



City of Springfield

Regular Meeting

~ Final ~

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

Linda Fitzpatrick
413-787-6559

Monday, December 1, 2014

7:00 PM

Springfield City Hall -- Council Chambers

I. Possible Public Speak-Out Time 6:30 PM

The following individual(s) spoke at public speak-out:

1. **Rhonda Latney relative to why the money from MGM is going to Franconia Golf Course when parts of the course is located in Longmeadow and not to Veteran's Golf Course that is located in Springfield.**

Call to Order

7:00 PM Meeting called to order on December 1, 2014 at Springfield City Hall -- Council Chambers, 36 Court Street, Springfield, MA.

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

Moment of Silence - Pledge of Allegiance

A. Reports of Committee

1. Report from the Economic Development Committee

Read and explanation given by Councilor Kenneth Shea, Chair of the Planning and Economic Development Committee (Councilors Shea, Williams, Twiggs) met on November 24, 2014 and Chair Shea stated that the Committee met with BID Department to discuss the intergovernmental agreement between the BID and the City and the Committee voted unanimously to enter into the agreement. The Council received the Report by a unanimous voice vote.

2. Report from the Maintenance and Development Committee

Read and explanation given by Councilor Kateri B. Walsh, Chair of the Maintenance and Economic Development Committee (Councilors Walsh, Allen, Ramos) met on December 1, 2014 and Chair Walsh stated that the Committee met with Christopher Cignoli Director of DPW to discuss the \$5 million Bond for demolitions and Road/Sidewalk Repairs and Mr. Cignoli outlined a list of projects in each neighborhood and a timetable to proceed and the Committee voted unanimously to approve the Bond. The Council received the Report by a unanimous voice vote.

II. Informational

1. Zoning Ordinance 2014-11

To Change the Zoning of the Property Known as 1043 Sumner Avenue (11280-0330) from Residence B to Office A.

COMMENTS - Current Meeting:

Read and the Council received the Report and Passed 1st step and was referred to the Committee on Ordinances by a unanimous voice vote and public hearing is set for Monday, December 8, 2014. The Planning Board recommendation is to approve.

RESULT:	RECEIVED 1ST STEP
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Next: 12/8/2014 7:00 PM

2. Informational (ID # 2863)

Order of Location for the Installation and Maintenance of Underground Utilities

<<Enter brief purpose>>

<<Insert proper utility template>>

COMMENTS - Current Meeting:

Read and the Council received the Report and Passed the Order by a unanimous voice vote.

ATTACHMENTS:

- Drawing #6204 (PDF)
- Abutter Notice #6204 (PDF)

RESULT:	RECEIVED THE REPORT - UNANIMOU
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III. Grants

3. Order (ID # 2866)

Comcast Grant - Multi-Year Acceptance

COMMENTS - Current Meeting:

Read the first time and Rule 19 suspended and an explanation was given by T J Plante, CAFO stating that grant is from Comcast who has entered into a 10 year agreement to provide a payment of \$80,000 per year for cable related equipment and cable related activities totaling \$360,000 for the 8 remaining payment to be used by the Law Department

and City Clerk Office in the amount of \$40, 000 each and read a second time and passed by a unanimous voice vote.

ATTACHMENTS:

- cable television settlement agreement 2012 (PDF)

RESULT: PASSED BY VOICE VOTE

4. Order (ID # 2859)

Parks Department: Franconia Golf Course Donation - \$150,000.00

COMMENTS - Current Meeting:

Read the first time and Rule 19 suspended and an explanation was given by T J Plante, CAFO stating that donation is from MGM Resorts International for the purpose of maintaining and improving the Franconia Golf Course on behalf of the Park Department in the amount of \$150,000 and read a second time and passed by a unanimous voice vote.

RESULT: PASSED BY VOICE VOTE

IV. General Business

5. Order (ID # 2832)

Demolitions and Road/Sidewalk Repair Bond - \$5,000,000

HISTORY:

11/17/14 City Council REFERRED TO COMMITTEE
Next: 12/01/14

COMMENTS - Current Meeting:

Read the first time and Rule 19 suspended and an explanation was given by Christopher Cignoli stating that the Bond Order is to authorize the City to bond for \$5,000,000 to pay the cost of building demolitions, roads, and sidewalks projects and to fund the highest priority project such as condemned blighted buildings as well as infrastructure and streetscape improvements to roads and sidewalks. Mr. Cignoli said that \$1.5 million is for public ways, \$500 thousands for sidewalks and \$750 thousand for private ways. Councilor Twiggs ask whether a brick sidewalk would be replaced with a brick sidewalk and Mr. Cignoli said that in most cases the repairs will be "brick for brick and concrete for concrete" and DPW wouldn't be using asphalt except for emergency temporary repairs. Councilor Twiggs also asked about utilities cutting up the street and Mr. Cignoli said that they notified the utilities when streets are going to be repaved and any new street can't be cut for 2 years unless there is an emergency. Mr. Cignoli also said he would like to do as much of the older requests for private ways and sidewalks as the money would allow and read for second times and passed by the following roll call vote.

ATTACHMENTS:

- CAFO Certification Bond Authorization - Demos and Sidewalks (DOCX)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kateri B. Walsh, Vice President - At-Large Councilor
SECONDER:	Timothy C. Allen, Ward 7 Councilor
AYES:	Luna, Allen, Twiggs, Shea, Walsh, Edwards, Williams, Ramos, Rooke, Concepcion, Hurst, Ashe, Fenton

6. Order (ID # 2862)

FY15 State Aid to Public Libraries- No Match Required (\$280,000)

COMMENTS - Current Meeting:

Read and an explanation was given by Molly Fogarty, Director Library Department stating that the Order is to accept a grant from Mass Board of Library Commissioners for FY15 State Aid to Public Libraries in the amount of \$280,000 to support, develop, coordinate, improve and promote library services such as printing and binding, library materials, library programs, professional development and salary & wages and the Order passed by a unanimous voice vote.

ATTACHMENTS:

- LibFY15StateAidAwardLetter (PDF)
- Request for Grant Set-Up Form FY 15 State Aid (DOC)

RESULT:	PASSED BY VOICE VOTE
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7. Order (ID # 2860)

Appropriation Order for School Department Capital Account

COMMENTS - Current Meeting:

Read the first time and Rule 19 suspended and an explanation was given by T J Plante, CAFO stating that the Order is to authorize the City to appropriate funds from the sale of the old Zanetti School in the amount of \$1,649,992.34 to the School Department Capital Fund account to fund the cost related to the dense wireless project improving wireless infrastructure in each school and other capital related expenses and read a second time and passed by the following roll call vote.

ATTACHMENTS:

- CAFO Certification - SPS Appropriation (PDF)

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

8. Order (ID # 2849)

Approval of Intergovernmental Agreement with Springfield Business Improvement District

HISTORY:

11/17/14	City Council	REFERRED TO COMMITTEE
Next: 12/01/14		

FINANCIAL IMPACT:

The Agreement calls for the City to provide \$70,000 to the SBID for FY 2015, FY 2016 and FY 2017, subject to appropriation in each fiscal year.

COMMENTS - Current Meeting:

Read and after receiving the Report from Maintenance and Development Committee to approve the Order the said Order to enter into an Intergovernmental Agreement to provide payment and in-kind services between the City and the BID for 3 years at \$70,000 per year passed by the following roll call vote.

ATTACHMENTS:

- Exhibit #1, Memorandum of Understanding Between the City of Springfield and the Springfield Business Improvement District, Inc., 2014-2017 (PDF)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kateri B. Walsh, Vice President - At-Large Councilor
SECONDER:	Orlando Ramos, Ward 8 Councilor
AYES:	Luna, Allen, Twiggs, Shea, Walsh, Edwards, Williams, Ramos, Rooke, Concepcion, Hurst, Ashe, Fenton

9. Special Act (ID # 2852)

Approving a Special Act Exempting the City of Springfield from Certain Provisions of Section 29 of Chapter 43 Relating to the Threshold for Written Contracts

HISTORY:

11/17/14	City Council	REFERRED TO COMMITTEE
Next: 12/01/14		

FINANCIAL IMPACT:

The Special Act would increase the dollar threshold for requiring the City to have written contracts signed by the Mayor and the Department Head . The current threshold is \$5,000.00.

COMMENTS - Current Meeting:

Read and Councilor Luna said that the General Government Committee had not had a chance to meet and asked the Order be referred back to committee and without objections the Order was referred back to the General Government Committee.

