governmental agency or third party resulting from the presence of oil, hazardous materials or hazardous wastes as those terms are defined in the Massachusetts General Laws, Chapter 21E, as from time to time amended, and the regulations promulgated pursuant thereto, the Massachusetts Contingency Plan, 310 CMR 40.0000 et seq. (the "Massachusetts Contingency Plan") and/or lead and asbestos (hereinafter collectively "Hazardous Materials") on, in, at, over, from, through or associated with the Property or on any abutting property not owned by City caused by migration of such Hazardous Materials from the Property; and (2) not to sue (and not to encourage or assist others to sue) or commence action, claim, counterclaim or cross-claim, or otherwise seek affirmative relief against City arising out of the presence of Hazardous Materials on, in, at, over, under, from, through or associated with the Property or on any other property not owned by City because of migration of such Hazardous Materials from the Property. Any required response action related to the Property required by a governmental City shall be performed by Redeveloper, and its successors and assigns, at Redeveloper's, and its successors' and assigns', sole cost and expense, and shall be performed in accordance with Massachusetts General Laws Chapter 21E, the Massachusetts Contingency Plan, and any other Applicable Laws, as defined below.

c. The Redeveloper will comply with all requirements of any governmental agency, local, state or federal, having jurisdiction over the Property related to its condition or status as a historical property or as a result of its designation as a historic property.

d. For the purpose of this Agreement and the Deed, the term "Applicable Law" means, without limitation, all state and/or Federal laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements, of all governments, departments, and offices, relating in any way to the control and/or abatement of environmental pollution and environmental hazards, or related to the permitting for development, of or at the Property pursuant to the Redeveloper's Design Proposal, as it may be amended, that now or at any time hereafter may be applicable. The provisions of this Section shall survive the issuance of a Certificate of Completion for the Project.

Section 816: Other Documents

In the event of any inconsistency between the provisions of this Agreement and the provisions of any other agreement entered into by the City and the Redeveloper in connection with the Property, the provisions of this Agreement shall be dispositive.

Section 817: Disclosure Representation and Warranty

The Redeveloper represents and warrants that it has filed with the City, pursuant to M.G.L. ch.7, section 40J, a Disclosure of Beneficial Interests as required under said Section 40J, and that such disclosure statement is true and correct as of the date hereof.

Section 819: Business Days

For the purposes of this Agreement, a "business day" shall mean any day other than Saturday, Sunday, and holidays on which City of Springfield offices are closed.

Section 820: Counterparts; Interpretation of this Agreement

This Agreement may be executed in multiple counterparts, which together, shall constitute but one original. Each of the parties hereto confirms that before executing this

Agreement, s/he or it had the actual benefit of legal counsel of his/her/its own selection, and that s/he or it executed this Agreement following consultation with such counsel. It shall be deemed that this Agreement has been drafted and composed by the Parties. The terms of this Agreement shall not be interpreted or construed in favor or against any party on the grounds that one party was the draftsman thereof.

Section 821: Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to principles of conflicts of laws.

Section 822: Waiver of Jury Trial; Venue

Each of the parties hereto hereby waives any right it may have to a jury trial on any claim or action arising out of this Agreement. Any action arising hereunder shall be heard in any State court of the Commonwealth of Massachusetts having jurisdiction in Hampden County or in the Federal District Court for the Commonwealth of Massachusetts having jurisdiction in Hampden County.

Section 823: Recording

This Agreement shall be recorded by Redeveloper, at Redeveloper's sole expense, in the Registry of Deeds for Hampden County, or with the Land Court, as applicable.

IN WITNESS WHEREOF, on the _____ day of _____, 2014,

Springfield, Massachusetts, the parties hereto have caused this Agreement in three counterparts to be signed, sealed and delivered by their duly authorized officers or representatives, respectively.

The Redeveloper:

CITY OF SPRINGFIELD

By:
Title:
Date Signed _____

Name:
Title: Chief Development Officer
Date Signed _____

Approved as to appropriation:

Approved as to Form:

Name:
Title: City Comptroller
Date Signed _____

Name:
Title: _____ City Solicitor
Date Signed _____

Reviewed:

Name:
Title: Chief Administrative and Financial Officer
Date Signed _____

DOMENIC J. SARNO, Mayor
Date signed _____

COMMONWEALTH OF MASSACHUSETTS

Hampden, ss. Springfield

On this ____ day of _____, 2014, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Hampden, ss. Springfield

On this ____ day of _____, 2014, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, 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.