ATTACHMENTS:

- An Act Exempting the City of Springfield from Certain Provisions of Section 29 of Chapter 43 (PDF)

RESULT:	REFERRED TO COMMITTEE	Next: 12/15/2014 7:00 PM
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10. Order (ID # 2861)

Bill of Prior Year - Law Department \$600.00

COMMENTS - Current Meeting:

Read and an explanation was given by Anthony Wilson, Associate City Solicitor stating that the Law Department is requesting authority to pay a \$600 bill incurred in FY14 for an Eminent Domain lawsuit for the services rendered by Bennett Franklin Real Estate Services in providing an appraisal of land out of FY15 funds and the Order passed by the following roll call vote.

ATTACHMENTS:

- 12.1.14 - Prior Year Bills Schedule 1 (PDF)
- CAFO Certification BOPY - Law (PDF)

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

11. Order (ID # 2864)

Transfer of 833 Page Boulevard to Campagnari Construction LLC

Please see attached files

COMMENTS - Current Meeting:

Read and explanation with given by Brian Connors, Deputy Director of Planning and Economic Development stating that the Order is for the sale of 833 Page Boulevard to Campagnari Construction, LLC to redevelop for office space for its construction company with the exterior being restored to its historic appearance and the interior being gutted and restored with housing on the 2nd floor and the building was sold for \$20,000 dollars through a RFP process in which Campagnari Construction was the most advantageous proposer and the Order passed by the following roll call vote.

ATTACHMENTS:

- City Council Order 833 Page Boulevard Transfer (DOCX)
- M - Mayor Sarno Signed 10.29.2014 (PDF)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Timothy C. Allen, Ward 7 Councilor
SECONDER:	Kenneth E. Shea, Ward 6 Councilor
AYES:	Luna, Allen, Twiggs, Shea, Walsh, Edwards, Williams, Ramos, Rooke, Concepcion, Hurst, Ashe, Fenton

12. Order (ID # 2865)

Order Authorizing Mayor to Execute Quitclaim Deed for Sale of SS Pine Street Court (09717-0016) to James B. Morrissey, Jr.

COMMENTS - Current Meeting:

Read and an explanation was given by Amber Gould from the Office of Housing and Melvyn Altman, Associate City Solicitor that the property (SS Pine Street Court) was being transferred to James B. Morrissey, Jr. in an abutter land sale for use as a side lot and was sold for \$202.10 and the Order passed by the following roll call vote.

ATTACHMENTS:

- Deed SS Pine St. Ct. (Par.16) (DOC)

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

13. Order (ID # 2867)

Order Authorizing Mayor to Execute Quitclaim Deed for Sale of 263-267 Central St. (02560-0183) and WS Pine St. (09715-0052) to Viva Development LLC

COMMENTS - Current Meeting:

Read and an explanation was given by Tina Quagliato from the Office of Disaster Recovery and Melyvn Altman, Associate City Solicitor that the property was being transferred to Viva Development LLC thru a RFP process where Viva scored the most advantageous proposer for the highest purchase price, proven track record of development along the Central Street corridor, ready to proceed with private financing and is federally qualified, will have on-site management, has the approval of the Springfield Historical Commission and Maple High Six Corners Neighborhood Council and is committed to mixed use development and is paying \$30,000 for the properties. Council Walsh, Edwards and Ashe praised the work of the developer and the Order passed by the following roll call vote.

ATTACHMENTS:

- Central St (263)2 - dispo summary (DOC)
- Deed 263 Central St. (DOC)

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

V. Suspension of Rules - NONE



City of Springfield

ADOPTED

2.2

Meeting: 12/01/14 07:00 PM

Initiator: Hector Velez

Sponsors: Mayor Domenic J. Sarno

DOC ID: 2863

Order of Location for the Installation and Maintenance of Underground Utilities

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

IT IS HEREBY ORDERED:

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

Carew Strret

<<Enter brief purpose>>

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

I hereby certify that the foregoing order was adopted at a meeting of the City Council of the City of Springfield, Massachusetts held on December 1, 2014

City Clerk

We hereby certify that on November 12, 2014, at 12:00 AM, at #622 Carew Street a public hearing was held on the petition of the WESTERN MASSACHUSETTS ELECTRIC COMPANY for permission to complete the above mentioned request.

City Clerk

I hereby certify that the foregoing is a true copy of a location order and certificate of hearing with notice adopted by the City Council of the City of Springfield, Massachusetts, on the December 1, 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.

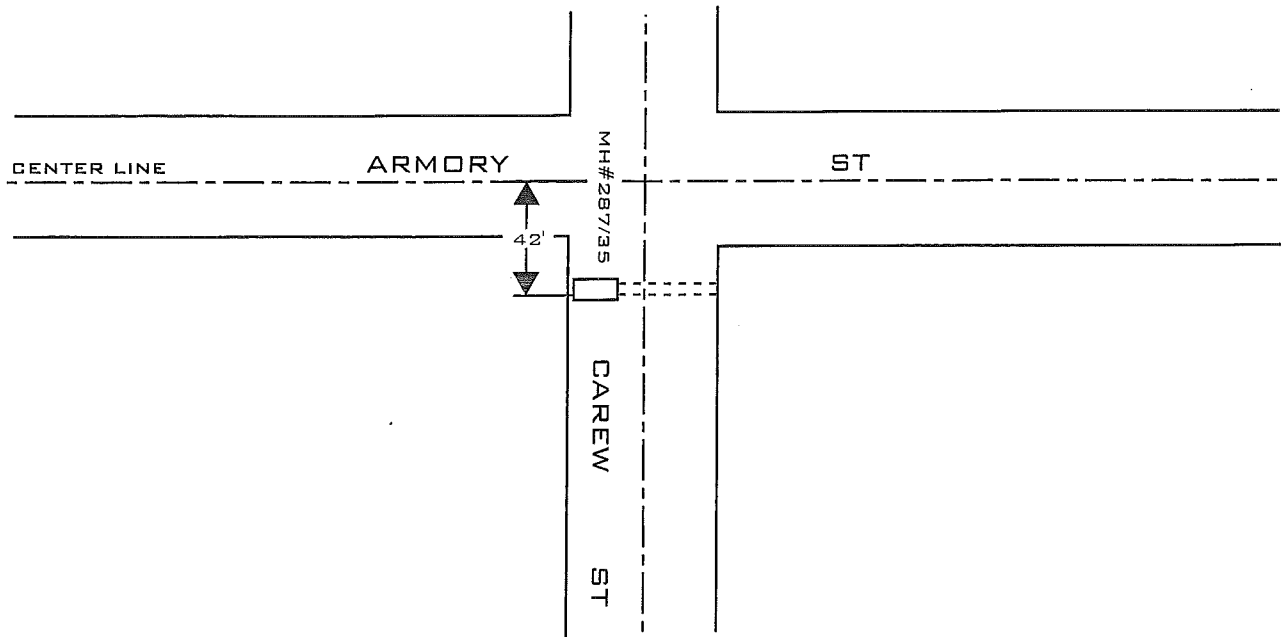
Attest:

City Clerk

WESTERN MASSACHUSETTS ELECTRIC COMPANY

CITY: SPRINGFIELD

STREET: 622 CAREW ST

NORTH INDICATED
BY ARROW**PURPOSE AND DESCRIPTION:**

INSTALL ROAD CROSSING TO FEED NEW TRANSFORMER PAD ON OPPOSITE SIDE OF THE STREET. PROPOSED ROAD CROSSING TO HAVE (4) 4" CONCRETE ENCASED CONDUITS INSTALLED 2 OVER 2.

LEGEND

PROPOSED JOINT POLE

PROPOSED W.M.E.CO POLE

EXISTING JOINT POLE

EXISTING W.M.E.CO POLE

EXISTING FOREIGN POLE TO BE MADE JOINT

EXISTING W.M.E.CO POLE TO BE MADE JOINT

HEXHOLE

HANDHOLE

MANHOLE / VAULT

PAD MOUNT TRANSFORMER

U.G. CONDUIT

U.G. PRIMARY CABLE

U.G. SECONDARY CABLE

DRAWN BY: MICHAEL WILSON
PHONE: 413-787-9490W.O.#: 65421921
W.R.#: 2349192

PETITION # 6204

DISTANCES ARE APPROXIMATE
NOT TO SCALE

Attachment: Drawing #6204 (2863 : Carew Street)

CITY OF SPRINGFIELD

CITY CLERK'S OFFICE

October 30, 2014

Notice is hereby given that the Board of Public Works will give a hearing in front of #622 Carew Street on **Wednesday, November 12, 2014 at 5:00 P.M.** to all parties interested in the petition of Western Massachusetts Electric Company to install (4) 4" road crossing conduits to feed new transformer pad.