Notary Public,
My commission expires:

Exhibit _____

[Insert Legal Description for Final Draft]



City of Springfield

36 Court Street
Springfield, MA 01103

TABLED

ORDINANCE (ID # 2650)

Meeting: 10/06/14 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 D

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

HISTORY:

06/02/14 City Council
Next: **06/16/14**

06/16/14 City Council

07/21/14 City Council
Next: **09/15/14**

09/15/14 City Council

REFERRED TO COMMITTEE

COMMITTEE

REFERRED TO COMMITTEE

SECOND STEP

**City of Springfield**

36 Court Street
Springfield, MA 01103

SCHEDULED**ORDINANCE (ID # 2796)**

Meeting: 10/06/14 07:00 PM

Department: Law

Category: General

Prepared By: Ryan J. Barry

Initiator: Ryan J. Barry

Sponsors: Mayor Domenic J. Sarno

DOC ID: 2796

An Order Amending Chapter 100 of the City Ordinances

Please see attachments for body of order.

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 as follows:

1. Section 100-7(A) shall be deleted and replaced with the following Section 100-7(A):

Installation, removal, slurry and leasing of underground storage tanks – permit and inspection:

Tank Capacity (gallons)	Fee
Up to 1,500	\$75.00
1,501 to 5,000	\$100.00
5,001 to 7,500	\$150.00
7,501 and over	\$250.00

2. Section 100-7(B) shall be deleted and replaced with the following Section 100-7(B):

Installation and removal of aboveground storage tanks – permit and inspection:

Tank Capacity (gallons)	Fee
Up to 1,500	\$75.00
1,501 to 5,000	\$100.00
5,001 to 7,500	\$150.00
7,501 and over	\$250.00

3. Section 100-7(C) shall be deleted and replaced with the following Section 100-7(C):

Smoke detectors/carbon monoxide detector inspection:

- (1) One unit: \$50.00
- (2) Two units: \$100.00
- (3) Three to six units: \$150.00
- (4) Seven or more units: \$500.00
- (5) Re-inspection fee: \$50.00

4. Section 100-7(D) shall be deleted and replaced with the following Section 100-7(D):

Storage and inspection of flammable and combustible gases, liquids and solids – permit and inspection: \$75.00

5. Section 100-7(E) shall be deleted and replaced with the following Section 100-7(E):

Oil burning equipment permit and inspection: \$75.00

6. Section 100-7(F) shall be deleted and replaced with the following Section 100-7(F):

Propane storage permit and inspection:

Tank Capacity (gallons)	Fee
0 to 100	\$75.00
101 to 1,000	\$125.00
1,001 and over	\$225.00

7. Section 100-7(G) shall be deleted and replaced with the following Section 100-7(G):

Combustible liquids – permit and inspection:

- (1) Transportation (two-year permit): \$100.00
- (2) Overnight parking of tank truck (two-year permit): \$100.00

8. Section 100-7(H) shall be deleted and replaced with the following Section 100-7(H):

Lumber yards and forest products – permit and inspection (two-year permit):
\$100.00

9. Section 100-7(I) shall be deleted and replaced with the following Section 100-7(I):

Fuel oil, gasoline and diesel fuel storage permit and inspection (annual):

Tank Capacity (gallons)	Fee
0 to 500	\$50.00
501 to 2,500	\$75.00
2,501 and over	\$150.00

10. Section 100-7(J) shall be deleted and replaced with the following Section 100-7(J):

New gas service station plan review and final inspection: \$100.00

11. Section 100-7(K) shall be deleted and replaced with the following Section 100-7(K):

Annual service station inspection: \$150.00

12. The following language shall be added to the existing Section 100-7(O):

A fire watch detail shall be required at the owner's or applicant's expense, the cost of which shall be determined by the Fire Department in accordance with applicable collective bargaining agreements.

13. Section 100-7(P)(1) shall be deleted

14. Section 100-7(P)(2) shall be deleted.
15. Section 100-7(P)(4) shall be deleted.
16. Section 100-7(P)(6) shall be deleted.
17. Section 100-7(P)(3) shall be renumbered as Section 100-7(P)(1).
18. Section 100-7(P)(5) shall be renumbered as Section 100-7(P)(2).
19. Section 100-7(P)(7) shall be renumbered as Section 100-7(P)(3).
20. The following language shall be added as Section 100-7(P)(4):

New fire alarm system installation permit, plan review and inspection:

System size (sq. feet)	Fee
0 to 5,000	\$125.00
5,001 to 7,500	\$175.00
7,501 and over	\$200.00

A re-inspection fee of \$75.00 will be assessed where a follow-up inspection is needed after a failed test or inspection or where the systems are not ready or available for inspection at the scheduled inspection time.

An inspection and permit fee of \$75.00 will be charged for alarm system modifications.

21. Section 100-7(Q) shall be deleted and replaced with the following Section 100-7(Q):
- Annual inspections: \$75.00
22. Section 100-7(R) shall be deleted and replaced with the following Section 100-7(R):

Quarterly inspections (per inspection):

- (1) Nursing and rest homes: \$75.00
- (2) Clinics and HMOs: \$75.00
- (3) Hotels and motels: \$75.00
- (4) Theaters: \$75.00
- (5) Lodging houses: \$75.00
- (6) Housing for the elderly: \$75.00
- (7) Group homes: \$75.00
- (8) Inn holders: \$75.00
- (9) Hospitals: \$150.00

23. Section 100-7(S) shall be deleted and replaced with the following Section 100-7(S):

Fireworks permit: \$100.00. A fire watch detail shall be required at the owner's or applicant's expense, the cost of which shall be determined by the Fire Department in accordance with applicable collective bargaining agreements.

24. Section 100-7(T) shall be deleted and replaced with the following Section 100-7(T):

New sprinkler system installation permit, plan review and inspection:

System Size (sq. feet)	Fee
0 to 5,000	\$125.00
5,001 to 7,500	\$175.00
7,501 and over	\$200.00

A re-inspection fee of \$75.00 will be assessed where a follow-up inspection is needed after a failed test or inspection or where the systems are not ready or available for inspection at the scheduled inspection time.

An inspection and permit fee of \$75.00 will be charged for sprinkler system modifications.

25. Section 100-7(U) shall be deleted and replaced with the following Section 100-7(U):

Dumpsters six yards or greater in the aggregate: \$50.00 per dumpster (annual fee).

26. The following language shall be added as Section 100-7(V):

Fire protection systems shutdown fee: \$50.00. A fire watch detail may be required at the owner's or applicant's expense, the cost of which shall be determined by the Fire Department in accordance with applicable collective bargaining agreements.

27. The following language shall be added as Section 100-7(W):

Wet chemical system permit, plan review and inspection fee: \$100.00
Dry chemical system permit, plan review and inspection fee: \$100.00

28. The following language shall be added as Section 100-7(X):

Cutting and welding permit and inspection fee: \$75.00

29. The following language shall be added as Section 100-7(Y):

Tire storage permit and inspection fee: \$75.00

30. The following language shall be added as Section 100-7(Z):

Fire drill requests: \$50.00 per drill

31. The following language shall be added as Section 100-7(AA):

Special inspections: \$75.00

32. The following language shall be added as Section 100-7(BB):

Records search and Chapter 21E site assessment fee: \$25.00

33. The following language shall be added as Section 100-7(CC):

Unvented gas-fired space heater permit and inspection fee: \$75.00

34. The following language shall be added as Section 100-7(DD):

Ammunition storage permit and inspection fee: \$75.00

35. The following language shall be added as Section 100-7(EF):

Cannon and mortar firing permit and inspection fee: \$75.00

36. The following language shall be added as Section 100-7(FF):

Covered mall building permit and inspection fee: \$75.00

37. The following language shall be added as Section 100-7(GG):

Construction heater (salamander) permit and inspection fee: \$75.00

38. The following language shall be added as Section 100-7(HH):

Compressed natural gas container and system permit and inspection fee: \$75.00

39. The following language shall be added as Section 100-7(II):

Hazardous material processing permit and inspection fee: \$50.00

40. The following language shall be added as Section 100-7(JJ):

A fee for fire watch details for places of assembly shall be assessed by the Fire Department in accordance with applicable collective bargaining agreements. An administrative fee of ten percent of the cost of the detail shall also be assessed.