By Order of the City Council

Wayman Lee, Esquire

City Clerk

FOR INFORMATION CALL:

BOARD OF PUBLIC WORKS
70 TAPLEY STREET
SPRINGFIELD, MA 01104
413-784-4891

Attachment: Abutter Notice #6204 (2863 : Carew Street)



City of Springfield

ADOPTED

Meeting: 12/01/14 07:00 PM
Initiator: Mitchell Doty
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2866

3.3

Comcast Grant - Multi-Year Acceptance (Mayor Sarno)

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

WHEREAS, Comcast has agreed to give ten (10) annual payments in the amount of Eighty Thousand Dollars (\$80,000), made payable to THE CITY for the purpose of providing cable related equipment and cable related funding for senior citizens in THE CITY, to be held in a separate account established for such uses established by the City Treasurer; and

WHEREAS, the City has received two (2) annual payments in prior fiscal years, with the remaining eight (8) to be paid in subsequent fiscal years; and

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

THEREFORE, BE IT ORDERED, that the City Council of the City of Springfield, with the approval of the Mayor, hereby accepts each of the eight (8) remaining annual payments totaling Six Hundred and Forty Thousand Dollars (\$640,000) made payable to THE CITY for the purpose of providing cable related equipment and cable related funding for senior citizens in THE CITY, to be held in a separate account established for such uses established by the City Treasurer.

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\$640,000.00

RESULT: PASSED BY VOICE VOTE

SETTLEMENT AGREEMENT AND GENERAL RELEASE OF CLAIMS

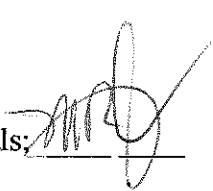
This Settlement Agreement and General Release (the "Agreement") is made by and between the City of Springfield, Massachusetts ("THE CITY"), acting by and through its Mayor in his role as statutory Issuing Authority (the "Issuing Authority"), Comcast Cable Communications, LLC, f/k/a Comcast Cable Communications,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

RECITALS

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

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

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

Initials: 

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

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

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

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

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

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

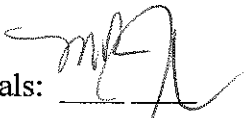
NOW, THEREFORE, in consideration of the promises, terms and conditions set forth below, which each of the PARTIES acknowledges as good and valuable consideration that supports their mutual promises and obligations herein, and in full and complete settlement of all claims that the PARTIES ever had, now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

TERMS AND CONDITIONS

1. Settlement Funds.

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

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

Initials: 

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

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

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

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

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

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

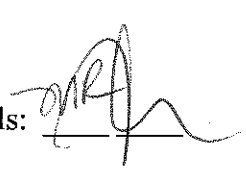
5. Non-Admission. The PARTIES acknowledge that this settlement is a compromise of disputed claims, and none of the terms of this Agreement is to be construed as an admission of liability or wrongdoing on the part of any person or entity released hereby, nor is the settlement to be taken as a confirmation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

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

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

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

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

Initials: 

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

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

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

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

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

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

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

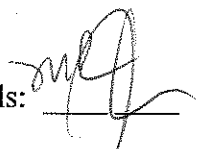
12. Entire Agreement. This Agreement constitutes a single, integrated contract expressing the entire understanding between the PARTIES hereto with respect to the subject matter hereof, superseding all negotiations, prior and/or contemporaneous discussions, prior and/or contemporaneous written or oral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

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

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

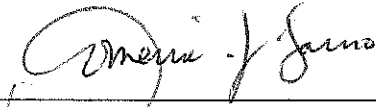
15. Successors and Assigns. This Agreement shall be binding upon the executors, representatives, successors, assigns and attorneys of the PARTIES and shall inure to their benefit.

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

Initials: 

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

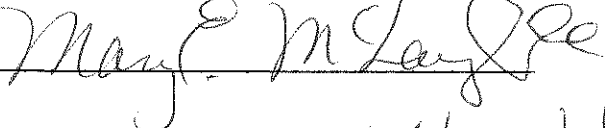
THE CITY OF SPRINGFIELD,
MASSACHUSETTS

By: 

Print Name: DOMENIC J. SARNO

Date: 12/27/11

COMCAST OF MASSACHUSETTS II, INC.

By: 

Print Name: MARY E. McLaughlin

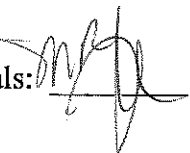
Date: 12/26/11

COMCAST CABLE COMMUNICATIONS,
LLC

By: 

Print Name: MARK E. REILLY

Date: 12/23/11

Initials: 





City of Springfield

ADOPTED

Meeting: 12/01/14 07:00 PM
Initiator: Mitchell Doty
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2859 A

3.4

Parks Department: Franconia Golf Course Donation - \$150,000.00 (Mayor Sarno)

WHEREAS, the Parks Department has been awarded a Donation of \$150,000.00 from MGM Resorts International, and

WHEREAS, the Funds provided shall be used for the purpose of maintaining and improving the Franconia Golf Course as requested by the donor therefore, \$150,000.00 will be applied to the Park Donations Account, and

WHEREAS, the Department intends to use the donated funds for the purposes 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 listed, and

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

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

Park Department Donation \$150,000.00

MGM Resorts International

RESULT: PASSED BY VOICE VOTE



City of Springfield

ADOPTED

Meeting: 12/01/14 07:00 PM
Initiator: Lindsay B. Hackett
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2832

4.5

Demolitions and Road/Sidewalk Repair Bond - \$5,000,000 (Mayor Sarno)

A BOND ORDER TO PAY FOR COSTS ASSOCIATED WITH DEMOLITION AND ROADS/SIDEWALKS PROJECTS

BE IT ORDERED THAT: the City hereby appropriates the sum of \$5,000,000 to pay costs of building demolitions, roads, and sidewalks projects, including the payment of any and all other costs incidental or related thereto, and that to meet this appropriation, the City Treasurer, with the approval of the Mayor, is authorized to borrow said amount under and pursuant to Chapter 44 of the General Laws, or pursuant to any other enabling authority, and to issue bonds or notes of the City therefore; that the Mayor is authorized to contract for and expend any federal or state aid available for the project, and that the Mayor is authorized to take any other action necessary or convenient to carry out this project; and

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

After reviewing this order, the Chief Administrative and Financial Officer has certified to the Mayor and City Council, that in his professional opinion, after an evaluation of all pertinent financial information reasonably available, the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in the appropriation, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008. The foregoing order requires a two-thirds vote of all members of the City Council, in accordance with Chapter 44 of the General Laws.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kateri B. Walsh, Vice President - At-Large Councilor
SECONDER:	Timothy C. Allen, Ward 7 Councilor
AYES:	Luna, Allen, Twiggs, Shea, Walsh, Edwards, Williams, Ramos, Rooke, Concepcion, Hurst, Ashe, Fenton

City of Springfield
36 Court Street
Springfield, MA 01103



Division of Administration
and Finance

To: Springfield City Council
From: TJ Plante, Chief Administrative & Financial Officer
Date: 11/17/14
Re: Order for Council Meeting – 11/17/14
Cc: Mayor Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the November 17, 2014 Council meeting, which authorizes the City to pay \$5,000,000 for demolition of condemned properties and repair to sidewalks and roads.

Background: Important aspects of capital improvement and economic development in our City include demolition to condemned and /or blighted properties, as well as infrastructure and streetscape improvements to roads and sidewalks. This bond gives the City to opportunity to fund the highest priority projects.