41. The following language shall be added as Section 100-7(KK):

Annual life safety/code compliance permit and inspection fee (including first re-inspection):

- (1) Commercial, industrial, mercantile with fire protection systems: \$150.00
- (2) Commercial, industrial, mercantile without fire protection systems: \$75.00
- (3) Residential buildings 6-12 units with fire protection systems: \$100.00
- (4) Residential buildings 13+ units with fire protection systems: \$150.00
- (5) Restaurant inspection (under 100 occupancy): \$75.00

The cost of the first re-inspection is included in the fees designated in this section. The cost of subsequent inspections shall be \$50.00.

42. The following language shall be added as Section 100-7(LL):

Inspections under M.G.L. c. 10 § 74 and Chapter 304 of the Acts of 2004: \$100.00

43. The following language shall be added as Section 100-7(MM):

Miscellaneous permits and inspections not otherwise addressed in this Chapter 100: \$50.00

This ordinance shall become effective immediately upon final passage.

Approved as to form:



Ryan J. Barry
Associate City Solicitor

Permit Fees - Revised 8.20.14

PROPOSED FIRE DEPARTMENT PERMIT AND INSPECTIONS FEE SCHEDULE

Permit/ Service	Current Fee	Proposed Fee
Installation, removal, slurry, and sealing of underground storage tanks (per gallon capacity, cost per tank) Permit and Inspection: 527CMR		
0-1500	\$50.00	\$75.00
1501-5000	\$75.00	\$100.00
5001-7500	\$150.00	\$150.00
7501+	\$250.00	\$250.00
Installation and removal of above ground storage tanks (per gallon capacity, cost per tank) Permit and Inspection: 527CMR		
0-1500	\$50.00	\$75.00
1501-5000	\$75.00	\$100.00
5001-7500	\$150.00	\$150.00
7501+	\$250.00	\$250.00
Smoke/Carbon monoxide detector inspection MGL-148, Sec 26F and 26F 1/2		
One (1) Unit	\$50.00	\$50.00
Two (2) Units	\$100.00	\$100.00
Three (3) to Six (6) Units	\$150.00	\$150.00
Seven or more (7+) Units	\$50/unit, \$500 max	\$500.00
Reinspection Fee	\$50.00	\$50.00
Storage of and inspection of flammable and combustible gases, liquids, and solids - 527CMR	\$50.00	\$75.00
Oil burning equipment permit and inspection - 527CMR	\$50.00	\$75.00
Propane storage permit and inspection - 527CMR (per gallon capacity, inclusive of special events)		
0-100	\$50.00	\$75.00
101-1000	\$125.00	\$125.00
1001+	\$225.00	\$225.00
Transportation of combustible liquids (two [2] year permit) - 527CMR	\$50.00	\$100.00
Overnight parking tank truck (two [2] year permit) - 527CMR	\$50.00	\$100.00
Lumber yards and forest products permit and inspection (two [2] year permit) - 527CMR	\$50.00	\$100.00
Fuel oil, gasoline, and diesel fuel storage permit and inspection (per gallon capacity, above ground only) - 527CMR		
0-500	\$50.00	\$50.00
501-2500	\$75.00	\$75.00
2501+	\$150.00	\$150.00
New gas service station plan review and final inspection	\$50.00	\$100.00
Annual service station inspection	N/A	\$150.00
Copies of reports	\$5.00	\$10.00
Propane tar kettle (roofing) 527CMR	\$50.00	\$50.00
Propane heating unit (roofing)	\$50.00	\$50.00
Fumigating permit 527CMR	\$50.00	\$50.00
Blasting permit 527CMR	\$50.00	\$50.00
Fire watch detail required	Per Collective Bargaining Agreement	Per Collective Bargaining Agreement
Alarm systems: fees and inspections for monitored systems		
Initial connection to master box	\$300.00	Eliminate
Annual fee for master box	\$300.00	Eliminate
Annual fee for radio box	\$300.00	\$300.00