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

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



City of Springfield

ADOPTED

Meeting: 12/01/14 07:00 PM
Initiator: Melanie Acobe
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2862

4.6

FY15 State Aid to Public Libraries- No Match Required (\$280,000) (Mayor Sarno)

WHEREAS, the Department of Springfield City Libraries has been awarded FY15 State Aid to Public Libraries program in an excess amount of \$280,000 from the Commonwealth of Massachusetts Board of Library Commissioners; and

WHEREAS, the State Aid to the Public Libraries is an integral part of the Board of Library Commissioners responsibility to support, develop, coordinate, improve and promote library services throughout the Commonwealth. The Board also strives to provide every resident of the Commonwealth with full and equal access to the library information resources regardless of geographic locations, social or economic status, age, level of physical or intellectual ability or cultural background; and

WHEREAS, the Department intends to use the grant funds to provide funding for, Printing and Binding, Library Materials, Library programs, Professional Development, and Salary and Wages; 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:

STATE AID TO PUBLIC LIBRARIES - \$280,000

RESULT: PASSED BY VOICE VOTE



Commonwealth of Massachusetts Board of Library Commissioners

98 North Washington Street • Suite 401 • Boston, Massachusetts 02114-1933
(800) 952-7403 in state • (617) 725-1860 • (617) 725-0140 fax

November 10, 2014

Vera O'Connor, Trustee Chair
1471 Plumtree Rd.
Springfield, MA 01119

re: Springfield City Library

On November 6, 2014, the Board of Library Commissioners certified the City of Springfield to participate in the FY2015 State Aid to Public Libraries Program. In doing so, the Board reviewed the library's FY2014 compliance with Minimum Standards for Free Public Library Service and the municipality's FY2015 compliance with the Municipal Appropriation Requirement.

For FY2015, there will be two State Aid to Public Libraries award payments. Each payment will represent approximately half of the total annual award, depending on budget conditions.

In the next few weeks, the State Treasurer's office will issue the first State Aid to Public Libraries award payment to the City of Springfield in the following amounts as an electronic transfer:

FY2015 Library Incentive Grant (LIG)	\$ 51,000.93
FY2015 Municipal Equalization Grant (MEG)	\$ 86,686.15
FY2015 Nonresident Circulation Offset (NRC)	\$ 3,803.12
Total	\$141,490.20

The second payment will be sent to the City of Springfield by the last quarter of FY2015.

Multiple payments are necessary due to the state's incremental allotment of State Aid to Public Library funds for distribution to cities and towns throughout the year.

State Aid to Public library may not be used toward meeting the Municipal Appropriation Requirement, as stated in Chapter 165, Acts of 2014 of the Massachusetts Legislature.

Sincerely,

Dianne L. Carty
Dianne L. Carty
Director

Enclosures: Ch. 165, Acts of 2014, FY2015 State Aid to Public Libraries Fact Sheet
cc: Lee Fogarty, Director
Springfield City Library, Springfield
Treasurer, the City of Springfield

Attachment: LibFY15StateAidAwardLetter (2862 : FY15 State Aid to Public Libraries- No Match Required (\$280,000))



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 11/24/14

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: 83814

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

X State – City Massachusetts Board of Library Commissioners

Private/Other

Grant Name: MBLC FY’15 State Aid

Total Grant Amount Awarded: \$280,000

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

Actual Award Date 11/10/14

Board Approval Date

Start Date 11/10/14

Expiration Date none

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: 28386105

Object Codes: 501000; 503000; 506000; 521015; 521020; 524030; 527010; 527030;
529100; 530105; 531010; 531020; 531200; 531740; 534100; 534200; 542300; 551300;
551400; 551700; 569200; 571100; 580500; 580600; 572100

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

11/24/14
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.



City of Springfield

ADOPTED

Meeting: 12/01/14 07:00 PM
Initiator: Lindsay B. Hackett
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2860 C

4.7

Appropriation Order for School Department Capital Account (Mayor Sarno)

WHEREAS, the Springfield Public Schools ("SPS") has requested that the Springfield City Council approve the funds from the purchase of the old Zanetti School be appropriated to the School Capital Fund; and

WHEREAS, the City has earmarked the money from the sale for capital purposes, according to state statute that dictates that proceeds from disposition of Municipal Buildings must be used for Capital purposes, Mass.Gen. Laws Chapter 44 Section 63; and

WHEREAS, the SPS will use the funds for costs related to the dense wireless project, including infrastructure improvements in each school, and other capital related expenses; and

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

THEREFORE, IT IS ORDERED, that pursuant to its authority under Mass. Gen. Laws Chapter 43, Section 30, and Mass. Gen. Laws Chapter 79, the City Council hereby appropriates the sum of One-Million, Six-Hundred Thousand and 0/100 Dollars **(\$1,649,992.34)** for the use of capital purposes, to be paid from the following accounts:

Account 1900-10-135-0000-0000-0010-000000-0000000-484000-- \$1,649,992.34

Account 3152-30-340-3909-3909-3980-370000-0000000-580400-- \$1,649,992.34

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



City of Springfield

ADOPTED

Meeting: 12/01/14 07:00 PM
Initiator: Kathy Breck
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2849

4.8

Approval of Intergovernmental Agreement with Springfield Business Improvement District (Mayor Sarno)

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

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

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

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

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

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

NOW THEREFORE BE IT ORDERED, pursuant to Massachusetts General Laws chapter 40, section 4A, that the City Council approves the Memorandum of Understanding by and between the City of Springfield and the Springfield Business Improvement District, Inc. in substantially the same form as the draft contract attached hereto as Exhibit #1, subject to the approval of the Mayor.

FINANCIAL IMPACT:

The Agreement calls for the City to provide \$70,000 to the SBID for FY 2015, FY 2016 and FY 2017, subject to appropriation in each fiscal year.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kateri B. Walsh, Vice President - At-Large Councilor
SECONDER:	Orlando Ramos, Ward 8 Councilor
AYES:	Luna, Allen, Twiggs, Shea, Walsh, Edwards, Williams, Ramos, Rooke, Concepcion, Hurst, Ashe, Fenton

EXHIBIT #1 TO CITY COUNCIL ORDER

CITY CONTRACT NO. _____

MEMORANDUM OF UNDERSTANDING

By and between the
CITY OF SPRINGFIELD
And

SPRINGFIELD BUSINESS IMPROVEMENT DISTRICT

This memorandum of understanding is effective as of **July 1, 2014**, subject to the approval process set forth herein.

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

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

PRELIMINARY STATEMENT

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

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

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

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

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

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

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

AGREEMENT

ARTICLE I: TERM

1.1. Subject to the provisions of this Agreement for Amending the Agreement or for terminating the Agreement, the term of this Agreement is for three years from its effective date, set forth on page 1.

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

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

ARTICLE II: APPROPRIATION

2.1. Funding for this agreement is subject to the appropriation by the City of sufficient funds to perform the obligations, including appropriation for sufficient staff.

ARTICLE III: DEFINITIONS

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

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

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

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

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

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

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

ARTICLE IV: BASIC SERVICES

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE V: FUNDING, MARKETING, AND CAPITAL IMPROVEMENTS

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

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

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

5.4. The City agrees that for Fiscal Year 2015 (7/1/14 - 6/30/15), and each subsequent fiscal year of the life of this agreement, subject to appropriation, including appropriation for staff, the City will provide the following funding to SBID, totaling \$70,000.00:

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

ARTICLE VI: IMPROVEMENT PLAN

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

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

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

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

6.2 (1). **COORDINATION MEETING:** It shall be the responsibility of SBID to initiate and set up Coordination

meetings. The City and SBID, through their representatives, shall meet no less than quarterly at a Coordination Meeting to monitor the compliance, responsiveness, and effectiveness of the terms of this Agreement. The quarterly Coordination Meetings shall be a method for SBID and the City to regularly communicate as to concerns regarding the SBID.

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

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

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

ARTICLE VII: AMENDMENTS & MODIFICATIONS & TERMINATION

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

7.2. This Memorandum of Understanding, including any Appendices hereto, may be amended to reflect improved means and methods of delivery of services to the District or to reflect any other amendments or modifications to this Agreement only by a written agreement duly executed on behalf of the City and SBID.

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

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

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

ARTICLE VIII: INSURANCE and INDEMNITY

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

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

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

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

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

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

ARTICLE IX: NOTICES

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

To the City, as follows:

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

With a copy to

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

With a copy to

Chief Development Officer
70 Tapley Street
Springfield, Massachusetts 01104

To SBID, as follows:

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

With a copy to

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

ARTICLE X: MISCELLANEOUS PROVISIONS

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

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

interest in the event of any default or breach on the part of the SBID.

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

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

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

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

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

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

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

SPRINGFIELD BUSINESS
IMPROVEMENT DISTRICT, INC.

CITY OF SPRINGFIELD:

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

Chief Development Officer
Date Signed _____

Approved as to Appropriation:

Reviewed:

City Comptroller
Date signed _____

Chief Procurement Officer
Date Signed _____

Approved as to Form:

Reviewed

City Solicitor
Date Signed: _____

Chief Administrative &
Financial Officer
Date Signed: _____

Approved:

DOMENIC J. SARNO
Mayor
Date Signed: _____

APPENDIX A - CITY BASIC SERVICES

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

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

APPENDIX A - 1 TREASURER/COLLECTOR:

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

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

APPENDIX A - 2: DEPARTMENT OF PUBLIC WORKS

1. The City will sweep the Metro Center District twice monthly except during the winter snow season. The geographic boundaries of the Metro Center District will be defined by agreement of SBID and the Director of Springfield Department of Public Works.
2. The City will sweep on reasonable dates and times to be coordinated in advance between the SBID and the Department of Public Works.
3. During the winter snow season, the City may at its option perform sweeping in the sweep zone, weather and above freezing temperature permitting.
4. The City will dedicate a garbage crew to empty all barrels in the Metro Center District, once per week, on either Tuesday or Friday. If either day is a holiday, then trash pick up will be coordinated between the SBID and the Department of Public Works. The City will provide this service once per week during winter months and twice per week from May 1st through September 30th for summer months.
5. If resources allow, new or replacement barrels will be purchased by SBID. The City Department of Public Works must give prior approval to any new location of any trash barrels. Upon reasonable notice of SBID to the City by written notice to Chris Cignoli, Director, Springfield Department of Public Works, the City shall install the new or replacement barrels. If resources allow, the City DPW will purchase new or replacement barrel liners as the need arises.
6. Upon notice by SBID to the City, by written notice to Chris Cignoli, Director of Springfield Department of Public Works, of non-functioning lighting instruments, the City agrees to notify WMECO of same. The City agrees to work cooperatively with SBID to attempt to maintain lighting in the District in good working condition.
7. The City will work cooperatively with the SBID regarding unattended shopping carts within the District.
8. Following SBID Stearns Square Thursday evening events, the SBID is responsible for cleaning the area, bagging all refuse, and piling refuse on sides of Stearns Square. The

DPW will pick up the refuse as part of its regular Friday trash pick up.

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

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

10. The SBID will be responsible for snow removal strictly for the purposes of opening crosswalk entrances to allow for safe passage of pedestrians.

APPENDIX A - 3: SPRINGFIELD POLICE DEPARTMENT

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

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

2. SBID will notify the City, by notice to the Ordinance Squad, Springfield Police Department (787-6341), of any unshoveled sidewalks in the District. The City will investigate the report of unshoveled sidewalks and if appropriate issue tickets therefore in accordance with the results of the investigation and the law.

3. SBID and the Springfield Police Department will work cooperatively to implement and maintain COMNET. The Springfield Police Department will make COMNET available for the SBID to utilize if necessary.

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

APPENDIX A - 4: PARKS DEPARTMENT

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

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

1. Pynchon Plaza
2. Boland Statute Monument
3. Stearns Square
4. Duryea Way
5. Apremont Triangle
6. Gateway at Memorial Bridge
7. Court Square/First Church.

Base line Services include (within the parks):

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

APPENDIX A - 5: HOUSING DEPARTMENT

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

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

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

1. Coordinating in advance with the Springfield DPW regarding the twice monthly street sweeping of the District, it shall be the responsibility of SBID to push sidewalk litter and debris to the inside curbing of streets in the sweep zone in a timely manner to be swept by the City in the sweeping of the sweep zone. If required to do this, SBID shall require that its members cooperate in performing this activity.

2. It shall be the responsibility of SBID to monitor and promptly empty any barrels that are filled up or overflowing and are not expected to be promptly emptied by the City by its Monday and Friday emptying schedule and to properly dispose of the barrel contents as required by DPW.

3. It is the responsibility of SBID to notify the City, by notice to Clean City (787-7962) and Springfield Police Ordinance Squad (750-2371) of any illegal dumping activity in the District and to cooperate with any City investigation or prosecution of the matter.

4. If its resources will allow, SBID will purchase necessary or desirable replacement or additional barrels. Location of all barrels must be approved, in advance, by Springfield DPW. If its resources will allow, the Springfield DPW will purchase new or replacement barrel liners.

5. Subject to any requested prior approval from appropriate City Departments, SBID shall supplement services provided by the City by performing the following and any additional acts approved by the City:

- a. Tree plantings in coordination with City Parks Department;
- b. Cleaning of painted fire hydrants, poles, and street signs
- c. Power washing of sidewalks
- d. Landscaping, as seasonally appropriate, for planters and hanging baskets

- e. Guides and similar hospitality services
 - f. Public street cleaning (note: alleys are private property and not subject to public street cleaning)
 - g. Trash collection, supplementing the City's twice weekly barrel collection.
6. SBID agrees to operate a supplemental graffiti removal program to remove or repaint any graffiti discovered within 5 days of notice to SBID by notice given to its Executive Director. SBID shall comply with all laws in implementing graffiti removal and coordinate with the City Office of Housing graffiti removal program.
7. The SBID shall, at the start of each winter season, provide written notice or reminder notice to each SBID member of obligations regarding parking and sidewalk clearing.
8. The SBID agrees to monitor the lighting in the District and to work cooperatively with the City to attempt to maintain lighting in the District in good working condition.
9. SBID agrees to work cooperatively with the Springfield Police Department regarding COMNET.
10. SBID agrees to work cooperatively with the Springfield Police Department regarding use of surveillance cameras in public areas in the District.
11. SBID agrees to cooperate with the Springfield Office of Housing and its procedures regarding cleanup, demolition, boarding, securing, removal of unregistered motor vehicles, and similar clean up and code enforcement as to real property.
12. SBID shall work cooperatively with the City regarding the removal of unattended shopping carts in the District.
13. It shall be the responsibility of SBID to perform marketing and media relations to promote the downtown Springfield area, focusing on events in the Metro Center District. SBID must work with the City Chief Development Officer and must receive prior approval for all marketing and media relations provided through funds provided to SBID by the City.

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

15. Subject to approval by the City, SBID may perform reasonable, feasible, and needed sidewalk replacements that are requested by SBID and for which the parties agree that all costs of the replacement will be funded in advance one-half by SBID and one-half by the adjacent property owner. The City will participate in sidewalk repairs and replacement as funding allows.

APPENDIX C - CAPITAL IMPROVEMENT PROJECTS

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

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

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



City of Springfield
36 Court Street
Springfield, MA 01103

Meeting: 12/01/14 07:00 PM

Department: Law

Category: General

Prepared By: Kathy Breck

Initiator: Kathy Breck

Sponsors: Mayor Domenic J. Sarno

DOC ID: 2852

ADOPTED

SPECIAL ACT (ID # 2852)

Approving a Special Act Exempting the City of Springfield from Certain Provisions of Section 29 of Chapter 43 Relating to the Threshold for Written Contracts

WHEREAS, Mass. Gen. Laws ch. 43, sec. 29, which is part of the City Charter, requires that "(a)ll contracts made by any department, board or commission, where the amount involved is **five thousand dollars or more** shall be in writing, and no such contract shall be deemed to have been made or executed until the approval of the mayor under Plan A, B, C or F, or of the city manager under Plan D or E, and also of the officer or head of the department or of the chairman of the board, as the case may be, making the contract is affixed thereto...."; and

WHEREAS, the \$5000.00 threshold for requiring written contracts signed by the Mayor and Department Head has not been increased since 1989; and

WHEREAS, the volume of written contracts of low dollar amounts requiring the signatures of the Mayor and the applicable department head is burdensome and time-consuming, and the City seeks to increase the dollar threshold for such contracts to the amount contained in the Uniform Procurement Act, Mass. Gen. Laws ch. 30B, sections 5(a) and 6(a), as requiring advertisements for bids or requests for proposals, which is currently \$35,000.00; and

WHEREAS, the requested change would make contracts covered by chapter 30B, subject to the written contract dollar threshold is set forth in Mass. Gen. Laws ch. 30B, section 17, which is currently \$10,000.00; and

WHEREAS, for contracts exempt from Chapter 30B, the requested change would increase the dollar threshold for written contracts to the amount set forth in Mass. Gen. Laws ch. 30B, sections 5(a) and 6(a), which is currently \$35,000.00; and

WHEREAS, the requested change applicable only to Springfield requires the approval of the City Council and the Mayor, of a draft Act seeking such approval, entitled "**AN ACT EXEMPTING THE CITY OF SPRINGFIELD FROM CERTAIN PROVISIONS OF SECTION 29 OF CHAPTER 43**", which is attached hereto as Exhibit A;

NOW THEREFORE BE IT ORDERED, that the Mayor be, and hereby is authorized on behalf of the City of Springfield, to take any and all steps necessary to secure the passage by the General Court of the special legislation entitled "**AN ACT EXEMPTING THE CITY OF SPRINGFIELD FROM CERTAIN PROVISIONS OF SECTION 29 OF CHAPTER 43**," in substantially the same form as a draft Act attached hereto.