Permit Fees - Revised 8.20.14**PROPOSED FIRE DEPARTMENT PERMIT AND INSPECTIONS FEE SCHEDULE**

Permit/ Service	Current Fee	Proposed Fee
Private fire alarm test with master box	\$75.00	Eliminate
Private fire alarm test with radio box	\$75.00	\$75.00
Central office or other signals to FD per protected...	\$150.00	Eliminate
Private alarm system test	\$50.00	\$50.00
New fire alarm system install permit and plan review - NFPA 72, 780 CMR		
0-5000 sq ft	\$100.00	\$125.00
5001-7500 sq ft	\$100.00	\$175.00
7501+ sq ft	\$100.00	\$200.00
Reinspection fees will be assessed for:		
Follow up inspection after a failed test or inspection		\$75.00
Systems not ready on day of appointment		\$75.00
Fire alarm system modifications and inspections	\$50.00	\$75.00
Annual life safety/code compliant inspections - 527CMR (including first reinspection)		
Commercial, industrial, mercantile with fire protection systems	N/A	\$150.00
Commercial, industrial, mercantile without fire protection systems	N/A	\$75.00
Residential buildings 6-12 units with fire protection systems	N/A	\$100.00
Residential buildings 13+ units with fire protection systems	N/A	\$150.00
Restaurant Inspection (under 100 occupancy)	N/A	\$75.00
2nd or more reinspection	N/A	\$50.00/reinspection
C.I Inspections - MGL10 Sec 74, Liquor license renewals - Ch. 304	\$50.00	\$100.00
Quarterly Inspections (per inspection)		
Nursing and rest homes	\$50.00	\$75.00
Clinics and HMOs	\$50.00	\$75.00
Hotels and motels	\$50.00	\$75.00
Theaters	\$50.00	\$75.00
Lodging houses	\$50.00	\$75.00
Housing for the elderly	\$50.00	\$75.00
Group homes	\$50.00	\$75.00
Inn holders	\$50.00	\$75.00
Hospitals	\$50.00	\$150.00
Annual inspections	\$50.00	\$75.00
False Alarm - City of Springfield Ordinance §100-6		
Up to three false alarms		\$0.00
Fourth false alarm		\$100.00
Fifth false alarm		\$200.00
Sixth and all subsequent false alarms		\$250.00
Fireworks display permit and plan review - 527CMR	\$50.00	\$100.00
Fire watch detail required	Per Collective Bargaining Agreement	Per Collective Bargaining Agreement
New sprinkler system install permit and plan review - NFPA 13, 780CMR		
0-5000 sq ft	\$100.00	\$125.00
5001-7500 sq ft	\$100.00	\$175.00
7501+sq ft	\$100.00	\$200.00
Reinspection fees will be assessed for:		
Follow up inspection after a failed test or inspection		\$75.00
Systems not ready on day of appointment		\$75.00
Sprinkler system modifications and inspections	\$50.00	\$75.00

Permit Fees - Revised 8.20.14**PROPOSED FIRE DEPARTMENT PERMIT AND INSPECTIONS FEE SCHEDULE**

Permit/ Service	Current Fee	Proposed Fee
Fire protection systems shutdown - MGL 148 27A (Fire watch detail may be required at owner's expense, cost per Collective Bargaining Agreement)	\$50.00	\$50.00
Wet chemical system permit and plan review	\$50.00	\$100.00
Cutting and welding and inspection	\$50.00	\$75.00
Dumpster - Six (6) yards or greater in the aggregate - 527CMR (annual)	\$50.00/dumpster	\$50.00/dumpster
Tire storage and inspection - 527CMR	\$50.00	\$75.00
Fire drill requests	\$50.00	\$50.00
Dry chemical system permit and plan review	\$50.00	\$100.00
Special inspections	N/A	\$75.00
Records search, Ch.21E site assessment	N/A	\$25.00
Unvented gas fired space heater and inspection - 527CMR	\$50.00	\$75.00
Ammunition storage and inspection	\$50.00	\$75.00
Cannon and mortar firing inspection	\$50.00	\$75.00
Covered mall buildings and inspection	\$50.00	\$75.00
Construction heaters (salamanders) and inspection	\$50.00	\$75.00
Compressed natural gas containers and systems and inspection - 527CMR	\$50.00	\$75.00
Miscellaneous permits not otherwise addressed	\$50.00	\$50.00
Hazardous material processing - 527CMR	\$50.00	\$50.00
Fire watch detail for places of assembly	Per Collective Bargaining Agreement	Per Collective Bargaining Agreement
Administrative fee for fire watch detail and all other manual billing	10%	10%