HISTORY:

11/17/14 City Council
Next: 12/01/14

REFERRED TO COMMITTEE

FINANCIAL IMPACT:

The Special Act would increase the dollar threshold for requiring the City to have written contracts signed by the Mayor and the Department Head . The current threshold is \$5,000.00.

RESULT:**REFERRED TO COMMITTEE****Next: 12/15/2014 7:00 PM**

The Commonwealth of Massachusetts

In the Year Two Thousand Fourteen/Fifteen

AN ACT EXEMPTING THE CITY OF SPRINGFIELD FROM CERTAIN PROVISIONS OF SECTION 29 OF CHAPTER 43

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

SECTION 1. Notwithstanding the provisions of the first sentence of section 29 of chapter 43 of the General laws, or any other general law or special law to the contrary, in the City of Springfield, (a)ll contracts made by any department, board or commission, where the amount meets or exceeds the dollar threshold established by section 5(a) of chapter 30B for requiring competitive sealed bids, shall be in writing, and no such contract shall be deemed to have been made or executed until the approval of the mayor, and also of the officer or head of the department or of the chairman of the board, as the case may be, making the contract is affixed thereto, but such contracts shall be subject to compliance with section 17 of chapter 30B, to the extent applicable."

SECTION 2. The provisions of this act shall take effect on the day of its passage.

*To the Honorable Senate and House of Representatives of the Commonwealth of
Massachusetts In the General Court Assembled.*

The undersigned, Domenic J. Sarno, Mayor of the City of Springfield, in the name and on behalf of said City, and in the pursuance of an order, a duly attested copy of which is hereto annexed, petition the General Court for legislation entitled "**AN ACT EXEMPTING THE CITY OF SPRINGFIELD FROM CERTAIN PROVISIONS OF SECTION 29 OF CHAPTER 43**", in substantially the same form as a draft Act attached hereto.

Respectfully submitted,

Domenic J. Sarno, Mayor
City of Springfield
36 Court Street
Springfield, MA 01103



City of Springfield

ADOPTED

Meeting: 12/01/14 07:00 PM
Initiator: Mitchell Doty
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2861

4.10

Bill of Prior Year - Law Department \$600.00 (Mayor Sarno)

WHEREAS, to meet expenses incurred by the City of Springfield, pursuant to Mass. Gen. Laws ch. 44 Section 64 and Chapter 468 of the Acts of 2008, the Chief Administrative and Financial Officer and his Honor the Mayor have requested authorization from the City Council for the Law Department to pay a bill from a previous fiscal year totaling \$600.00; and

WHEREAS, the Law Department will make payment for unpaid bills of a previous fiscal year from their FY15 General Fund Operating Budgets; and;

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

NOW THEREFORE BE IT ORDERED, that the City Council approves the payment of the bills listed on the attached Schedule One from the FY15 General Fund Departmental Operating Budgets for the expenses incurred in a previous fiscal year.

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

Schedule One
Bills of Prior Year
December 1, 2014

Department	Invoice #	Vendor	Date	Reason	Amount
Law	2014-4802A	Bennett Franklin Real Estate Services	3/14/2014	Document Review re: Eminent Domain Lawsuit	\$ 600.00
Total					\$ 600.00

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: December 1, 2014
Re: Order for Council Meeting – December 1, 2014
Cc: Mayor Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the December 1, 2014 Council meeting, which will pay prior years' invoices totaling \$600.00.

Background: This is a request to allow the Law Department to pay a previous year's bill from the current year (FY15) budget. Listed below are the department invoices, due dates, reason and amounts.

Department	Invoice #	Vendor	Date	Reason	Amount
Law	2014-4802A	Bennett Franklin Real Estate Services	3/14/2014	Document Review re: Eminent Domain Lawsuit	\$ 600.00
Total					\$ 600.00

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 BOPY - Law (2861 : Bill of Prior Year - Law Department)



City of Springfield

ADOPTED

Meeting: 12/01/14 07:00 PM
Initiator: Thomas Moore
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2864 A

4.11

Transfer of 833 Page Boulevard to Campagnari Construction LLC (Mayor Sarno)

Transfer 833 Page Boulevard to Campagnari Construction, LLC.

(Mayor Sarno)

Order Authorizing and Approving Disposition of Real Property known as 833 Page Boulevard

WHEREAS, the City of Springfield (the “City”) is the owner of certain real property known as **833 Page Boulevard**, Springfield, Massachusetts, (herein the “the Property”); and

WHEREAS, the City issued a Request for Proposals (#15-021) for the disposition and redevelopment of the Property, which has a City assessed value of one hundred thirty three thousand and three hundred dollars (\$133,300); and

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

WHEREAS, on or about October 29, 2014, Campagnari Construction, LLC was designated preferred developer for the Property, contingent upon the completion of certain due diligence actions on site; and

WHEREAS, at this time, Campagnari Construction, LLC has completed due diligence actions at the Property, and has received the approval of the City of Springfield Office of Planning and Economic Development and subject to the approval of the Office of City Engineering; and

WHEREAS, the RFP Selection Committee believed the proposal from Campagnari Construction, LLC benefits the city by safely remediating and redeveloping the existing property, to be converted to use as an office building, storage facility, and residential; and

WHEREAS, NOW THEREFORE, BE IT ORDERED, that the City Council of the City of Springfield with the approval of the Mayor hereby approves the transfer of the Property known 833 Page Boulevard, Springfield Massachusetts to Campagnari Construction, LLC, for the price of twenty thousand dollars (\$20,000), in substantially the same form as the attached Exhibit A.

Please see attached files

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Timothy C. Allen, Ward 7 Councilor
SECONDER:	Kenneth E. Shea, Ward 6 Councilor
AYES:	Luna, Allen, Twiggs, Shea, Walsh, Edwards, Williams, Ramos, Rooke, Concepcion, Hurst, Ashe, Fenton

Transfer 833 Page Boulevard to Campagnari Construction, LLC.

(Mayor Sarno)

Order Authorizing and Approving Disposition of Real Property known as 833 Page Boulevard

WHEREAS, the City of Springfield (the “City”) is the owner of certain real property known as **833 Page Boulevard**, Springfield, Massachusetts, (herein the “the Property”); and

WHEREAS, the City issued a Request for Proposals (#15-021) for the disposition and redevelopment of the Property, which has a City assessed value of one hundred thirty three thousand and three hundred dollars (\$133,300); and

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

WHEREAS, on or about October 29, 2014, Campagnari Construction, LLC was designated preferred developer for the Property, contingent upon the completion of certain due diligence actions on site; and

WHEREAS, at this time, Campagnari Construction, LLC has completed due diligence actions at the Property, and has received the approval of the City of Springfield Office of Planning and Economic Development and subject to the approval of the Office of City Engineering; and

WHEREAS, the RFP Selection Committee believed the proposal from Campagnari Construction, LLC benefits the city by safely remediating and redeveloping the existing property, to be converted to use as an office building, storage facility, and residential; and

WHEREAS, NOW THEREFORE, BE IT ORDERED, that the City Council of the City of Springfield with the approval of the Mayor hereby approves the transfer of the Property known 833 Page Boulevard, Springfield Massachusetts to Campagnari Construction, LLC, for the price of twenty thousand dollars (\$20,000), in substantially the same form as the attached Exhibit A.

MEMORANDUM

To: Mayor Domenic J. Sarno, Lauren Stabilo, Chief Procurement Officer, and Kevin Kennedy, Chief Development Officer

From: Tom Mathews, Project Manager

Subject: Selection Committee of RFP bid # 15-021 – Disposition of 833 Page Blvd

CC Brian Connors, Phil Dromey, Kathy Brown, Jim Czach

Date: October 22, 2014

In accordance with the selection process for RFP# 15-021, the Selection Committee has completed its review and submits its recommendations to you. The Committee met on September 16, 2014 to review the two (2) proposals received. The proposals were evaluated based on the comparative evaluation criteria set forth on the RFP.

The Committee was made up of the following individuals:

- Brian Connors, Deputy Director of Economic Development
- Phil Dromey, Deputy Planning Director
- Kathy Brown, East Springfield Neighborhood Council
- Jim Czach, DPW Engineering Department

Summary of Proposals**Lazy Valley Winery Inc. / Copper Moon Distillery**

This bid was rejected as it did not meet the minimum requirements set by the RFP.

Campagnari Construction, LLC

Mr. Matthew Campagnari, the owner of Campagnari Construction LLC which is located at 128 Federal Street, submitted a proposal to purchase 833 Page Blvd for the sum of \$20,000.

Mr. Campagnari is proposing to restore the exterior appearance of 833 Page Blvd, as close to its historic appearance as possible. The interior will be gutted and restored to bring the building up to code. This will include a new electrical service & wiring, plumbing, roof and heating. The building will be reused as an office for Campagnari Construction in the basement area, a storage facility on the main floor and two apartments on the second floor.

According to the Mr. Campagnari, the total cost of the rehabilitation is estimated at \$237,000 and can be completed within nine months after the transfer of title of the property.

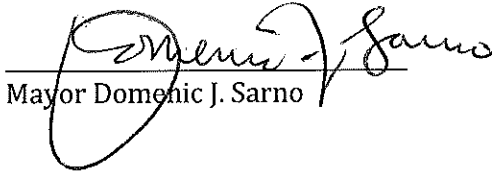
The East Springfield Neighborhood Council has met with Mr. Campagnari and is supporting Campagnari Construction LLC project.

Committee Recommendation

The Committee recommends to the City of Springfield to accept Mr. Campagnari offer to purchase 833 Page Blvd for a total of \$20,000. Based upon the conditions and timelines outlined below:

- Campagnari must get a firm commitment from the bank and not a letter of consideration for a loan.
- An exterior preservation restriction shall be set on the property in perpetuity. As such, any exterior building alterations will require approval of the Springfield Historical Commission..

I, Mayor Domenic J. Sarno, accept the Committee's recommendation by signing below:


Mayor Domenic J. Sarno

10/28/14 
Date



City of Springfield

ADOPTED

Meeting: 12/01/14 07:00 PM
Initiator: Melvyn Altman
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2865

4.12

Order Authorizing Mayor to Execute Quitclaim Deed for Sale of SS Pine Street Court (09717-0016) to James B. Morrissey, Jr. (Mayor Sarno)

WHEREAS, the City of Springfield acquired title to vacant land located in Springfield, Massachusetts known as South Side Pine Street Court (Parcel-ID # 09717-0016), formerly with building thereon and formerly known as 27 Pine Street Court, through tax title foreclosure proceedings in Land Court; and

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

WHEREAS, the Office of Housing solicited requests to abutters to submit applications for the purchase and redevelopment of said property pursuant to the Abutter Lots Sales Program of the City of Springfield; and

WHEREAS, the application submitted by James B. Morrissey, Jr., owner of 31 Pine Street Court, was accepted by the Abutter Lots Sales Program Committee.

NOW THEREFORE BE IT ORDERED, that the Mayor be and is hereby authorized in the name of and on behalf of the City of Springfield to execute and deliver a quitclaim deed to James B. Morrissey, Jr. for the transfer of title to South Side Pine Street Court (Parcel-ID # 09717-0016) for consideration of Two Hundred Two and 10/100 Dollars (\$202.10) in substantially the same form as the draft deed attached hereto.

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

MASSACHUSETTS QUITCLAIM DEED BY CORPORATION (short form)

KNOW ALL PERSONS BY THESE PRESENTS that **CITY OF SPRINGFIELD** (“Grantor”), a municipal corporation duly established under the laws of the Commonwealth of Massachusetts and having its usual place of business at 36 Court Street, Springfield, Hampden County, Massachusetts, for consideration paid and in full consideration of **TWO HUNDRED TWO AND 10/100 DOLLARS (\$202.10)**, grants to **JAMES B. MORRISSEY, JR.** (“Grantee”), individually, of 115 Cypress Drive, Brockton, Massachusetts 02301, with **QUITCLAIM COVENANTS**, the land in said Springfield, described as follows:

Land now known as **South Side Pine Street Court (Parcel-ID # 09717-0016)**, formerly with building thereon and formerly known as 27 Pine Street Court, and being the parcel described in a deed dated December 14, 2004, and recorded in Hampden County Registry of Deeds, Book 14700, Page 356, and supposed to contain about 2021 square feet (more or less); and being the same parcel described in an Instrument of Taking dated January 31, 2013, and recorded in Hampden County Registry of Deeds, Book 19679, Page 577; and also being the same parcel foreclosed by Judgment of the Land Court entered August 12, 2014, in Case No.: 14 TL 148182, and recorded in Hampden County Registry of Deeds, Book 20396, Page 424; and being more particularly bounded and described in Exhibit A attached hereto and made a part hereof (hereinafter referred to as the “Property”).

This conveyance is made pursuant to the Abutter Lots Sales Program of the City of Springfield and is sold “as is” and is conveyed subject to the following restrictions which shall run with the Property and which shall be enforceable by the City of Springfield:

- (1) The Property must be combined with the abutting parcel located at 31 Pine Street Court, Springfield, Massachusetts owned by the Grantee within three months from the date of transfer of title; (2) The Property may be used solely as a side yard to an immediate adjacent parcel; and (3) All excess trash, brush, rubbish and debris shall be cleared from the Property within one month from the date of transfer of title.

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

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

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

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

CITY OF SPRINGFIELD

By _____
Domenic J. Sarno, Mayor

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, ss.

Springfield, Massachusetts

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

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

Attachment: Deed SS Pine St. Ct. (Par.16) (2865 : Sale SS Pine St. Ct. (Par.16))

EXHIBIT A

Certain real estate situated in Springfield, Hampden County, Massachusetts, bounded and described as follows:

Beginning at a stone bound in the southerly line of Pine Street Court at the northwest corner of land supposed now or formerly to be of one Joseph Moauro, and running thence westerly on Pine Street Court about thirty-seven (37) feet to an iron pin; thence southerly in a straight line about fifty-four (54) feet to a point on the line of land of one Higgins, as many feet westerly from the southwest corner of land of said Moauro as there are between the stone bound and the iron pin above referred to on Pine Street Court; thence easterly along the line of a fence more than thirty years old, and on land of said Higgins, about thirty-seven (37) feet to land of said Moauro; and thence northerly on last named land fifty-four and one-half ($54 \frac{1}{2}$) feet to the point of beginning.

Attachment: Deed SS Pine St. Ct. (Par.16) (2865 : Sale SS Pine St. Ct. (Par.16))



City of Springfield

ADOPTED

Meeting: 12/01/14 07:00 PM
Initiator: Melvyn Altman
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2867

4.13

Order Authorizing Mayor to Execute Quitclaim Deed for Sale of 263-267 Central St. (02560-0183) and WS Pine St. (09715-0052) to Viva Development LLC (Mayor Sarno)

WHEREAS, the City of Springfield acquired title to two parcels of land in Springfield, Massachusetts known as 263-267 Central Street (Parcel-ID # 02560-0183) and West Side Pine Street (Parcel-ID # 09715-0052) through tax title foreclosure proceedings in Land Court; and

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

WHEREAS, the Office of Procurement solicited request for proposals for the purchase and redevelopment of said properties pursuant to RFP (Bid) Number SPG-15-105; and

WHEREAS, the Mayor upon the recommendation of the City's RFP Review Committee has accepted the proposal submitted by Viva Development LLC.

NOW THEREFORE BE IT ORDERED, that the Mayor be and is hereby authorized in the name of and on behalf of the City of Springfield to execute and deliver a quitclaim deed to Viva Development LLC for the transfer of title to 263-267 Central Street (Parcel-ID # 02560-0183) and West Side Pine Street (Parcel-ID # 09715-0052) for consideration of Thirty Thousand and 00/100 Dollars (\$30,000.00) in substantially the same form as the draft deed attached hereto.