**City of Springfield**

36 Court Street
Springfield, MA 01103

SCHEDULED**COMMITTEE REPORT (ID # 2793)**

Meeting: 10/06/14 07:00 PM
Department: City Council
Category: General
Prepared By: Kelley Mickiewicz
Initiator: Michael A. Fenton
Sponsors:
DOC ID: 2793

Palmer Renewable Energy Appeal

Discussion relative to Palmer Renewable Energy Appeal. Possibly going into Executive Session.



City of Springfield

SCHEDULED

Meeting: 10/06/14 07:00 PM
Initiator: Lindsay B. Hackett
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2802

4.19

New North Citizens Council - No Match - \$25,000 (Mayor Sarno)

WHEREAS, the Springfield Parks Department ("Department") has been awarded a grant of \$25,000.00 from the Springfield New North Citizens Council (NNCC); and

WHEREAS, the Department intends to use the grant funds to fund evening gym and after-school programming; and

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

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

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

New North Citizens Council - \$25,000.00



REQUEST FOR GRANT SETUP

This form and the required attachments are required by the Office of the City Comptrollers before a Grant Fund and related accounts will be created in MUNIS. Please do not use this form for requesting a non-grant related account to be created – use the Request for New Account form instead. Please return this form and the required attachments to the Office of the City Comptrollers.

All fields are mandatory.

Date of Request 10/2/2014

Department Requesting Grant Setup PBRM

Department Phone # (Please include extension) 787-7772

Name and Title of Person to Contact in Case of Questions CAROL
LANGEVIN

Was this Grant previously setup for a prior fiscal year?
If yes, please indicate your previous project number: YES - GYMEV

If this is a new Grant, have you filled out the “Approval to apply for a grant” Form?
(Y/N) If yes, please attach a copy of the Approved Form.

Grant Type:

State – Highway
Federal Pass-Through DOE– School
Federal Direct– School
Federal – City
State DOE– School
State Other – School
State – City
Private/Other

XXXX

Grant Name: NORTHEEND OPEN GYM

Total Grant Amount Awarded: \$ 25,000

Is this a Reimbursable Grant? (Y/N)

A Reimbursable Grant is defined as one that requires that you pay for expenses first and then you apply to the grantor for a reimbursement of the exact amount actually expended.

If it is a Reimbursable Grant, please enter Grantor contact information or the CID # if Grantor is already in the customer file:

Entity Name	NEW NORTH CITIZENS COUNCIL
Contact Person	VANESSA OTERO
Street Address	2383 MAIN STREET
City, State, Zip Code	SPRINGFIELD, MA
Telephone	413-746-4885
Fax	
E-Mail	

Actual Award Date 10/4/2012

Board Approval Date

Start Date

Expiration Date

Renewal Action Date (optional)

If there are any Matching Funds: NO

Type

Percent

Amount

Comments re: Description/Purpose of Grant

OPEN GYM AT THE NORTHEAST SITES

Comments re: Conditions/Restrictions of Grant

To be used to open gyms in the Northend of Springfield.

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

What is the required drawdown frequency?

(Ex: Monthly, Quarterly) Check will be received in the beginning of the program and in the middle of the program.