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

DISPOSITION SUMMARY

263 Central Street (02560-0183)

Assessed Value: \$263,000.00
Date of Judgment: 2/12/13
Neighborhood: Six Corners
Zoning: Residence B
Current Use: Multi-Unit Residential Apartment Building
Taxes Due at Foreclosure: \$17,565.00
RFP Bid#: SPG-15-105
Date Opened: November 19, 2014
Minimum Bid: N/A
Preferred Developer: Viva Development, LLC

RFP Review Committee Members:

- Phil Dromey, Deputy Director of Planning
- Tina Quagliato, Director, Disaster Recovery & Compliance
- Sean Pham, Sr. Program Manager, Disaster Recovery & Compliance
- Brian Connors, Deputy Director of Economic Development
- Gerry McCafferty, Director, Housing
- Amber Gould, Sr. Program Manager, Housing
- Stephen Loneragan, City Treasurer-Collector
- Melvin Edwards, City Council Ward Representative & Maple-High/Six Corners Neighborhood Council

RFP Review Committee Notes:

The City received four proposals as follows:

<u>Proposer</u>	<u>Bid Amount</u>
DB, LLC	\$100,000
Viva Development, LLC	\$30,000
Alexsander Brancic	\$11,000
Demetrios Pantleakis & Paul Martin	\$5,000

The Committee unanimously voted to award to Viva Development, LLC., based on the following factors:

- Viva Development offered the second highest purchase price for the property.
- Viva Development is the only proposer who scored Highly Advantageous or Advantageous for all Evaluation Criteria.
- Viva Development is the only proposer who has an extensive track record in developing and managing comparable urban, multi-family residential sites. The developer is an invested partner in the ongoing neighborhood revitalization of the adjacent Central Street Corridor, including the complete rehabilitation and turn-around of an apartment complex across the street and construction of many new single family homes in the neighborhood.
- Viva Development is the only proposer that demonstrated a readiness to proceed with development immediately. This included firm finance commitments from private funding sources, obtaining approval of the historic commission, obtaining a required zone change and having a satisfactory plan in place for temporary relocation of occupants during rehab of the building.
- Viva Development is the only proposer who sought and obtained the endorsement of the Maple-High/Six Corners Neighborhood Council.
- Viva is the only proposer who intends on having on-site management for the project.
- Viva Development is the proposer who committed to the project being a mixed-income development.
- Viva Development is the only proposer who demonstrated an ability to comply with NSP and HUD funding requirements, including URA and Section 3.
- Viva Development documented a clear, comprehensive development and management plan. The schedule and budget are supported by detail.
- Viva Development demonstrated significant experience with federally funded development projects and an ability to comply with Federal Regulations.
- The highest bidder DB, LLC., failed to do the following:
 - The highest bidder did not demonstrate any experience with federally funded development.
 - The highest bidder did not show an ability to comply with federal regulations.
 - The highest bidder did not provide firm financing commitments for the privately funded portion of the project or show a readiness to proceed.
 - The highest bidder did not reference an intention to go before the historic commission for approval for exterior changes to the property or figure that into the timeline submitted, despite the fact that the property is located within a local historic district.
 - The highest bidder did not provide examples of any specific development projects.
 - The highest bidder did not include on-site management as part of the development and management plan.
 - The highest bidder does not state that the property will be a mixed-income development with market rate units.

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 **THIRTY THOUSAND AND 00/100 DOLLARS (\$30,000.00)**, grants to **VIVA DEVELOPMENT LLC** (“Grantee”), a Massachusetts limited liability company, of 50 Clayton Street, Springfield, Massachusetts 01107, with **QUITCLAIM COVENANTS**, two (2) parcels of land in said Springfield, described as follows:

PARCEL I

Land, with building thereon, known as **263-267 Central Street a/k/a 263 Central Street (Parcel-ID # 02560-0183)**, and being the parcel described in a deed recorded July 16, 2009, in Hampden County Registry of Deeds, Book 17893, Page 214, and supposed to contain about 4828 square feet (more or less); and being the same parcel described in an Instrument of Taking dated January 26, 2011, and recorded in Hampden County Registry of Deeds, Book 18666, Page 12; and also being the same parcel foreclosed by Judgment of the Land Court entered on February 12, 2013, in Case No.: 12 TL 144928, and recorded in Hampden County Registry of Deeds, Book 19724, Page 35; and being more particularly described in Exhibit A attached hereto and made a part hereof.

PARCEL II

Land now known as **West Side Pine Street (Parcel-ID # 09715-0052)**, formerly with building thereon and formerly known as 210 Pine Street, and being the parcel described in a deed recorded July 31, 1990, in Hampden County Registry of Deeds, Book 7514, Page 402, and supposed to contain about 3679 square feet (more or less); and being the same parcel described in an Instrument of Taking dated September 14, 1993, and recorded in Hampden County Registry of Deeds, Book 8583, Page 137; and also being the same parcel foreclosed by Final Judgment of the Land Court dated December 10, 1996, in Case No. 108005 T.L., and recorded in Hampden County Registry of Deeds, Book 9747, Page 77; and being more particularly described in Exhibit B attached hereto and made a part hereof .

Parcel I and II are hereinafter referred to as the ‘Property’.

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

Attachment: Deed 263 Central St. (2867 : Sale 263 Central St.)

(1) Rehabilitation shall be undertaken by the Grantee to ensure that the Property meets in the sole discretion of the City of Springfield, Federal Housing Quality Standards and Lead Abatement Standards; (2) Rehabilitation of the Property must be completed by the Grantee within one year from the date of transfer of title; (3) Grantee cannot sell the Property until the rehabilitation work is completed and approved by the City of Springfield Office of Housing; (4) All excess trash, brush, rubbish and debris shall be cleared from the Property within two months from the date of transfer of title; (5) All exterior changes to the Property must be reviewed and approved by the Springfield Historical Commission prior to the commencement of work; and (6) If the Grantee violates the Protective restrictions or any term and condition of sale, the City of Springfield reserves the right to revert the Property back to city ownership at no cost and for no consideration. At closing, the Grantee shall execute a Reverter Deed to the City of Springfield which shall be held in escrow by the City pending the satisfaction of the Protective Restrictions. If the Reverter Deed has not been recorded within two years from the date of transfer of title, then the City of Springfield's right of reverter shall be deemed to have lapsed. Prior to recording the Reverter Deed, the City shall provide written notice via certified mail to the Grantee of its violations of the Protective Restrictions and a sixty day opportunity to cure said violations.

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

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

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

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

CITY OF SPRINGFIELD

By _____
Domenic J. Sarno, Mayor

Attachment: Deed 263 Central St. (2867 : Sale 263 Central St.)

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, ss.

Springfield, Massachusetts

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

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

Attachment: Deed 263 Central St. (2867 : Sale 263 Central St.)

EXHIBIT A

Certain real estate situated in Springfield, Hampden County, Massachusetts, as shown on a plan entitled Owner: William E. Scott, et al November 1944, recorded in Hampden County Registry of Deeds in Book of Plans 22, Page 109, being more particularly bounded and described as follows:

NORTHERLY: by Central Street, as shown on said plan, sixty-six (66) feet, more or less;

EASTERLY: by Pine Street, as shown on said plan, fifty-seven and 70/100 (57.70) feet;

SOUTHERLY: by land now or formerly of Thelma A. Daly, as shown on said plan, eighty-two and 36/100 (82.36) feet; and

WESTERLY: by land now or formerly of one Hattie Belle Hill, as shown on said plan, seventy-three and 65/100 (73.65) feet.

Attachment: Deed 263 Central St. (2867 : Sale 263 Central St.)

EXHIBIT B

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

Beginning at an iron pin on the westerly side of Pine Street, distant fifty-seven and 70/100 (57.70) feet Southerly from the intersection of the easterly line of Pine Street with the southerly line of Central Street, and running thence

WESTERLY:	making an interior angle with Pine Street of 91 degrees 56', eighty-two and 36/100 (82.36) feet to a point in the easterly line of land now or formerly of Hattie Belle Hill, distant seventy-three and 65/100 (73.65) feet southerly from the southerly side of Central Street; thence
SOUTHERLY:	making an interior angle of 102 degrees 27' with the last course along said land now or formerly of Hattie Belle Hill, forty-four and 56/100 (44.56) feet to land now or formerly of Leona A. Megher; thence
EASTERLY	along said last mentioned land in a line at right angles to said Pine Street ninety-three and 42/100 (93.42) feet to the Westerly line of said Pine Street; thence
NORTHERLY	along said Pine Street, forty and 40/100 (40.40) feet to the point of beginning.

Attachment: Deed 263 Central St. (2867 : Sale 263 Central St.)