If payment is to be sent by Grantor as a Wire,

Please enter any wire reference/identification # that may be used (if known) NA

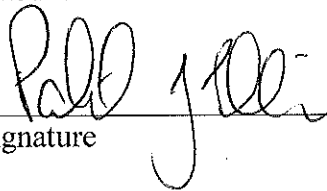
Please list all object codes needed for the grant.
(Attach additional sheets if additional orgs and roll-ups are needed):

Org Code:

Object Codes: 503000	\$24,645
551700	\$ 355

Budget Roll-Up Codes:

I hereby attest that under the penalties of Chapter 656, I will adhere to all regulations in this grant agreement. I am responsible for timely and accurate reimbursements in the amounts listed above.

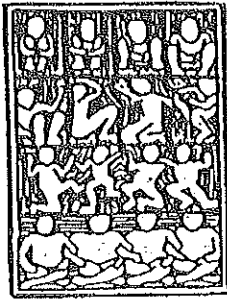

Signature

10/2/14
Date

Please attach the following documents:

- ☐ Signed Approval to Apply for a Grant Form
- ☐ Grant Award Letter
- ☐ City Council/Mayor Approval
- ☐ Any other relevant documentation

This Form and all relevant attachments will be scanned and attached in the Grant Maintenance module in MUNIS and can be viewed or printed at your convenience.



New North Citizens' Council, Inc.

2455 Main Street • Springfield, Massachusetts 01107-1907

(413) 747-0090 • (413) 746-4885 • Fax (413) 737-2321

Monday, September 15, 2014

Springfield Department of Parks and Recreation
Attn: Sandy Federico
200 Trafton Road
Springfield, MA 01108

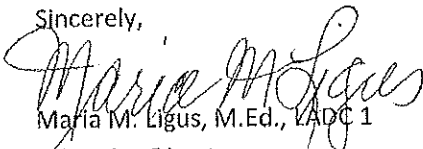
Dear Mrs. Federico,

Please be informed that the North End Campus Coalition will be providing Springfield's Department of Parks and Recreation with \$25, 000.00 during FY July 2014-June 2015 Those funds are to be too used to ensure open gym and other programming in the North End public schools afterschool and in the evenings.

You will receive half of these funds in the next two weeks. The other half will be provided in January 31, 2015. We will require some documentation of outcomes and impact. Specifics regarding that documentation will be provided to you with your first installment.

Thank you in advance for your continued support of the North End community.

Sincerely,


Maria M. Ligus, M.Ed., LADC 1
Executive Director



New North Citizens' Council, Inc.

2455 Main Street • Springfield, Massachusetts 01107-1907
 (413) 747-0090 • (413) 746-4885 • Fax (413) 737-2321

Monday, September 15, 2014

Springfield Department of Parks and Recreation
 Attn: Sandy Federico
 200 Trafton Road
 Springfield, MA 01108

Dear Mrs. Federico,

Please be informed that the North End Campus Coalition will be providing Springfield's Department of Parks and Recreation with \$25, 000.00 during FY July 2014-June 2015 Those funds are to be too used to ensure open gym and other programming in the North End public schools afterschool and in the evenings.

You will receive half of these funds in the next two weeks. The other half will be provided in January 31, 2015. We will require some documentation of outcomes and impact. Specifics regarding that documentation will be provided to you with your first installment.

Thank you in advance for your continued support of the North End community.

Sincerely,

Maria M. Ligus
 Maria M. Ligus, M.Ed., LADC 1
 Executive Director

Attachment: North End Council grant - Parks (2802 : New North Citizens Council - No Match - \$25,000)



City of Springfield

SCHEDULED

Meeting: 10/06/14 07:00 PM
Initiator: Mitchell Doty
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2803

4.20

Transfer from Stabilization - \$1,000,000 (Mayor Sarno)

WHEREAS, pursuant to the requirements of 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 \$1,000,000 from the City's Stabilization Fund to the City's FY15 Law Department Settlement Claims account.

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 \$1,000,000 from the City's Stabilization Fund to the City's FY15 Law Department Settlement Claims account.

From: Stabilization Fund - Financial Reserves

8213-00-000-0000-0000-000000-0000000-701000 \$1,000,000.00

To: Law Department - Settlement Claims

0100-10-151-0000-0000-0010-000000-0000000-576400 \$1,000,000.00

This order requires a 2/3 vote of the City Council.